## **GIFT CARD TERMS AND CONDITIONS**

The Gift Card (referred to below as "the Card") provided by your financial institution or credit union ("Issuer") may be used only in the manner and for the purposes authorized by these Terms and Conditions. For purposes of these disclosures, Issuer's business days are Monday through Friday, holidays excluded.

#### Section 1. TRANSACTION TYPES AND LIMITATIONS

Using the Card. You may use the Card to pay for purchases anywhere that Visa debit cards are accepted, except for Prohibited Transactions as described below. A purchase transaction will cause the amount available on the Card to be reduced by the amount of the purchase. The Card is provided for your use and protection, and you agree to use the Card only as instructed, and be responsible for any transaction made by a person you authorize or permit to use your Card.

Prohibited Transactions. PIN-based transactions are not available with the Card. You must provide your signature in order to make a purchase with the Card unless online. You may not use the Card to withdraw funds or receive cash advances. You may not use the card for any illegal purpose, including the purchase of illegal goods or services including online gambling. This card is only good in the U.S.

In addition, the Card may not be used to reserve any balance that has not yet accrued, such as to reserve hotel rooms or rental cars, or to "pay at the pump" in advance of a gasoline purchase. You may use your card inside the gas station. You also may not use the Card to add a tip after a transaction has been processed with the Card, for example, at restaurants or for beauty services. You will be responsible for any violations of these restrictions as described in below.

For security reasons, the plastic itself (the physical Card) will expire on the date shown on the Card. The funds associated with the Card however, will not expire; simply bring the original Card to any DCU branch to receive a new Card with a new expiration date. The funds remaining on the original Card will be transferred to the new Card.

If you plan to make a purchase for an amount that exceeds the available balance on your Card, you must inform the merchant before making the purchase. The merchant will require payment for the excess by cash or credit.

If you improperly receive value greater than the remaining balance on your Card for any reason, you will be liable for the amount by which your transaction(s) exceed the remaining balance.

Limitation on Frequency of Transactions. There is no limit on how frequently you may use your Card to make purchases. However, you may not make transactions that exceed the amount of funds available on your Card, except as provided in Section 1 above.

## Section 2. POINT-OF-SALE TRANSACTIONS

Use of your Card to purchase goods and services from merchants constitutes a simultaneous demand against and withdrawal from the available funds on your Card. You <u>must</u> provide your signature to authorize a transaction unless online – a PIN cannot be used with the Card.

#### Section 3. DISCLOSURE OF INFORMATION TO THIRD PARTIES

Information about the Card or Card transactions may be disclosed to and by third parties on the Issuer's behalf only:

- Where necessary to complete the transaction (e.g. to verify the existence and condition of your Card to a merchant); or
- To comply with government agency or court orders or as otherwise required by law or in connection with examinations by banking authorities; or
- For analytical purposes; or
- With your permission.

#### Section 4. PREAUTHORIZED TRANSFERS

You may not make pre-authorized, regular payments with the Card, including any automatic withdrawals for recurring monthly bills. If a violation of this section causes you to exceed your available balance, you may be liable for the amounts described in Section 1.

Section 5. ACCOUNT BALANCE. You will not receive account statements; however, you can obtain your current balance and transaction history at <a href="https://www.dcu.org">www.dcu.org</a> or by calling (toll free) 866-224-9267.

# Section 6. ISSUER'S LIABILITY FOR FAILURE TO COMPLETE TRANSACTION

The Issuer will be liable for your actual and direct damages if it causes your Card transaction to be unreasonably delayed or processed for an incorrect amount, unless:

- You have insufficient funds available on your Card to cover a transaction (through no fault of the Issuer); or
- A terminal or system malfunction caused the loss; or
- Despite reasonable precautions, circumstances beyond the Issuer's control (such as flood or fire) prevent or delay the transaction.

#### Section 7. ERROR RESOLUTION PROCEDURES

If you believe your transaction receipt is inaccurate, or if you need more information about a transaction, contact Customer Service at 866-224-9267 or P.O. Box 1481, Madison, WI, 53701 within 60 days of the transaction, and provide the following information:

- Your name and Card number:
- A description of the error or the transaction at issue, and your concerns or questions; and
- The dollar amount of the suspected error.

You may be requested to confirm telephone inquiries in writing within the following 10 business days. Within 10 business days of receipt of your written inquiry, the Issuer will determine whether an error occurred and will correct any errors promptly. In the event an in-depth investigation is required, a resolution may take up to 45 days. Under these circumstances, the Issuer will re-credit your Card within 10 days for the amount of the alleged error during the investigation. If you fail to comply with a request to put your inquiry in writing within 10 business days, the Issuer may not re-credit your Card.

For alleged errors involving newly issued Cards or point-of-sale 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.

The Issuer will provide the results within 3 business days after completing the investigation of the alleged error. The Issuer will provide a written explanation if no error is found. You may request copies of documents used in the investigation.

If you are unable to provide your Card number to the Issuer, the remedies provided by this section may be unavailable. Call (toll free) 866-224-9267 for more information about error resolution procedures.

# **SECTION 8. LOST OR STOLEN CARDS**

If your Card is lost or stolen, promptly notify Issuer by calling (toll free) 866-224-9267 or writing to Credit Card Security Department, P.O. Box 1481, Madison, WI 53701. Visa's Zero Liability policy protects you from liability for unauthorized use of your Card. A replacement Card in the amount of your remaining balance may be issued at the location where the Card was purchased. However, you <a href="mailto:muster">muster</a> provide your Card number to cancel your Card and receive a replacement Card. Keep a record of your Card number in a safe place, separate from the Card.