

Terms and Conditions

Utah Community Credit Union Visa Gift Card Agreement

This Gift Card Agreement (this "Agreement") contains the terms and conditions governing our issuance and your use of the Visa® Gift Card ("Card"). Please read this Agreement carefully and keep it for your records.

In this Agreement, "you" and "your" mean: (a) the person to whom we issue the Card; (b) the person receiving the Card; and (c) the person using the Card. The terms "we," "us," "our," and "Credit Union" mean the Utah Community Credit Union. The term "Visa" means either Visa Debit Processing Service or Visa U.S.A. Inc. You will be deemed to have accepted the Card and the terms of this Agreement if you do any of the following: (a) purchase the Card; (b) sign the back of the Card; (c) use the Card; or (d) authorize any other person to use the Card. We may change the terms of, or add new terms to, this Agreement or change any feature of, or add a new feature to, the Card with or without notice. If the Card is registered, we will give notice of such change by sending a notice to the address provided during registration. If you did not register, we will not provide such notice. This Agreement, as well as the Credit Union's rights and duties regarding this Agreement, shall be governed by and interpreted in accordance with the laws of the State of Utah.

We sell the Cards to our members as a service. The Card represents electronic cash that may be used by you, or by a person you give the Card to as a gift. The Card does not represent a deposit account with us; possessing the card does not make a person a member of the Credit Union. As the Credit Union member who purchases the Card, you are considered our customer, and we provide this service solely for your benefit as the card purchaser. If you give the card to some other person, that person is not a third-party beneficiary.

PART 1. TRANSACTION TYPES AND LIMITS

Card Acceptance and Registration

Please sign your Card immediately. (However, you are responsible for transactions conducted with the Card, as described in this Agreement, even if you do not sign the Card.) It is strongly recommended that you register as the recipient of the Card online at <https://www.visaprepaidprocessing.com/uccu/gift> or by calling 1-800-453-8188.

We may at our sole discretion refuse to issue the Card to anyone for any reason, to the extent permitted by law. The Card is our property, and we may revoke the Card at any time, with or without cause or notice. When a Card is revoked, we may disable it. You must surrender a revoked Card, and you may not use an expired or revoked Card. When you surrender the Card, you must provide a name and address. We will arrange to transfer any remaining value on the Card (less applicable fees) to you.

The Card

The Card has a fixed U.S. Dollar amount on it. You acknowledge and agree that the amount available on the Card is limited to the prepaid U.S. Dollar value of the Card at the time of purchase. The amount available on the Card will decrease each time the Card is used to make a purchase or each time a fee is assessed. Once the Card has been issued, you cannot increase the prepaid amount on the Card. You may use your Card only in the manner and for the purposes authorized by this Agreement. The Card allows you to make purchas-

es wherever Visa cards are honored in the United States. It is not a credit card, an automated teller machine ("ATM") card, nor an NCUA insured deposit. The prepaid funds are not NCUA insured, and are maintained in a non-NCUA insured aggregated account. The prepaid funds do not earn interest. Your rights to the prepaid funds are limited to your ability to access them exclusively through the use of the Card (or through a new Card or refund, as described in this Agreement) in accordance with this Agreement.

Funds Availability and Card Access

Upon receipt and activation of the Card, the value associated with the Card is immediately available to you. Provided you have value on the Card, you may use your Card to pay for purchases at retail establishments agreeing to accept the Card. If you permit someone else to use your Card, we will treat this use as if you have authorized that person to use your Card and you will be responsible for transactions initiated by such person with your Card, with or without your knowledge.

Disputes with Retail Establishments

If you use your Card at a retail establishment, and a dispute with that establishment arises in connection with a transaction for which you used the Card, you agree to deal directly with the merchant involved. If you are entitled to a refund from the merchant, it is the merchant's own policy on refunds and returns that govern these transactions.

ATM Cash Transactions

You are not permitted to use the Card to assess cash at any ATM.

Anticipated Purchase Amounts

Some retail establishments (such as hotels, car rental companies, restaurants or gas stations) may initiate electronic notices seeking validation of the Card or approval of the anticipated purchase amount, or both. Such anticipated purchase amount may exceed the amount of the actual purchase transaction. We may place a hold against the Card value for the anticipated purchase amount. This hold may remain in effect from the time the notice is received from the retail establishment up to the time the merchant draft is presented to us.

Gas Pump Transactions

It is best to present the Card to the attendant for payment. If the Card is swiped at the pump, the Card will pre-authorize for a full tank of gas.

Stop Payments

You do not have the right to stop payment on any purchase transaction originated by use of your Card.

Illegal Transactions

You may not use the Card for any unlawful purpose (for example, funding online gambling). You agree you will not use your Card for any transaction that is illegal under applicable law.

Recurring Payments

You may not make preauthorized regular payments or other transfers through the use of your Card.

Transaction Limits and Exceeding Card Value

Your use of the Card is limited by the Card's pre-paid value or remaining unused balance. Therefore, you agree not to initiate transactions that exceed such Card value. The Card does not have a credit line associated with it. After the amount on your Card has been exhausted, all attempted transactions will be declined. You agree to not make transactions that exceed the value on your Card. If for any reason a negative balance occurs on the Card, you are responsible for the applicable fees described in this Agreement as well as the amount of the negative balance.

PART 2. INTERNET AND MAIL ORDER PURCHASES

Internet and mail order purchases may require that Visa have the name and address of the Card user on file. If you wish to make Internet or mail order purchases, you will need to go to <https://www.visaprepaidprocessing.com/uccu/gift> and enter your name and address prior to performing an Internet or mail order transaction.

PART 3. BALANCE AND TRANSACTION INQUIRIES

You can review your Card balance and transaction history 24 hours a day, 7 days a week by registering your Card online at <https://www.visaprepaidprocessing.com/uccu/gift>. You can also call our telephone member service for balance and all other inquiries 24 hours a day, 7 days a week at 1-888-373-5727. We strongly urge you to review regularly your Card's online transaction history. Your failure to review could affect your rights with regard to unauthorized transactions or transaction errors.

PART 4. EXPIRED CARDS

The Card's expiration date is embossed on its face. If you have not used the full pre-paid amount that was available on the Card by the end of the term, you may request that a new Card or check for the remaining value (less applicable fees) be issued to you by contacting us at 1-800-453-8188. As discussed below, the inactivity fee may eliminate the balance if no action is taken to collect the remaining value on the Card.

PART 5. LIABILITY FOR UNAUTHORIZED TRANSACTIONS

You are liable for all transactions that occur on your Card until you report that it is either lost or stolen. You must tell us immediately if your card is either lost, stolen or subject to unauthorized use. Call us toll free at 1-888-373-5727, 24 hours a day, 7 days a week. We will not be liable if:

- Through no fault of ours, you do not have enough value on your Card to cover a transaction.
- The system was not working properly and a transaction was therefore incomplete.
- Circumstances beyond our control (such as flood or fire) prevent the transaction, despite reasonable precautions that we have taken.
- The merchant authorizes an amount greater than the purchase amount.

Except as provided above, you will not be liable for losses if you satisfy all of the following conditions:

- You immediately call 1-888-373-5727 and report a lost or stolen Card, including the Card number and approximate date of your last transaction.
- You register your Card and you promptly review your transaction history.
- You promptly report unauthorized transactions.

- You exercise reasonable care in safeguarding your Card and Card number from loss or theft.
- You have signed the Card on its reverse in permanent ink.
- You have not reported multiple incidents of unauthorized use to us within the 12-month period immediately preceding your claim.
- You report all facts of the loss or theft to us and you cooperate in our investigation.

PART 6. ERROR RESOLUTION PROCEDURES

In case of errors or questions about transactions arising from the use of your Card, you can call toll free, 1-888-373-5727, 24 hours per day, 7 days a week. We must hear from you no later than 60 days after the date of the availability of the online posting of the transaction in question and you must provide the following information:

- Your name, Card number, address, and phone number.
- A description of the error or the transaction you are unsure about, and an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within 10 business days.

PART 7. FEES AND CHARGES

There are no fees associated with the use of the Card when purchasing goods and services; however there are general fees and charges associated with the Card as set forth below. The purchaser of the Card will be responsible for the Purchase Fees at the time of purchase. All other fees and charges will be charged against the balance on your Card.

SCHEDULE OF FEES AND CHARGES

Purchase Fees:

Per Card	\$2.50 per Visa Gift Card purchased from UCCU
Adding one-color logo	\$500.00 setup fee, minimum 5-8 weeks for Visa Approval
Inactivity Card Fee	\$3.00 per month beginning in the thirteenth month of card inactivity and continuing until there is a zero balance on the card or until the card becomes active again (regardless of the expiration date of the card).
Check Issuance Fee	If a check is issued upon the Cardholder's request or revocation, a \$10.00 fee is applicable.

Card Replacement or

Renewal Fee

\$10.00

Transaction Copy

\$5.00

Visa Customer Service

\$3.00 per call after the first call to 1-888-373-5727