

The following are your Teacher Federal Credit Union Visa Gift Card Terms and Conditions. In these Terms and Conditions “you” or “your” refers to the person who has received the TFCU Visa Gift Card; “we”, “us” or “our” means Teacher Federal Credit Union; “Card” means the TFCU Visa Gift Card. The Card is non-transferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference. By accepting and using your Card, you are agreeing to these Terms and Conditions.

**Definitions** — The TFCU Visa Gift Card is a prepaid card loaded with a specific amount of funds, redeemable to buy goods and services anywhere Visa debit cards are accepted. The Card is not a credit card and cannot be reloaded. Our business days are Monday through Friday excluding holidays. Saturday, Sunday and federal holidays are not considered business days, even if we are open.

**Authorized Users** — Until you sign the Card, you may present the Card to another person for their use. That person should then sign the Card and becomes subject to these terms and conditions. However, once you sign the Card, it is for your use only. Whoever signs the back of the Card becomes wholly responsible for the use of the Card according to the terms of this Agreement.

**Using Your Card** — Before using your TFCU Visa Gift Card, you may register the Card on the Gift Card Website, which can be accessed at: [www.tfcumn.org](http://www.tfcumn.org). You must sign the back of your card before you can use the Card.

The Card may not be used to obtain cash, make recurring payments, perform illegal transactions or and on-line gambling activity. If you use your Card number without presenting your Card, the legal effect will be the same as if you used the Card itself. You do not have the right to stop payment on any transaction made with your Card.

Some merchants, like restaurants, factor a tip into the price of up to 20% when pre-authorizing Card purchases but you will only be debited for the actual amount you spend. If a merchant attempts an authorization greater than the balance remaining on your gift Card, it may be declined. Payment for pay-at-the pump stations must be made inside.

Each time you use your Card, you authorize us to deduct the amount of the transaction from the balance of the funds associated with the Card. You are not allowed to exceed the balance of the funds available on your card. Nevertheless, if a transaction that exceeds the balance of the funds available on your Card occurs due to a systems malfunction or otherwise, you shall remain fully liable to us for the amount of the transaction and any applicable fees or charges. If you wish to use your Card for a purchase which is greater than the balance of the

funds available on your Card, you must tell the merchant to charge only the exact amount of funds available on the Card to the Card and then you must arrange to pay the difference using another payment method. Some merchants may not accept these “split transactions”. If you fail to inform the merchant prior to completing the transaction, your Card is likely to be declined.

You may check the balance of your Card free of charge by visiting our website at [www.tfcumn.org](http://www.tfcumn.org) or for \$.95 per call, you can request your Card balance calling toll-free 1-866-902-6082.

Your Card expires on the last day of the month displayed on the Card. At expiration, the Card will be closed and any unused balance will be returned to the appropriate governing body under applicable escheatment laws. You may close your card and receive the remaining balance by contacting 1-866-902-6082 or by visiting your local TFCU branch. A fee will apply (see Cardholder fees).

**Cardholder Fees** — If your card is lost or stolen, there will be a fee of \$20 to replace it. There is a monthly maintenance fee of \$2.95, which is waived for the first 12 months. This fee will be assessed to your Card as long as there are funds remaining on your Card. If you wish to receive a refund of the remaining balance on the Card, a \$15 fee will be charged. You have unlimited free access to balance and account information online at [www.tfcumn.org](http://www.tfcumn.org). Calls made to our automated telephone banking number 1-866-902-6082 will be assessed a \$.95 fee. A \$4.95 fee will be charged to your TFCU Visa Gift Card for all calls routed to a live customer service representative.

**Non U.S. Transactions** — If a Card transaction is made in a currency other than that loaded on the Card, the amount will be converted into the appropriate currency at the exchange rate on the day the transaction is processed. The exchange rate used to determine the transaction amount in US dollars is either a 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, plus 3%.

#### **Your Liability For Unauthorized Transactions**

Contact us immediately at 1-866-902-6082 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, which allows us to change the status of 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.

**Our Liability for Failure to Complete 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 by state or federal laws.

**Error Resolution Procedures** — Records detailing the use of your Card are available at our website or by calling 1-866-902-6082. In case of errors or questions about transactions arising from the use of your Card, call 1-866-902-6082 immediately. We must hear from you no later than 60 days after the transaction appeared on the transaction activity report. 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 suspected error.

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.

**Amendment and Cancellation** — We may amend or change the terms of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice.

The Card is the property of Teacher Federal Credit Union 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.