

TERMS & CONDITIONS / CARDHOLDER AGREEMENT

The use of your Gift Card is ruled by the subsequent cardholder Agreement. All terms and conditions of the Agreement apply to both the purchaser and to any subsequent Gift Card recipient. **Please read this Agreement and Disclosure carefully and keep it for future reference.** In this Agreement, “you” and “your” means the person who has purchased or received the card and is authorized to use the card as outlined in this Agreement. “We,” “us,” and “our” means Navy Army Community Credit Union, its partners, successors, or affiliates.

You will be deemed to have accepted the Gift Card and the terms of this Agreement if you sign the back of the Gift Card or use the Gift Card. The Gift Card is issued by Navy Army Community Credit Union pursuant to license by MasterCard® International, Incorporated. The value stored on the card is not held in a checking or other consumer asset account. No interest will be paid on the balances, and such balances are not insured.

You have received the Gift Card with a fixed dollar amount representing a gift. You acknowledge and agree that the amount available on the Gift Card is limited to the dollar value of the gift associated with the Gift Card. This amount is accessed by your Gift Card, and the balance will decrease each time you use the Gift Card for a purchase. A transaction will not be authorized if it exceeds the available balance on the Gift Card.

Activation – Your card will be activated when issued to you.

Prohibited / Restricted Use -

- 1) Preauthorized Transfers – You may not make pre-authorized, regular payments through the use of the Gift Card.
- 2) Estimated authorizations – When using your card at restaurants, hotels, salons, and the like, your card may be authorized for a higher amount than your actual bill. Therefore, we recommend not using your card for these “pre-authorized” purchases.
- 3) Gas stations – You may not purchase gasoline directly at the automated gas pump. You may however present your card to the attendant for purchase.
- 4) Locations not approved for use by minors – including casinos, liquor stores, and adult and gambling websites.

Balance / Transaction Inquiry - You may review your balance and transaction activity by calling toll-free 1-800-992-4703. You may also review an online statement of your card balance and activity for free 24/7 -

<https://pulseaccessgift.mycardplace.com/cholder/>

Transfer / Purchase Documentation - You should receive a receipt at the time you make any purchase or transfer from your card from the merchant's point-of-sale (POS) terminal. We do not control and cannot guarantee the provision of any such receipt because we do not own or control those POS terminals. You waive your right to a printed statement of activity. We will make statements of your Gift Card activity and the value remaining on your Gift Card available to you on our website. You have the right to request a printed statement of activity by calling our toll free 1-800-622-3631.

Section 2: Card Expiration - Your card will expire on the earliest occurrence of the following events: 1) The expiration date on the card is reached, or 2) When the balance on the card is \$0 for 30 consecutive days. Prior to said date, we may terminate your use of the Gift Card at any time and for any reason without prior notice to you. Following the expiration of your Gift Card, it is no longer valid and all transaction attempts will be declined. If there is a remaining value on the Gift Card, you may request within 30 days of expiration that a refund check or replacement card be issued to you.

Section 3: Our Liability - Except as required by applicable law, we shall have no liability of any kind to you for performing or failing to perform any services in connection with these terms, unless we have acted in bad faith. If we do not complete a transaction to or from the Gift Card on time or in the correct amount according to our Agreement with you, we may be liable for your losses or damages. However, there are some exceptions we will **not** be liable for:

- (a) If through no fault of ours, you do not have enough value on the Gift Card to complete the transaction;
- (b) If either a computer, terminal, or other systems used for authorization was not working properly;
- (c) If the loss is caused by misuse of your card by you or successors;
- (d) If the card is denied because you reported it lost or stolen;
- (e) If a merchant refuses to honor the Gift Card;
- (f) If circumstances beyond our control (such as fire, flood, or national emergency) prevent the transaction, despite reasonable precautions that we have taken;
- (g) If you attempt to use a Gift Card that has not been properly activated; or
- (h) If there are other exceptions stated in these terms and conditions or provided by law.

Returned Merchandise – We are not responsible for the return or exchange of merchandise purchased with the Gift Card. By use of this Gift Card, you agree that we are not liable for any consequential damages, direct, or indirect. Exchange or return of merchandise purchased in whole or in part with your Gift Card will be governed by the procedures and policies of each merchant and applicable law. If you receive a credit, the credit may not be added to your available funds for seven business days. Return and refund policies are dependent on the merchant from whom the purchase was made. Any refund arising from an exchange or return will be credited to your Gift Card. At the time of any exchange or return, you should present both the merchandise receipt and your Gift Card.

Section 4: Cardholder Liability - You agree that if you give the card to someone else to use, you are authorizing that person to use the card for any purpose or any transaction and to redeem the unused value on the card. **If your card is lost or stolen, please contact us immediately at 1-800-622-3631 to keep your losses to a minimum.** Cards that are reported lost/stolen to us may be either replaced or a check written for the remaining balance.

Section 5: Error Resolution - We are not responsible for the delivery, quality, safety, legality or any other aspect of goods and services purchased by you with the Gift Card. You agree to settle all such disputes by addressing the merchants from whom the relevant goods and services were purchased. If you feel there is an error involving a transaction made with your Gift Card such as a purchase you didn't make or an incorrect amount charged to your Card, please contact us at the phone number listed on the back of your card as soon as possible. We must hear from you no later than 60 days after the date the transaction was made available for your review at our website. You must provide the following information in writing:

- 1) Your name, address, and Gift Card number;
- 2) Date, amount, and description of the transaction;
- 3) Description of the suspected error or the transaction you are unsure about, and an explanation of why you believe it is an error; and
- 4) The initial Gift Card amount and most recent transaction activity.

If you tell us by phone, we will require that you send your complaint or question in writing within ten (10) business days. Generally, we will tell you the results of our investigation within ten (10) business days and correct any error promptly. However, we may take up to 45 days to investigate your complaint. If we decide there is no error, we will send you a written explanation.

Section 6: Charges / Fees - You agree to pay all fees associated with the Gift Card. Fees are set forth in the Fee Schedule below. **Fee schedule** (all fees will be deducted from the remaining value on the card):

Service Charge - Inactivity after 12 months - \$1.00/month

Section 7: Privacy Policy - We are committed to providing products, services, and offers of value to consumers. We may use information from our interactions with you and other members to help us achieve that goal. We believe that the basis of each member relationship is trust. Because you trust us with your personal information, we are committed to respect your privacy and safeguard that information. In order to preserve that trust, we pledge to protect your privacy by adhering to practices intended to ensure that your personal information is handled in a safe, secure, and responsible manner. We restrict access to non-public personal information about you to those employees who need to know that information to complete transactions or to provide products and services to you. We maintain physical, electronic, and procedural safeguards to protect your information. We may disclose information to third parties about your Gift Card transaction history; **1)** where it is necessary for completing transactions; **2)** in order to verify existence and condition of your Gift Card and funds, such as to a merchant; **3)** in order to comply with government agency or court orders, or other legal reporting requirements; **4)** if you give us your written permission; **5)** to our employees, auditors, service providers, or attorneys as needed.

Information Security Program - Management of NACCU shall be responsible for developing, implementing, and maintaining an effective information security program to **1)** Ensure the security and confidentiality of member records and information; **2)** protect against any anticipated threats or hazards to the security or integrity of such records, and **3)** protect against unauthorized access to or use of such records or information that would result in substantial harm or inconvenience to any member. Management shall report to the board on the status of the credit union's information security program.