



**DFCU FINANCIAL  
GIFT CARD  
USER TERMS  
AND CONDITIONS  
AGREEMENT**

This Gift Card User Agreement (this "Agreement") is the terms and conditions governing our issuance and your use of the enclosed Visa® Gift Card ("Card"). **Please read this Agreement carefully and keep it for your records.** By purchasing, signing, or using the Card, or authorizing another person to use the Card, you are agreeing to the terms and conditions in this Agreement. 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," and "our," mean DFCU Financial.

#### **ABOUT YOUR GIFT CARD**

You have received the Card with a U.S. Dollar amount fixed at the time of purchase. Unless we otherwise agree, we sell Cards with a minimum value of \$25.00. You acknowledge and agree that the amount available on the Card is limited to the prepaid U.S. Dollar value fixed at the time of purchase. The Card is not a credit card or an automated teller machine card. The prepaid value is not an account and is not insured by the National Credit Union Administration or any other federal or state agency. You have no separate, distinct deposit account established for you with us that is associated with the Card. Your Card's prepaid value cannot be increased after the Card is issued or replaced after the value is used. The prepaid value will decrease as you use the Card, or you incur, or we assess, a fee or charge. We do not pay interest on the balance on your Card. The Card is our property and we reserve the right to cancel, repossess, or revoke its use at any time without prior notice, subject to applicable law. 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 any transactions initiated by such person with your Card, with or without your knowledge. Purchases of Cards are final, and resale of Cards is strictly prohibited.

#### **BEFORE USING YOUR GIFT CARD**

Before using your Card, you must sign your signature on the back where indicated. Once the Card is signed, it cannot be transferred to anyone else. **Write down the Card number and the Customer Service number, 866.902.6082 on a separate piece of paper in case the Card is lost, stolen, or destroyed.** We urge you to register the Card in your name on the Gift Card Website, which can be accessed at: [www.dfcufinancial.com](http://www.dfcufinancial.com). By registering the Card, we can establish your relationship to the Card in the event it is lost, stolen, or destroyed.

#### **USING YOUR GIFT CARD**

You may use your Card as often as you like to obtain goods and services up to the value of the Card. Each time you use your Card, we will deduct the amount of the transaction from the remaining value associated with the Card. The Card is not reloadable and cannot be used after its value reaches zero. To pay for purchases at merchants that accept Visa® debit cards, you should use it as you would a credit card, by selecting the "credit" payment option and signing the sale receipt. Although your Card is a debit card, it will not work with debit payment systems that require a personal identification number (PIN). **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. To obtain your available balance and a record of daily updated Card transactions, call 866.902.6082.**

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. If you use your Card for more than its available value, you agree to pay us the difference upon demand. If you have a problem with a purchase that you make with the Card, or if you have a dispute with a merchant, you must deal directly with the merchant. If you are entitled to a refund for any reason relating to a Card transaction, you agree to accept the refund under the policy of that merchant.

#### **THE CARD CANNOT BE USED:**

- To obtain cash, except in the event of its cancellation, as described in this Agreement;
- For gambling or any unlawful activity, or
- To make regular, preauthorized payments to third parties.

## **PURCHASES GREATER THAN THE VALUE ON YOUR GIFT CARD: COMBINING FORMS OF PAYMENT AND SPLIT TENDER TRANSACTIONS**

If you wish to use your Card to purchase an item for more than the available balance on the Card, subject to the merchant's policy, you may be able to use your Card toward a portion of the purchase price and then use another form of payment to pay the balance of the purchase price. This is called a "split tender" transaction because you would be "splitting" the purchase price between your Card and another form of payment. You **MUST** ask the merchant if two forms of payment will be accepted for the purchase you wish to make. If the merchant agrees, first request that the merchant debit or charge a specific dollar amount on the other form of payment (i.e., the purchase price less the available balance on your Card), and then use your Card to pay the remaining balance. Some retailers, particularly department stores, will only allow a "split tender" transaction if the second form of payment is cash or check. Internet and most mail order merchants do not permit "split tender" transactions. We do not guarantee that the merchant will accept two forms of payment, such as two gift cards.

## **USE AT GASOLINE MERCHANTS**

If you use your Card to purchase gasoline, we recommend that you pay inside the station, not at the pump. If you were to pay at the pump, the electronic terminal at the pump may be programmed to confirm that you have sufficient available balance on your Card to pay for an average purchase of gas. Before you are permitted to pump gas, many pumps seek an authorization for \$75 and this amount could increase from time to time ("Preauthorization Request"). If you have an insufficient available balance on your Card to cover the Preauthorization Request, your attempt to use your Card at the pump may be declined. If you have a sufficient available balance on your Card to cover the Preauthorization Request, you will be permitted to continue your transaction at the pump. However, if the dollar amount of your actual gasoline purchase is less than the amount of the Preauthorization Request that we approved, a "hold" on your available balance may automatically result equal to the difference between the two amounts. Once the merchant sends us the final amount of your actual gasoline purchase, we will remove the "hold" on your available balance for any additional amount exceeding this final amount. This may take 3 to 7 days and during this period you will not be able to use any balance subject to this "hold." **TO AVOID A DECLINE OF, OR A HOLD ON, YOUR AVAILABLE BALANCE ON YOUR CARD, WE RECOMMEND THAT YOU PREPAY FOR YOUR GASOLINE INSIDE THE STATION.**

## **USE AT RESTAURANTS, HOTELS, AND SIMILAR MERCHANTS**

When a merchant with employees receiving tips (e.g., restaurants, spas, or hair salons), or a merchant in the travel business (e.g., a hotel, car rental agency, or cruise line) requests approval to complete your transaction, the merchant will often add a fixed percentage to the amount reflected on the bill presented to you prior to payment. This additional amount is meant to cover the tip or possible additional charges that they anticipate you will add to the bill. As a result of this increased authorization request, if you have insufficient available balance on your Card to cover the amount that the merchant requested us to approve, your Card may be declined. If you have more than sufficient available balance on your Card to cover the amount that the merchant requested us to approve, it may result in a "hold" on your available balance for the additional amount if you do not add the amount they anticipate. Once the merchant sends us the final transaction amount you designate, we will remove the "hold" on your available balance for any additional amount exceeding the final transaction amount. This may take 3 to 7 days and during this period you will not be able to use any Available Funds in a "hold" position. **TO AVOID A DECLINE OF, OR A HOLD ON, YOUR AVAILABLE BALANCE ON YOUR CARD YOU CAN ASK THE MERCHANT TO AUTHORIZE A SPECIFIC DOLLAR AMOUNT. WE DO NOT GUARANTEE THAT THE MERCHANT WILL FULFILL THIS REQUEST.**

## **INTERNET AND MAIL ORDER PURCHASES**

Internet, mail, and phone order purchases may require that we have

the correct name and home address of the Card owner on file. If you wish to make Internet or mail order purchases, you will need to register the Card in your name on the Gift Card Website, which can be accessed at: [www.dfcufinancial.com](http://www.dfcufinancial.com) prior to performing an Internet, mail, or phone order transaction.

### **LOST OR STOLEN CARDS**

Contact us immediately at 866-902-6082 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. You will not be liable for lost value on the Card if you satisfy the following conditions:

- You have immediately called us and reported the Card lost or stolen, which allows us to status the Card.
- You have signed the Card on its reverse side in permanent ink.
- You inform us of the Card number and the approximate date of your last authorized use.
- You have not reported two or more incidents of unauthorized use to us in the preceding 12-month period.

When you contact us, you will be asked to provide the Card number and other identifying details. We cannot provide a replacement Card if you do not have your Card number available. If our records show that there is still an available balance remaining on the Card, we will cancel the Card and send you a replacement Card. The replacement Card will be in the amount of available balance on your lost or stolen Card at the time you notified us. Subject to applicable law, we will deduct a \$10.00 replacement Card fee from your available balance. PLEASE SAFEGUARD YOUR CARD AND TELL US IMMEDIATELY IF THE CARD IS LOST OR STOLEN.

For purposes of this Agreement, our business days are Monday through Friday. Holidays are not included.

### **OUR LIABILITY FOR FAILURE TO MAKE 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, if any, we will be liable to you for losses or damages. 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 Card has been reported lost or stolen;
- If the Credit Union has reason to believe there is something wrong, for example, that the Card has been stolen;
- If the transaction information supplied to the Credit Union 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

### **ERROR RESOLUTION PROCEDURES**

Records detailing the use of your Card are available by calling **866.902.6082**. In case of errors or questions about transactions arising from the use of your Card, or if any records you see show transactions that you did not make, call **866.902.6082** immediately. We must hear from you no later than 60 days after the transaction appeared on the transaction activity report. If a good reason such as a hospital stay or long trip prevented you from telling us, 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 of the suspect error.

Once the type of dispute is identified, we will mail you the appropriate paperwork to complete. No other action will be taken until the completed paperwork is received at the address specified in the documentation. Upon receipt of the completed paperwork, we will send you a confirmation letter and begin the investigation. We will determine whether an error occurred within 60 days. If we need more time, however, we may take up to 30 additional days to investigate your complaint or question. If we decide to do this, we will send you a letter. Credit will be given only after it has been determined that it is warranted.

We will tell you the results 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.

#### **EXPIRATION OR TERMINATION OF YOUR GIFT CARD**

The Card is valid until the entire value of the Card has been used or until the expiration date shown on the Card, whichever occurs first. You may also choose to terminate your Card. If there is a remaining balance when the Card expires, or you choose to terminate your Card, you can obtain a refund check for the unused balance by mailing a written request to: DFCU Financial, Card Services Dept, PO Box 6048, Dearborn, MI 48121. Issuance of a refund check is subject to a service fee as described below.

The Card is the property of DFCU Financial 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.

#### **FEES**

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. The following fees may apply and will be deducted from the available balance on the Card, except where prohibited or modified by applicable law:

**Purchase Fee:** \$3.95

**Monthly Card Fee:** After the first 12 months of inactivity or non-usage of the Card, a \$3.50/month fee will be charged to your Card each month until the Card expires. This fee will not be charged once the balance on the Card reaches \$0.00.

**Card Replacement or Renewal Fee:** A \$10.00 fee will be charged to your Card if the Card is reissued or replaced.

**Foreign Transaction Fee:** If a Card is used to make a purchase outside the United States, Visa International will convert the local currency amount of the transaction to U.S. Dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is either (a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. The currency conversion rate for the processing date may differ from the rate in effect on the date of the transaction or the date the transaction is charged to the Card's balance. For each purchase transaction in a foreign currency, we may also charge a foreign currency conversion fee, which is based on the amount provided to us by Visa, in U.S. Dollars (the "Network Transaction Amount"). The foreign currency conversion fee is one percent (1%) of the Network Transaction Amount.

#### **DISCLOSURE OF INFORMATION TO THIRD PARTIES**

Generally, absent your consent, we will not disclose information about your Card or its transactions, but may do so under the following circumstances: (i) to comply with a statute, regulation, or rule; (ii) in connection with examinations by state and federal banking authorities; (iii) to comply with any legal process, including, without limitation, a subpoena, search warrant, or other order of a government agency

or court; (iv) when we determine that disclosure is necessary or appropriate in order to complete a transaction; (v) to verify the existence and condition of your Card for a third party, such as a merchant or credit bureau; (vi) to provide information to your legal representative or successor; (vii) to report the involuntary cancellation and revocation of your Card; (viii) when we conclude that disclosure is necessary to protect you, your Card, or our interests; (ix) to our agents, independent contractors, and other representatives in connection with the servicing or processing of your Card or its transactions, or similar purposes; (x) to our affiliated companies; or (xi) if you give your permission.

#### **APPLICABLE LAW**

To the extent federal law is not applicable, the laws of the state of Michigan shall govern this Agreement without regard to that state's conflict of laws principles. We may waive any of the provisions or conditions of this Agreement, but any such waiver shall be effective only on that occasion and shall not be construed as a continuing waiver of the waived provision or condition on any other occasion.

#### **ARBITRATION**

Any controversy or claim between you and us, including, but not limited to, those arising out of or relating to the Card, this Agreement, or any related agreement or any claim based on or arising from an alleged tort, shall at the request of either party be determined by arbitration. The arbitration shall be governed by the Federal Arbitration Act (Title 9, U.S. Code), notwithstanding any choice of law provision in this Agreement, and under the authority, and the applicable consumer rules and procedures of, the American Arbitration Association then in effect. Arbitrator(s) must be licensed attorneys with expertise in the substantive laws applicable to the subject matter of the dispute. The arbitration shall take place in the state in which you live. Neither you nor we shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.



**400 TOWN CENTER DRIVE  
DEARBORN, MI 48126**

DFCU Financial is federally insured by the National Credit Union Administration.