

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.

VIII. Liability for Failure to Make Transactions

We may restrict access to the Card, temporarily or permanently, if we notice suspicious activity in connection with the Card, and we will notify you if we do so. 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.

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 there is something wrong, for example, that the Card has been stolen;
- If the transaction information supplied to the Credit Union 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;
- The merchant authorizes an amount greater than the purchase amount.

There may be other applicable exceptions as otherwise provided under this Agreement or by state or federal laws.

IX. Closure or Revocation of Card

- You may close your Card and receive the remaining balance by going to an XFCU Financial Center. You will be instructed on closure and payment procedures. A fee will apply (see Section IV).
- The Card is the property of XFCU and we may revoke the Card at any time without cause or notice. You agree to surrender a revoked Card promptly upon demand.

X. Restrictions

- The Card can be used at gas stations. However, at gas stations with "pay at the pump" capability, the Card cannot be authorized directly at the pump. Simply present the Card to the attendant for payment.
- Restaurants and hotels may factor in a tip up to 20% or more on your purchase amount. If your bill plus the factored tip is greater than the balance on your card, then your purchase will be declined. This factored tip will be held against the balance of your card until the actual purchase and tip amount posts to your Card (usually within three days). If you use your card at a restaurant or hotel please ask the server/cashier to authorize for an amount that does not exceed the balance available on your gift card.

XI. Disclosure of Information to Third Parties

We will disclose information to third parties about your Card or transfers you make only when one of the following conditions exists:

- When necessary to complete a transaction requested by you;
- In order to verify the existence or status of the Card, such as for a retail merchant or credit reporting agency;
- To utilize services of third parties and affiliate entities who assist us in providing the Card and related services;
- In order to comply with government agencies or court orders, or
- If you give us written permission;
- If you owe us money or there are legal proceedings in connection with your Card, information may be released to attorneys, accounts, collection bureaus, financial institutions, and others involved in collection, adjustment, settlement or reporting;
- To protect against potential fraud and other crimes; or
- When otherwise permitted by law.

XII. Amendments

We may amend this Agreement from time to time. Amendments will be effective after notice has been posted on our website at www.xfcu.org or as otherwise required by law. Provisions changed pursuant to XFCU regulatory authority will be effective according to applicable regulation without further notice.

XIII. No Waiver

XFCU's failure to enforce the performance of any provision of this Agreement will not constitute a waiver of XFCU's right to subsequently enforce such provision or any other provision of this Agreement.

XIV. Arbitration of Disputes/Waiver of Jury Trial and Participation in Class Actions

If either you or we request, any dispute or claim concerning your account or your relationship to us will be decided by binding arbitration under the expedited procedures of the Commercial Financial Disputes Arbitration Rules of the American Arbitration Association (AAA) and Title 9 of the U.S. Code. Arbitration hearings will be held in the city where the dispute occurred or where mutually agreed. A single arbitrator will be appointed by agreement of the parties, or, if the parties are unable to agree, by the AAA and will be a retired judge or attorney with experience or knowledge in banking transactions. Each party will pay its own costs and attorney's fees. A court may enter a judgment on the award. Any statute of repose or limitations period which would provide a defense to a claim brought in a lawsuit in state or federal court will also apply with equal force and effect to any arbitration brought pursuant to this section. To the extent permitted by law, if any dispute or claim results in a lawsuit, and neither you nor we have elected or requested arbitration, you and we knowingly and voluntarily agree that a judge, without a jury, will decide the case. The arbitration or trial will be brought individually and not as part of a class action. If it is brought as a class action, it must proceed on an individual (nonclass, nonrepresentative) basis. **YOU UNDERSTAND AND KNOWINGLY AND VOLUNTARILY AGREE THAT YOU AND WE ARE WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN ANY CLASS ACTION LAWSUIT.**

XV. 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 California, without regard to conflict of law principles. Whenever possible, each provision herein shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision is held to be invalid, illegal or unenforceable under any applicable law or rule, the validity, legality and enforceability of the other provisions herein will not be affected or impaired thereby.

ceed financial credit union


VISA® GIFT CARD

Terms and Conditions



at work for you™

800.XFCU.222 • xfcuhq.org



This is your XFCU Visa Gift Card Agreement ("Agreement"). Please read it carefully and keep it for your future reference.

Signing the back of the Card, using the Card, or allowing someone else to use the Card means that you agree to be bound by this Agreement. In this Agreement, "You," "Your," and "Cardholder" means any person who has received the Card and is authorized to use it as provided for in this Agreement, and "We," "Us," "Our," "XFCU," and "Credit Union" means Xceed Financial Federal Credit Union, its successors and assigns. The term "Card" shall mean the Prepaid Gift Card issued by us. The card allows you to make purchases wherever Visa® branded cards are honored. It is not a credit card or an automated machine card. The value of all cards is held in an aggregate account and the funds are not insured by the National Credit Union Administration. The unused available balance on your Card does not earn dividend and is subject to fees outlined in Section IV. It is a prepaid Visa Card with a value that is limited to the dollar amount of the gift associated with the card. We may change the terms of this Agreement, or any features of the Card, from time to time without notice except as required by law.

I. Before You Use Your Card

The recipient of the gift card is advised to sign the back of the card and call our Visa Gift Card Call Center toll-free at: 866.543.9126 to register the card. Failure to do so may restrict the recipient's rights if the card is lost or stolen or used by an authorized person.

II. Using Your Card

A. The Card allows convenient and secure electronic access to prepaid funds. You can use the Card to make purchases wherever Visa® cards are accepted. Purchases up to the stored value on the Card may be made (for restrictions see X. below). Any transaction attempted for more than the amount available on the Card will be declined. Therefore, you must know the amount available on your Card and inform the merchant to process the transaction in that amount. You must pay the difference with another form of payment.

B. The Card may not be used for any illegal activity. You agree not to use the Card for Internet gambling, whether or not Internet gambling is illegal in the jurisdiction in which you are located. Display of a payment card logo by an online merchant does not mean that Internet gambling transactions are legal in the jurisdiction in which you are located. You are liable for transactions you initiate by the use of the Card, whether deemed legal or illegal.

C. Your use of the Card to purchase goods and services from merchants constitutes a simultaneous demand against and withdrawal from the stored value on the Card. You may use the Card only in the manner and for the purposes authorized by this Agreement. You do not have the right to stop payment on a transaction originated with the Card. You are responsible for all authorized transactions initiated by use of the Card. If you have a problem with a purchase that you made with the Card, or if you have a dispute with the merchant, you must deal directly with the merchant involved. If you are entitled to a refund, it is the merchant's own policy on refunds and returns that governs these transactions. Refunds could take the form of a credit to your Card, cash or an in-store credit as determined by the merchant.

D. **ADDITIONAL VALUE CANNOT BE ADDED TO THIS CARD.** After the amount available on your Card has been exhausted, all attempted transactions will be declined. You agree to not make transactions that exceed the value on your Card. In any case where you are given value through use of the Card greater than the remaining balance, you must pay us on demand the amount that exceeded the stored balance on the Card plus any fees that apply.

E. You are responsible for all authorized transactions initiated by use of your Card. If you permit someone else to use your Card, we will treat this as if you authorized the person to use your Card and you

will be responsible for any transactions initiated by such person with your Card even if the amount of the transaction or number of transactions exceeds what you authorize. Funds available on this Card are nontransferable.

F. Preauthorized or recurring payments by use of the Card are prohibited and you agree not to use the Card for that purpose. Cash-back transactions on purchases are prohibited with this Card. No PIN-based activity, such as ATM access, is allowed on this Card.

G. International Transactions: If you engage in an international transaction using a Visa Gift Card, the following may apply:

a) Visa International will convert the charge into a U.S. dollar amount ("multi-currency transaction"). The exchange rate between the transaction currency and the billing currency used for processing international transactions will be the rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate on the processing date may differ from the rate that would have been used on the date of the transaction or the date the transaction is posted to your periodic statement.

b) The merchant outside the United States will convert the currency and settle the Visa Gift Card transaction in U.S. dollars ("single-currency transaction"). In this case, the currency conversion rate will be determined by the merchant involved in the transaction.

An international transaction is a transaction where the merchant's country is not the U.S. A transaction over the Internet could qualify as an international transaction.

III. Your Liability For A Lost or Stolen Card or Unauthorized Transactions

Contact us immediately 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 ("unauthorized transaction"). Call our Visa Gift Card Call Center at: 866.543.9126 24 hours a day, 7 days a week. Telephoning is the best way to keep your possible losses down. You will not be liable for lost value on the card if you satisfy the following conditions:

- Your card has been registered with our processor.
- You have immediately called us and reported the card lost or stolen, which allows 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-month period.
- You report all facts of the loss or theft to us and you cooperate in our investigation.
- If requested, you provide us with a written statement, affidavit or other information in support of the claim within the time requested or within a reasonable time if no date is stated.

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 (1) 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 (2) for any other reason, we conclude that the facts and circumstances do not reasonably support a claim of unauthorized use.

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.

IV. Fees and Charges

- International Transaction Fee: If you engage in any international transaction using a Visa Gift Card, you will be charged a fee. For all multi-currency transactions, we will charge you a currency conversion fee of 1% of the transaction amount. For single-currency transactions, you will be charged a fee of 0.8% of the transaction amount.
- Monthly Fee: A monthly Maintenance Fee of \$2.50 will be charged. The fee will be waived for the first six calendar months, including the month of issuance. The fee will not be charged once the balance of the card reaches \$0.
- Card Replacement Fee: A lost, stolen or damaged Card replacement fee of \$5.00 will be imposed for the replacement of the Card and will be deducted from the remaining balance. The cardholder must have registered the Card (per section I) to be eligible for this service.
- Balance Inquiry Fee: A \$1.00 fee will be charged for balance inquiries obtained through the automated voice response system. A \$1.50 fee will be charged for inquiries from a customer service representative.
- Cash Value Unload Fee: A \$2.50 fee will be charged for a request to take cash back from the Card at an Xceed Financial Credit Union financial center location. The cardholder must have registered the Card (per section I) to be eligible for this service.
- Express delivery fee: A \$25.00 fee will be charged for the express shipping of a Card.

V. Expiration of Card: Closing Your Card Before Expiration

YOUR CARD IS VALID THROUGH THE EXPIRATION DATE SHOWN ON THE CARD OR UNTIL THE ENTIRE PREPAID VALUE ON THE CARD HAS BEEN DEPLETED, WHICHEVER COMES FIRST. ONCE YOUR GIFT CARD HAS EXPIRED, WE CAN NOT REACTIVATE THE CARD. ANY PREPAID BALANCE REMAINING ON THE EXPIRED CARD WILL BE FORFEITED.

VI. Customer Service: Balance and Transaction Inquiries

You can call our Visa Gift Card Call Center toll free for balance and other inquiries 24 hours a day, 7 days a week at 866.543.9126. Section IV, Fees and Charges, itemizes the inquiry fees that will be charged.

VII. Error Resolution Procedures

Records detailing the use of your Card are available by calling our Visa Gift Card Call Center toll free at 866.543.9126. In case of errors or questions about transaction arising from the use of your Card, or if any records you see show transactions that you did not make, call our Visa Gift Card Call Center immediately at the phone number listed above. We must hear from you no later than 60 days after the date of the transaction in question. It is important that your card be registered in order for us to help you with this process. We will need the following information from you to answer your questions:

- 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.

Once the type of dispute has been 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.