Tinker Federal Credit Union
PO Box 45750
Tinker AFB, OK 73145-0750
(405) 732-0324

Prepaid VISA Gift Card Terms & Conditions

Tinker Federal Credit Union Non-Reloadable VISA® Gift Card Terms & Conditions

The following are your Tinker Federal Credit Union Non-Reloadable VISA Gift Card Terms and Conditions. Except as the context otherwise requires (a) "Account(s)" means your VISA Gift Card established with Tinker Federal Credit Union and is governed by this Agreement; (b) "We", "us", or "our" means Tinker Federal Credit Union (TFCU) of P.O. Box 45750, Tinker Air Force Base, Oklahoma 73145; (c) "You", "Your", or "Cardholder" means the person who has received the TFCU Non-Reloadable VISA Gift Card; (d) "Card(s)" means the TFCU issued Non-Reloadable VISA Gift Card; (e) "Agreement" means this document. Please read the following carefully and keep them for your records. By accepting and using your Card, you are agreeing to these Terms and Conditions.

Amendments. TFCU may change or add new terms to this Agreement at any time, including without limitation, new fees, fee increases or enforcement of rights and obligations under this Agreement. These changes will be posted on TFCU's website at www.tinkerfcu.org, or otherwise as permitted by law. You must be a TFCU member to purchase VISA Gift Cards from TFCU.

Before Using Your Card. Activate and register your Visa Gift Card by visiting www.TinkerFCU.org. From TFCU's homepage, choose VISA Gift Card under Services, and then click on My Account. Read and accept the Disclosure and Terms and Conditions to be directed to TFCU's My Gift Card site. Under Log In, type in your Card Number and 3-Digit Code and click Log In. Go to Account Activities and select Register Card from the dropdown menu. After the Card is registered, select the Activate Card option. A Personal Identification Number (PIN) will be assigned once activation is confirmed. You may also call 1-866-902-6082 to activate your Card and obtain your PIN. You will have the option to select your own PIN if you choose. (PIN change is only available via phone.)

Using Your Card. The Non-Reloadable VISA Gift Card is a non-personalized card. You are responsible for keeping the Card information (Card number, PIN, expiration date, and Card Verification Value) confidentially contained within your records. Upon activation of the Card, for your protection and for regulatory purposes, we may request, and you agree to provide, some additional identification verification information such as your home phone number, date of birth, social security number, and/or zip code. We may use this data for a range of purposes, including but not limited to facilitating refunds if your Card is lost or stolen. If you do not wish to provide the data, or if the data you provide us cannot be appropriately verified, we reserve the right to refuse or cancel your Card, and reimburse you for the initial load amount.

Your Non-Reloadable VISA Gift Card is issued by TFCU, pursuant to a license from VISA U.S.A., Inc., and may be used for purchases at most merchants where VISA Debit is accepted. Your Card allows you to access your prepaid funds at merchants who accept VISA cards worldwide. The Card can be processed as a Credit or Debit transaction. When paying as a Credit transaction, you may sign a sales receipt. When paying as a Debit transaction, you will need to enter your PIN. Some merchants may allow you to use your Card for cash-back on purchases, subject to the amount available on the Card. Your Card is neither a credit card, nor a deposit account insured by the NCUA. The Card may not be used for recurring payments, non-financial money exchange establishments, illegal transactions, and/or gambling establishments.

Merchants such as restaurants, hotels, mail order companies, and automobile rental businesses may attempt to submit authorizations against the Card for an amount greater than the actual purchase amount even though you will only be debited for the actual amount spent. If a merchant attempts an authorization greater than the balance remaining on your Gift Card, it may be declined. Automated fuel dispensers will automatically preauthorize $99 (added on top of any merchant's set preauthorization, which is usually $1). If you do not have the funds available on your Card, the transaction may be declined at the pump. Inside the gas station, however, the preauthorization is normally requested at the actual transaction amount.

This TFCU Non-Reloadable VISA Gift Card is not a credit card and may not be reloaded. **The minimum load value is $20.00 and the maximum load value is $500.00.** You may use it as often as you like while there is a balance remaining on the Card, and only up to the amount left on the Card. There is no minimum purchase amount. Purchases and transactions (including any transaction fees) will be deducted from your Card balance until the value reaches zero. If a transaction initiated by you exceeds the remaining balance on the Card, you must tell the merchant before completing the transaction. Any transaction attempted for more than the amount available on the Card may 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. If you are given value through the use of the Card greater than the balance remaining, you will pay us on demand the amount by which your transactions exceeded the balance remaining on the Card. You can check the balance by calling 1-866-902-6082 for balances and transaction history, by registering the Card at www.tinkerfcu.org, by writing to Tinker Federal Credit Union Card Services, P.O. Box 45750, Tinker AFB, OK 73145, or by visiting a local TFCU branch.

In the event that you need to return an item you purchased with your TFCU Non-Reloadable VISA Gift Card, the merchant will handle the item in accordance with VISA guidelines. The merchant may credit your Card (put the funds back on the Card) thereby increasing your available funds. The funds may take up to 7 business days to be credited to your Card.

Fees and Charges. There are no fees associated with the use of the Card when purchasing goods and services. There are no annual fees or card replacement fees associated with your Card.

The following account fees will apply as defined below:

1. **Card Enrollment Fee** – There will be a fee of $3.95 added to the load value on the Card so that the balance upon receipt of the card will not include that fee (for example, if a $300.00 Card is purchased, the amount charged to the purchaser's account is $303.95 upon activation and the Card balance is $300.00).
2. **Inactivity Fee –** An Inactivity Fee of $2.50 will be charged per month if there is no activity for one year from the issuance of the card or from any use of the card. The fee will not be charged once the balance of the Card reaches $0.

Foreign Exchange Rate and International Service Assessment (ISA) Fee. If any Card transaction is made in a currency other than that loaded on the Card, the amount will be converted into the appropriate currency at an 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 may vary from the rate VISA itself receives), or the government mandated rate in effect for the applicable central processing date. In addition, a one percent (1%) International Service Assessment (ISA) fee will be charged.

Liability for Unauthorized Use – Lost or Stolen Cards. 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, contact Cardholder Services immediately at 1-866-902-6082 or TFCU's Member Service Center at 1-800-456-4828 (405-732-0324 OKC Metro), or write to Tinker Federal Credit Union Card Services, P.O. Box 45750, Tinker AFB, OK 73145, or visit a local TFCU branch. You will not be liable for lost value on the Card if you satisfy the following conditions:

- You call, write, or otherwise contact us to report the Card lost or stolen.
- You inform us of the Card number and the approximate date of your last authorized use.

- You report all facts of the loss or theft to us and you cooperate in our investigation.

If you permit someone else to use your Card, we will treat this as if you have authorized this person to use your Card and you will be responsible for any transactions initiated by said person.

Our 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. 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 transaction information supplied to TFCU 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.

PIN Protection. You agree to take all necessary steps to protect your PIN and never disclose your PIN to anyone. For security purposes, never write your PIN on the Card and never carry a record of your PIN on your person. If you permit someone else to use your Card and you give that person your PIN, we will treat this as if you have authorized this person to use your Card at their discretion for that transaction and any future transactions. You will be responsible for any transactions initiated by such person. The PIN Protection policy will apply to any of the primary or additional Cards issued by TFCU.

Transaction Activity. A transaction activity report, which includes your balance and details the use of your Card, is available by calling Cardholder Services at **1-866-902-6082**, writing to Tinker Federal Credit Union Card Services, P.O. Box 45750, Tinker AFB, OK 73145, visiting our website at www.tinkerfcu.org, or visiting a local TFCU branch. The transaction activity report must be requested by the Cardholder. The information is available to you 24 hours a day, 7 days a week. Your TFCU Non-Reloadable Gift Card account number and original load value is required for authentication.

Error Resolution Procedures. In case of errors or questions about transactions arising from the use of your Card, or if any records you review show transactions that you did not make, call Cardholder Services at **1-866-902-6082**, write to Tinker Federal Credit Union Card Services, P.O. Box 45750, Tinker AFB, OK 73145, visit our website at www.tinkerfcu.org, or visit a local TFCU branch immediately. We must hear from you no later than 60 days after the transaction appeared on the transaction activity report. We may, at our discretion, extend the period for a reasonable time. 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 and date of the suspected error.

Once the type of error is identified, we will mail you the appropriate paperwork to complete. Upon receipt of the completed paperwork, we will send you a confirmation letter. We will determine whether an error occurred within 10 business days. TFCU's business days are Monday through Friday, and exclude holidays. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days and send you a letter.

We will notify you of the results within 3 business days 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 by calling Cardholder Services at **1-866-902-6082**.

Disclosure of Information to Third Parties. We may disclose information to third parties about your Card or the transactions that you make:

- where it is necessary for completing the transaction;
- to verify the existence and condition of your Card for a third party;
- to comply with government agency or court orders;
- if you give us your consent;
- as otherwise required by law.

The Privacy Policy can be requested by calling TFCU's Member Service Center at **1-800-456-4828 (405-732-0324 OKC Metro)**, or by making a request in writing to Tinker Federal Credit Union Card Services, P.O. Box 45750, Tinker AFB, OK 73145, or by visiting a local TFCU branch.

Closure, Expiration, or Revocation of Card. Your Card is valid through the last day of the month of the expiration date displayed on your Card. The funds are available for a minimum of 5 years from the load/purchase date or until the entire prepaid value associated with the Card has been depleted, whichever comes first. If you do not deplete the balance by the expiration date of the card and it has not been 5 years from the load/purchase date, a replacement card may be issued. (See Liability For Unauthorized Use – Lost or Stolen Cards section for contact information to request a replacement card). We encourage you to use the entire amount before the funds expire. If you do not deplete the balance before the funds expire, the Card will be closed and any unused balance will be returned to the appropriate governing body under applicable escheatment laws. The funds will expire in accordance with the statutory period under the unclaimed property laws in your state of residence if your address is known to us. When your state of residence is Oklahoma or cannot be identified, funds will expire in accordance with Oklahoma's Uniform Unclaimed Property Act which has a statutory period of five years.

The Card is the property of TFCU 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.

Governing Law. Tinker Federal Credit Union is located in Oklahoma and your card is issued from Oklahoma irrespective of your residency or the jurisdictions in which you use the Card. This Agreement is entered into with you in the State of Oklahoma and shall be governed, construed, and enforced in all respects and all causes of action relating to terms or conditions of Card usage, or terms and conditions of this Agreement according to the laws of Oklahoma, without regard to its internal conflicts of law principles.