



## Mastercard® Gift Cardholder Agreement

This Cardholder Agreement (Agreement) is the terms and conditions governing our issuance and your use of your Premier Gift Mastercard card (Card). Keep this document for future reference. In this Agreement, you and your mean any person who received the Card or is authorized to use it as provided for in this Agreement. If there is more than one of you, you are each jointly and severally liable for all obligations, regardless of which of you uses the Card or benefits from that use. We, us, and our mean the issuing financial institution listed on the back on this agreement. TransCard means, the third party that administers the Card program and with whom you activated the Card with. By activating the Card, signing the back of the Card, using the Card, or allowing someone else to use the Card means you accept and agree to be bound by the terms and conditions contained in this Agreement.

### Card Description

This Card is issued by us, pursuant to a license with MasterCard International, Inc. Mastercard is a registered trademark of Mastercard International, Inc. The Card allows you to make purchases wherever Mastercard debit cards are honored. The Card is not a credit card and does not directly access any credit or deposit account. No interest will be paid on funds loaded to the Card. Your Card is not for re-sale.

### Expiration of Card

FUNDS DO NOT EXPIRE. The plastic card will be unusable after the valid thru date stated on the Card. The valid thru date is not an expiration date on the Card funds. The amount remaining on the Card will be available until the amount reaches zero. The Card funds will be temporarily unavailable after the valid thru date until you obtain a free replacement Card. You may present and exchange the unusable card at no charge for a replacement Card, which will be activated in the amount remaining on the Card at the time of the exchange. Replacements may take up to 30 days to process. For inquiries about exchanging an unusable card, call TransCard Customer Service at 1-800-554-2707.

### Value of Your Card

Your Card's value is limited to the dollar amount of the initial load to the Card. The prepaid value is not an account and is not insured by the National Credit Union Administration (NCUA) or any other federal or state agency.

### Using Your Card

Remember to log on to the cardholder website at [www.xpressgiftcard.com](http://www.xpressgiftcard.com) to verify or update your personal information in order to protect your Card. You must also sign the back of the Card. The Card is a non-reloadable, prepaid debit card which is loaded with an amount in U.S. Dollars, and does not allow for ATM access. The Card is not linked to or issued in connection with any deposit account established in your name with us and does not create any such account with us. You can use the Card as often as you like, provided that you do not exceed the value stored on the Card. We may restrict the use of your Card if we notice excessive use of your Card or other suspicious activities. You authorize us to pay all

transactions initiated with the Card and to debit the total amount of such transactions from the value of the Card. You agree that the use of the Card with any merchant, whether or not you have signed any sales or debit authorization, will constitute a simultaneous withdrawal from and/or demand upon the value of the Card. You cannot stop payment on any transaction after it has been completed. The Card cannot be used: (1) to obtain cash, except in the event of its cancellation, as described in this Agreement; (2) for gambling or any unlawful activity, or (3) to make regular, preauthorized payments to third parties. We are not liable for declining an authorization for any particular transaction, regardless of our reason.

## **Payment**

Each time the Card is used the value of the Card will decrease by the amount of the transaction. After the amount available on your Card has been exhausted, all transactions will be declined. You agree not to use the Card for transactions in excess of the funds remaining on the Card. If a transaction causes you to exceed that limit (a Negative Balance), you shall remain fully responsible for and agree to immediately pay us the amount of any Negative Balance. If you do not pay us the Negative Balance, we may report the unpaid amount to consumer reporting agencies. We may also exercise our right to setoff against any account you have with us.

## **Customer Service; Contact Information; Balance & Transaction Inquiries; Error Resolution**

You are responsible for keeping track of the available balance on your Card. Merchants generally will not be able to determine the available balance on your Card, so you need to know the exact balance BEFORE making a purchase. You can review your Card balance and transaction history 24 hours a day, 7 days a week at [www.xpressgiftcard.com](http://www.xpressgiftcard.com). You can also call TransCard Customer Service for balance and all other inquiries toll free, 24 hours a day, 7 days a week at 1-800-554-2707, or write to TransCard Customer Service at 4080 Jenkins Rd., Suite 200, Chattanooga, TN 37421.

## **Fees & Charges**

We encourage you to use your Card immediately. There are no fees when using the Card to purchase goods and services within the U.S. You have unlimited free access to balance and transaction information online at [www.xpressgiftcard.com](http://www.xpressgiftcard.com) and via phone at 1-800-554-2707. The following fees may apply and will be deducted from the available balance on the Card, except where prohibited or modified by applicable law:

### **MONTHLY INACTIVITY FEE**

Unless prohibited by law, a fee will be deducted monthly from card balance starting on the first day after a one-year period of inactivity. Activity means any action resulting in an increase or decrease in the card balance, other than the imposition of a fee, or an adjustment due to an error or reversal of a prior transaction. This fee is listed on the back of this agreement.

### **CARD REPLACEMENT FEE**

If a replacement Card is issued for a lost or stolen card, a Replacement Card Fee may be charged directly to the Cardholder. This fee is listed on the back of this agreement.

## **EXPRESS SHIPPING FEE**

An additional fee will be charged to your Card for any replacement Card delivered using a method other than standard mail. This fee is listed on the back of this agreement.

## **Loss, Theft, or Unauthorized Use**

Write down the Card number and Customer Service number on a separate piece of paper in case the Card is lost, stolen or destroyed. You are responsible for all charges made by anyone you allow to use your Card, even if they charge more than you intended. If you ask us to issue a Card to someone, you are responsible for their use of it until you return it to us. We may consider use of the Card by members of your immediate family as authorized by you and your responsibility. If unauthorized use of your Card occurs, you agree to cooperate with us and law enforcement authorities in identifying the unauthorized user. Applicable law and our zero liability policy protect you from liability for unauthorized transactions. You understand that your Card is not a credit card and is not protected by laws covering credit cards, such as the federal Truth in Lending Act. **TELL US AT ONCE IF YOU BELIEVE YOUR CARD HAS BEEN LOST OR STOLEN. TELEPHONING IS THE BEST WAY TO KEEP YOUR POSSIBLE LOSSES DOWN. YOU COULD LOSE ALL THE MONEY ON YOUR CARD.** If you tell us within 2 business days after you learn of the loss or theft of your Card, you can lose no more than \$50 if someone used your Card without your permission. For purposes of these disclosures, our business days are Monday through Friday, not including all federal holidays. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card, and we can prove we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500. Also, if a statement shows transactions that you did not make including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was made available to you online, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money, if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

## **Error Resolution Procedure**

In case of errors or questions about your card, contact us as soon as you can if you think an error has occurred on your Card. We must allow you to report an error until 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling TransCard Customer Service at 1-800-554-2707 or writing TransCard Customer Service at 4080 Jenkins Rd., Suite 200, Chattanooga, TN 37421. You will need to tell us: (i) your name and the Card number; (ii) why you believe there is an error, and the dollar amount involved; and (iii) approximately when the error took place. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Card. For errors involving new Cards, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Cards, we may take up to 20 business days to credit your Card for the amount you think is in error. We will tell you the results within three 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 that we used in our investigation. If you need more information about our error-resolution procedures, call TransCard Customer Service at 1-800-554-2707.

### **Failure to Complete Transactions**

If we do not complete a transaction arising from the use of your Card on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable if: (a) through no fault of ours, you do not have enough money on your Card to cover a transaction, (b) the terminal or system was not working properly and you knew about the breakdown when you started the transfer, (c) circumstances beyond our control prevent the transaction, despite reasonable precautions that we have taken, and (d) there may be other exceptions stated in our agreement with you.

### **Foreign Transaction Fee**

Transactions made in currencies other than U.S. Dollars will be converted to U.S. Dollars under the then current regulations of MasterCard. Those regulations currently provide that the conversion rate may be either the wholesale market rate or government-mandated rate in effect the day MasterCard processes the transaction. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.