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CUMONEY Visa Gift Card Cardholder Agreement

New York CUMONEY Visa Gift Card Cardholder  
Agreement

## CUMONEY® Visa® Gift Card Cardholder Agreement

This cardholder agreement (“Agreement”) sets forth the rights and responsibilities of your CUMONEY Visa Gift Card (“Card”). Your Gift Card was issued by Services Credit Union (“SCU”). ICUL Service Corporation (“LSC”) administers the CUMONEY Visa Gift Card program. In this Agreement, “you” and “your” mean the cardholder and “we” “us” and “our” mean SCU and/or LSC. This Card is not a credit union membership account, does not earn dividends, is not reloadable, and is not federally insured with the National Credit Union Administration. SCU is insured by American Share Insurance.

Any references to “days” found in this Agreement are calendar days unless indicated otherwise. Write down your Card number and the customer service phone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

**Card Activation.** You may begin using the Card as soon as you receive it. Your Card is already activated. If you experience difficulty when using your Card, please call us at 1-833-729-2843.

**Personal Identification Number.** You can visit [www.cumoney.com/gift](http://www.cumoney.com/gift) or call 1-833-729-2843 to select a four-digit Personal Identification Number (“PIN”). The PIN allows you to process your Card purchase as a debit transaction.

**Cash Access.** You may not use your Card to obtain cash from an Automated Teller Machine (“ATM”), Point-of-Sale (“POS”) device, or by any other means.

**Loading Your Card.** Your Card is non-reloadable. You may use your Card until the value of your Card reaches zero. You may obtain the value or balance of your Card by calling 1-833-729-2843 or visiting [www.cumoney.com/gift](http://www.cumoney.com/gift).

**Using Your Card.** The maximum amount that can be spent on your Card per day is the balance of the Card. You may use your Card to purchase or lease goods or services in the fifty (50) United States and District of Columbia everywhere Visa debit cards are accepted as long as you do not exceed the value available on your Card. The Card may not be used outside of the United States and District of Columbia, including Internet and mail or telephone order merchants outside of the United States and District of Columbia. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available on the Card to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping your Card, your Card is likely to be declined if the balance is less than the total transaction.

If you use your Card at an automated fuel dispenser (“pay at the pump”), the merchant may preauthorize the transaction amount up to \$75.00 or more. If your Card is declined, even though you have sufficient funds available, pay for your purchase inside with the cashier. If you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, there may be a preauthorization of the transaction amount for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any preauthorization amount will place a “hold” on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. It may take up to seven (7) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount. You do not have the right to stop payment on any purchase or payment transaction originated by use

of your Card. You may not make preauthorized regular payments from your Card. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days. All transactions relating to car rentals may result in a hold for that amount of funds for up to sixty (60) days. For a list of the current hold amounts, please visit [www.cumoney.com/gift](http://www.cumoney.com/gift).

If you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make with your Card. Your Card cannot be redeemed for cash. You may not use your Card for online gambling or any illegal transaction. You may not use your Card for any unlawful purpose, including the purchase of goods or services prohibited by applicable laws or regulations.

Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction. There is no overdraft protection with your Card. You are not allowed to exceed the available amount on your Card through an individual transaction transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Card, you shall remain fully liable to us for the amount of the transaction.

**Expiration.** Your Card will expire when the “good thru” date printed on the front of your Card has passed. Your Card will expire no sooner than five (5) years from the date of purchase. The funds on the Card do not expire. You will not be able to use your Card after the expiration date; however, you may request a replacement Card at no cost to you by following the procedures in the paragraph labeled “Card Replacement”.

**Card Replacement.** If you need to replace your Card, please contact us at 1-833-729-2843 to request a replacement Card. You will be required to provide personal information which may include your 16-digit Card number, full name, transaction history, and other relevant information.

### Fees.

All Fees	Amount	Details
Card Purchase	up to \$10.00	Varies by credit union; check with your branch at time of purchase
Inactivity Fee	\$5.00	Unless prohibited by your state's law, if you do not use Card for 12 consecutive months, a \$5.00 monthly inactivity fee will be applied starting in the 13 <sup>th</sup> month of inactivity. The monthly inactivity fee will be applied until the value of your Card reaches zero, or until you make a purchase. For a list of states where inactivity fees are not applied, visit <a href="http://www.cumoney.com/gift">www.cumoney.com/gift</a> or call 1-833-729-2843.
Lost/Stolen Card Replacement Fee	\$10.00	If your Card is lost or stolen, you may get a replacement card for \$10.00. If your Card is lost or stolen, or you believe that there have been unauthorized transactions made to it, please notify LSC as soon as possible at 1-833-729-2843.
Express delivery	\$35.00	A \$35 fee is charged for express delivery of a Card.
Value unload	\$10.00	A \$10.00 fee is charged to remove all remaining funds from your Card.

**Returns and Refunds.** We are not responsible for the delivery, quality, other aspects of goods or services that you purchase from others with a must be addressed and handled directly with the merchant from whom were provided. If you are entitled to a refund for any reason for goods or your Card, you agree to accept credits to your Card for such refunds and policy of that merchant.

**Transactions Made In Foreign Currencies.** You may not make transactions in currencies. Your Card may only be used within the fifty (50) U.S. states and the Columbia.

**Receipts.** You should get a receipt at the time you make a transaction using your agree to retain, verify, and reconcile your transactions and receipts.

**Card Balance/Periodic Statement.** You are responsible for keeping track of available balance. Merchants generally will not be able to determine your available important to know your available balance before making any transaction. You may available balance by calling 1-833-729-2843 or visiting [www.cumoney.com/gift](http://www.cumoney.com/gift).

**Your Liability for Unauthorized Transactions.** Contact us at once if you believe your been lost or stolen. Telephoning us as soon as possible is the best way to minimize your possible losses. If you believe your Card has been lost or stolen, or that someone has transfer money from your Card without your permission, call us at 1-833-729-2843. **IMPORTANT: FOR YOUR CARD, THERE IS NOT A PROCESS TO VERIFY CARDHOLDERS' IDENTITIES, THEREFORE WE ARE NOT REQUIRED TO RESEARCH OR RESOLVE ANY ERRORS REGARDING YOUR ACCOUNT. YOU UNDERSTAND THAT YOUR CARD DOES NOT HAVE ZERO LIABILITY PROTECTION AND THAT YOU ARE LIABLE FOR ALL AUTHORIZED AND UNAUTHORIZED TRANSACTIONS ON YOUR CARD. WE OFFER OTHER CARDS WHERE WE WILL ASK YOU FOR IDENTIFYING INFORMATION ABOUT YOURSELF, SO THAT WE CAN VERIFY YOUR IDENTITY. THOSE PRODUCTS WILL OFFER LIMITED LIABILITY PROTECTION. FOR MORE INFORMATION PLEASE VISIT [WWW.CUMONEY.COM/GIFT](http://WWW.CUMONEY.COM/GIFT).**

**Additional Terms.** We agree to maintain the Card for you and to perform the duties set forth in this Agreement. By activating or using the Card, or permitting anyone else to use the Card, you agree to the provisions of this Agreement. Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. You are not permitted to resell Visa Gift Cards.

**Severability.** If a provision of this Agreement is held to be invalid or unenforceable, that will not affect the enforceability of any other provision of this Agreement.

**Governing Law.** This Agreement is governed by Illinois law, and venue for state and court proceedings will be in the applicable state or federal court for DuPage County, Illinois.

**Information Given to Third Parties.** We may collect and disclose information (including personally identifiable information) to third parties about you, your Card and the transactions related to your Card (“Cardholder Information”). The types of information we may collect includes: (i) information about purchases made with the Card, such as date of purchase, amount, and place of purchase; and (ii) information you provide to us when you apply for a Card or for replacement Cards, or when you contact us with customer service issues, such as name, address, and phone number. The types of information we may disclose include: (i) where it is necessary or helpful for completing a transaction; (ii) in order to verify the existence and condition of the Card for a third party (e.g., a merchant); (iii) in order to comply with any law or to comply with requirements of any government agency or court order; (iv) if you give us your written consent; (v) to service providers who administer the Card or perform data processing, records management, collections, and other similar services for us, in order that they may perform those services; (vi) in order to prevent, investigate or report possible illegal activity; (vii) in order to issue authorizations for transactions on the Card; and (viii) as otherwise permitted by law. When you are no longer our customer, we continue to share your information as described in this notice. **Information Security:** Only those persons who need it to perform their job responsibilities are authorized to have access to Cardholder Information. In addition, we maintain physical, electronic, and procedural security measures that comply with federal regulations to safeguard Cardholder Information.

To view the complete Privacy Policy for your Card, visit [www.cumoney.com/gift](http://www.cumoney.com/gift).

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Any references to "days" found in this Agreement are calendar days unless indicated otherwise. Write down your Card number and the customer service phone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference. This Agreement applies to plastic Cards (a physical plastic card) and virtual Cards (an electronic prepaid card account without a physical plastic card).

**Card Activation.** You may begin using the Card as soon as you receive it. Your Card is already activated. If you experience difficulty when using your Card, please call us at 1-833-729-2843.

**Personal Identification Number.** For a plastic Card, you can visit [www.cumoney.com/gift](http://www.cumoney.com/gift) or call 1-833-729-2843 to select a four-digit Personal Identification Number ("PIN"). For a virtual Card, you must activate your card and create a PIN by following the instructions provided by email with the virtual Card. The PIN allows you to process your Card purchase as a debit transaction.

**Cash Access.** You may not use your Card to obtain cash from an Automated Teller Machine ("ATM"), Point-of-Sale ("POS") device, or by any other means.

**Loading Your Card.** Your Card is non-reloadable. You may use your Card until the value of your Card reaches zero. You may obtain the value or balance of your Card by calling 1-833-729-2843 or visiting [www.cumoney.com/gift](http://www.cumoney.com/gift).

**Using Your Card.** The maximum amount that can be spent on your Card per day is the balance of the Card. You may use your Card to purchase or lease goods or services in the fifty (50) United States and District of Columbia everywhere Visa debit cards are accepted as long as you do not exceed the value available on your Card. For a virtual Card, you may use your Card for electronic commerce ("e-commerce"), mail order, or telephone orders. The Card may not be used outside of the United States and District of Columbia, including Internet and mail or telephone order merchants outside of the United States and District of Columbia. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available on the Card to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping your Card, your Card is likely to be declined if the balance is less than the total transaction.

If you use your Card at an automated fuel dispenser ("pay at the pump"), the merchant may preauthorize the transaction amount up to \$75.00 or more. If your Card is declined, even though you have sufficient funds available, pay for your purchase inside with the cashier. If you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, there may be a preauthorization of the transaction amount for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any preauthorization amount will place a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. It may take up to seven (7) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount. You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card. You may not make preauthorized regular payments from your Card. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days. All transactions relating to car rentals may result in a hold for that amount of funds for up to sixty (60) days. For a list of the current hold amounts, please visit [www.cumoney.com/gift](http://www.cumoney.com/gift).

If you use your Card number without presenting your Card (such as for a mail order, e-commerce), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make with your Card. Your Card cannot be redeemed for cash. You may not use your Card for online gambling or any illegal transaction. You may not use your Card for any unlawful purpose, including the purchase of goods or services prohibited by applicable laws or regulations.

Each time you use your Card, you authorize us to reduce the value available on your amount of the transaction. There is no overdraft protection with your Card. You are exceed the available amount on your Card through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Card, you shall remain fully liable to us for the amount of the transaction.

**Expiration.** Your Card will expire when the "good thru" date printed on the front of your Card or on your virtual Card has passed. Your Card will expire no sooner than nine (9) years from the date of purchase. The funds on the Card do not expire. You will not be able to use your Card after the expiration date; however, you may request a replacement Card at no cost to you by following the procedures in the paragraph labeled "Card Replacement".

**Card Replacement.** If you need to replace your plastic Card, please contact us at to request a replacement Card. You will be required to provide personal information include your 16-digit Card number, full name, transaction history, and other Virtual Cards will only be replaced with another virtual Card and plastic Cards will with another plastic Card.

### Fees.

All Fees	Amount	Details
One-Time Issuance Fee	up to \$9.00	Varies by credit union; check with your branch at time of purchase

**Returns and Refunds.** We are not responsible for the delivery, quality, safety, legality aspects of goods or services that you purchase from others with a Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or provided. If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds and agree to the that merchant.

**Transactions Made In Foreign Currencies.** You may not make transactions in foreign Your Card may only be used within the fifty (50) U.S. states and the District of Columbia.

**Receipts.** You should get a receipt at the time you make a transaction using your to retain, verify, and reconcile your transactions and receipts.

**Card Balance/Periodic Statement.** You are responsible for keeping track of your balance. Merchants generally will not be able to determine your available balance. know your available balance before making any transaction. You may access your balance by calling 1-833-729-2843 or visiting [www.cumoney.com/gift](http://www.cumoney.com/gift).

**Your Liability for Unauthorized Transactions.** Contact us at once if you believe your been lost or stolen. Telephoning us as soon as possible is the best way to minimize losses. If you believe your Card has been lost or stolen, or that someone has transfer money from your Card without your permission, call us at 1-833-729-2843. FOR YOUR CARD, THERE IS NOT A PROCESS TO VERIFY CARDHOLDERS' IDENTITIES, THEREFORE WE ARE NOT REQUIRED TO RESEARCH OR RESOLVE ANY ERRORS REGARDING YOUR ACCOUNT. YOU UNDERSTAND THAT YOUR CARD DOES NOT HAVE ZERO LIABILITY PROTECTION AND THAT YOU ARE LIABLE FOR ALL AUTHORIZED AND UNAUTHORIZED TRANSACTIONS ON YOUR CARD. WE OFFER OTHER CARDS WHERE WILL ASK YOU FOR IDENTIFYING INFORMATION ABOUT YOURSELF, SO THAT WE CAN VERIFY YOUR IDENTITY. THOSE PRODUCTS WILL OFFER LIMITED LIABILITY FOR MORE INFORMATION PLEASE VISIT [www.cumoney.com/gift](http://www.cumoney.com/gift).

**Additional Terms.** We agree to maintain the Card for you and to perform the duties set forth in this Agreement. By activating or using the Card, or permitting anyone else to use the Card, you agree to the provisions of this Agreement. Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. You are not permitted to resell Visa Gift Cards.

**Severability.** If a provision of this Agreement is held to be invalid or unenforceable, that finding will not affect the enforceability of any other provision of this Agreement.

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**Information Given to Third Parties.** We may collect and disclose information identifiable information) to third parties about you, your Card and the transactions Card ("Cardholder Information"). The types of information we may collect includes: (i) information about purchases made with the Card, such as date of purchase, amount, and place of purchase; and (ii) information you provide to us when you apply for a Card or for replacement you contact us with customer service issues, such as name, address, and phone types of information we may disclose include: (i) where it is necessary or helpful for transaction; (ii) in order to verify the existence and condition of the Card for a merchant; (iii) in order to comply with any law or to comply with requirements of agency or court order; (iv) if you give us your written consent; (v) to service providers who administer the Card or perform data processing, records management, collections, and other similar services for us, in order that they may perform those services; (vi) in order to prevent, possible illegal activity; (vii) in order to issue authorizations for transactions on the Card; and (viii) as otherwise permitted by law. When you are no longer our customer, we continue information as described in this notice. **Information Security:** Only those persons who need it to perform their job responsibilities are authorized to have access to Cardholder addition, we maintain physical, electronic, and procedural security measures that federal regulations to safeguard Cardholder Information.

To view the complete Privacy Policy for your Card, visit [www.cumoney.com/gift](http://www.cumoney.com/gift).