

## ESL Visa® Travel Card Terms and Conditions

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The following are your ESL Federal Credit Union Visa Travel Card Terms and Conditions. "We" "us" and "our" refer to ESL Federal Credit Union ("ESL"). "You" and "your" refer to the person who has obtained an ESL Visa Travel Card from us. "Card" means the primary reloadable ESL Visa Travel Card and any secondary and additional reloadable ESL Visa Travel Cards obtained from us. Our "Business Days" are Monday through Friday and exclude holidays.

"Initial Load" refers to the funds required to be placed on the Card when you purchase the Card.

"Reload" refers to additional funds placed on the Card after the Initial Load.

### **Agreement; Amendments**

We agree to maintain the Card for you and to perform according to this Agreement. By obtaining a Card from us, activating the Card, using the Card, or by permitting anyone else to use the Card, you agree to the provisions of this Agreement, and further agree that this Agreement is binding on your successors, representatives and assigns. We may from time to time adopt new or amended provisions which will be effective after notice has been mailed to you at the last address or email address shown for the Card on our records or has been posted on our website, [esl.org](http://esl.org), or as otherwise permitted by law. Provisions changed pursuant to regulatory authorities shall be effective per such regulation without further notice.

### **Ownership and Use of the Card**

**You must be an ESL member in good standing and must be a citizen or a resident of the US with a valid social security number to purchase this Card.** You and any authorized user must be at least 13 years old to purchase or use the Card or any additional Cards. The Card is and will remain our property. However, you will be solely and completely responsible for the possession, use and control of the Card. You must surrender the Card to us immediately upon request. You agree not to use the Card for unlawful Internet gambling or any other illegal transaction. Even if you use your card for an illegal transaction, you will be responsible for all amounts and charges incurred in connection with the transaction. You further agree, should illegal use occur, to waive the right to sue us for such illegal activity directly or indirectly related to it. You also agree to indemnify and hold us harmless from any suits or other legal action or liability, resulting from such use. We are not responsible if any merchant refuses to accept the Card.

### **Activating Your Card**

Sign the back of your Card before you use it. Your Card is activated upon Initial Load and can be used immediately. We recommend you also register your Card by calling toll-free, 866.760.3156 or by [clicking here](#). You will be required, for validation purposes, to provide personal information.

## **Obtaining a PIN**

A PIN is required to access cash from ATMs and to use at Interlink merchants. To obtain a PIN, call toll free 866.760.3156. You may change your PIN at anytime by calling toll free 866.760.3156 or by visiting [esl.org](http://esl.org). If you change your PIN, be sure to choose a PIN with a number that, while easy for you to remember, may be difficult for someone else to guess.

## **Using Your Card**

The minimum amount of the Initial Load is \$20.00 and the maximum amount of the Initial Load is \$5,000.00.

The Card is a non-personalized reloadable stored-value card. It is neither a credit card, nor a NCUA insured share account. This card is issued by ESL Federal Credit Union pursuant to a license from Visa U.S.A, Inc. Your Card allows you to access your prepaid funds at ATMs which display the Visa brand. You may also use your Card at merchants who accept VISA debit cards worldwide. The Card may not be used at some merchants including non-financial money exchange establishments and gambling establishments.

The maximum amount that can be on your Card is \$5,000.00. You can withdraw a maximum of \$600.00 from an ATM during any calendar day of the year. For purchases, the maximum daily amount you can spend using the card is \$2,500.00. You can authorize purchases up to a maximum of \$2,500.00 during any calendar day of the year in addition to the \$600.00 daily maximum for ATM withdrawals. All of your Cards share in these limits. For example, if you spend \$2,000.00 in any calendar day of the year using one of your Cards, you may only spend an additional \$500.00 that same day using the same Card or any additional Cards.

The Card is non-transferable. The person who purchases the Card is the only person authorized to use the Card. Please do not give your Card to anyone else to use.

You may request up to three additional Cards when you order your Card for any user you authorize which will have to be separately activated and which can be used in the same way as the Card at ATMs and merchants that accept VISA debit cards. You are responsible for all authorized transactions made with this additional Card. Only you can load funds to the Cards. All of your Cards share in the Initial Load and Reload amounts. For example, if you add \$2,000.00 to any of your Cards, all of your Cards will have access to the \$2,000.

You may only use the Card when there is a balance available on the Card and only up to the amount left on the Card and any transaction fee due. All use at an ATM or for purchases will be deducted from your Card, including any transaction fees. Any transaction made that exceeds the available balance will be declined.

Some Interlink and VISA merchants may, subject to limits, allow you to use your Card for cash-back on purchases and cash may be advanced at a Visa affiliated financial institution.

Gas stations- When you use your Card at an automated gas station pump, the network will place a minimum authorization (hold) of \$74.00 against the available funds on the Card to enable gas to be dispensed. Any unused amount of this authorization may take up to 24-hours to become available for purchases with your Card. If your available balance is less than \$74.00, please pay the attendant in the gas station.

Telephone calls - If you use the Card to make a telephone call this can require a minimum Card balance of \$15.

Restaurants, hotels, automobile rentals and cruise lines usually factor a tip or gratuity into the price of up to 20% when preauthorizing Card purchases. Any amount you preauthorize will be not available to you to spend using the Card, though you will only be debited the actual amount you spend.

For hotels and cruises, if up to 30 days elapse without you authorizing an amount any pre-authorization will be cancelled and the funds will be available to you. For all other pre-authorizations, the hold will remain on the funds for up to three business days.

Mail order companies often add a similar amount for potential shipping costs although the amount finally debited will be as the final bill.

When making a purchase on the phone, by mail or online the account information you provide must be the same account information as registered for the Card and a difference may lead to a declined authorization.

If you use the Card to buy goods and you want to use some other method of payment for part of the cost please advise the store in advance and use the Card first before paying any balance by other means. We do not guarantee that the establishment will fulfill this request.

Your Card will expire on the last day of the month of the expiration date displayed on the front of the Card. Funds remaining on an expired Card will be automatically deposited into your ESL membership share account. The Card is our property and we may revoke the Card at any time without cause or notice. You must surrender a revoked Card and any Additional Card and you may not use an expired or revoked Card. Upon revocation any amount remaining in your Card account, after deducting all applicable fees, will be returned to you.

You will notify us promptly within a reasonable time if the Card is lost or stolen. A replacement Card will be issued for the balance remaining on the Card at the time it is reported lost or stolen (subject to unauthorized use of the Card as set out below).

Any entity honoring the Card is required to obtain approval or authorization for any transaction. The balance available for authorizing transactions with the Card is the lesser of your available balance or any dollar limitation disclosed for the transaction being performed. You may use your Card only in the manner and for the purposes authorized by this Agreement.

You do not have the right to stop payment on any purchase transaction originated by use of the Card. We are not responsible for any injury to you or to anyone else caused

by any goods or services purchased or leased with your Card. If you are entitled to a refund for any reason for goods or services obtained with a Card, you agree to accept credits to your Card in place of cash.

We may suspend access to your Card if we notice excessive use of your Card or other suspicious or potentially illegal activities. Access will be reinstated once we have notified you, clarified the situation and rectified any problems.

### **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 in your purse or wallet. 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 and you will be responsible for any transactions initiated by such person with your Card.

We advise that any person to whom you may give an additional Card should be advised to treat the PIN for that Card in the same manner.

### **For Your Safety When Using an ATM, Please Observe the Following**

If the ATM you are using is inside a building, close the entry door completely upon entering. Individuals who have a legitimate need to gain access to an ATM should have an access device. Put withdrawn cash in a secure place before stepping away from the ATM. Be aware of your surroundings. If you believe you are being watched or followed, cancel your transaction, then go to a well-populated area. If necessary, call the local police. Do not write your PIN on or near the Card. Do not give your PIN to anyone else. In case of an emergency, call 911.

### **Card Activity Information**

You can review your Card balance and the last five transactions activity records by calling toll-free 866.760.3156 or by visiting [esl.org](http://esl.org) where full details of all transactions are available free of charge.

This information is available to you 24 hours a day, 7 days a week. Your ESL Visa Travel Card account number and some of the information requested when you ordered the Card are required for authentication.

### **Card Reloading**

#### **You are limited to 3 Reloads on your Card.**

The minimum Reload is \$20.00 and the maximum reload is \$5,000.00, subject to the \$5,000.00 maximum that can be on your Card. You can Reload your Card using your ESL Visa<sup>®</sup> Check Card, ESL Visa<sup>®</sup> Credit Card, ESL Visa<sup>®</sup> Business Check Card or ESL Visa<sup>®</sup> Business Credit Card by [clicking here](#). You can also Reload your Card by visiting an ESL Federal Credit Union branch, or by calling 800.848.2265.

*Funds may not be available for immediate use after you have initiated the transfer.*

### **ATM Usage**

The frequency, amount, and timing of cash withdrawals made from ATMs may be limited by the ATM operator. ATM use is subject to a transaction withdrawal limit of \$600. There may be other limitations on the types, frequency, and timing of cash withdrawals established by us from time to time, without notice, for security purposes.

An additional fee may be imposed by an ATM operator when you initiate a withdrawal or balance inquiry and by any ATM network used to complete the transaction. This surcharge may not be notified to you in advance and will be deducted from the Card.

### **Prepaid Card Account Fees and Charges**

**Card Fee - \$4.95 per card**

**Additional Card Fee - \$4.95 per card**

**Reload Fee - \$3.00**

**Monthly Account Maintenance Fee - \$3.00 per card;** no fee is charged if there is not a balance on the Card

**Card Replacement Fee - \$12.00 per card**

**Rush Delivery Fee - \$15.00 per card**

**Foreign Exchange:** If a 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 is the wholesale money market or the government-mandated rate increased by 1% (including the VISA handling charge of 1%).

### **Our Liability**

If we do not complete a transfer from the Card on time or in the correct amount according to these terms and conditions we will be liable for your losses or damages. However there are some exceptions. We will not be liable, for instance:

If through no fault of ours, an ATM or merchant refuses to honor the Card.

If through no fault of ours, you do not have enough money available on your Card to make a withdrawal or purchase.

If the terminal or system was not working properly and it was known about when the transaction started.

If circumstances beyond our control; (such as flood or fire) prevent the transfer, despite reasonable precautions that we have taken.

Other exceptions stated in these terms and conditions.

### **Errors or Questions**

If you think there is an error involving a transaction made with your Card such as a purchase you didn't make or an incorrect amount charged to your Card, please call us at 866.760.3156, e-mail us at [esl.org](mailto:esl.org) or write to us at: Cardholder Services P.O. Box 550578 Ft. Lauderdale, FL 33355. If you tell us orally, we may require that you send your claim or question in writing within 10 business days.

We must hear from you no later than 60 days after the transaction is posted to your account. Tell us your name and Card number. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. Tell us the dollar amount of the suspected error.

Generally, we will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will re-credit your Card within 10 business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. 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 re-credit your Card.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation and any credit made under the preceding paragraph must be repaid by you. You may ask for copies of documents that we used in our investigation.

### **Unauthorized Use of Your Card**

Our zero liability policy may protect you from liability for certain unauthorized transactions. Under our zero liability policy, unless you have been grossly negligent or have been engaged in fraud, you will not be liable for any unauthorized transactions made with your lost or stolen Card. If you are grossly negligent or have engaged in fraudulent conduct, you could lose all the money in your account. A transaction is unauthorized if it is not initiated by you, you did not give permission to make the transaction and you do not benefit from the transaction in any way. Any unauthorized transactions will be re-credited to your Card in five business days.

Also, if your account history has transactions that you did not make, tell us at once by calling, toll-free, 866.760.3156. If you do not tell us within 60 days after the transaction was posted to your account, you may not get back any money you lost if we can prove we could have stopped someone from fraudulently using the Card if you had told us in time. If we believe that a good reason kept you from telling us, we will extend the time periods.

Visa's Zero Liability policy means 100 percent protection for you. Visa's enhanced policy guarantees maximum protection against fraud. You now have complete liability protection for all of your card transactions that take place on the Visa system. Should someone steal your card number while you're shopping, online or off, you pay nothing for this fraudulent activity.

If you notice fraudulent activity on your card, promptly contact your financial institution to report it. It is important to continually monitor your monthly statement to identify any unauthorized transactions. \*\*

\*\*Cardholders should always regularly check their transaction history for accuracy. Financial institutions may impose greater liability on the cardholder if the financial institution reasonably determines that the unauthorized transaction was caused by the gross negligence or fraudulent action of the cardholder—which may include your delay for an unreasonable time in reporting unauthorized transactions.

## **Termination**

We reserve the right to terminate this Agreement or any of the services that are described herein by giving you written notice. You may, at any time, terminate this Agreement by calling us, toll-free, at 866.760.3156. Termination will not affect any of our rights or your obligations arising under this Agreement prior to termination.

## **Assignment**

We may at any time and without notice to you assign the Card, this Agreement or any of our rights or obligations under the Card or this Agreement to any person or entity. The person or entity to which we make any such assignment shall be entitled to all our rights and/or obligations under this Agreement, to the extent assigned.

## **Privacy**

Please refer to our [Privacy Policy](#) for our policies on information collection and sharing.

## **Unclaimed Funds**

The balance on an expired card may become unclaimed funds and income to ESL Federal Credit Union if, as shown by our records, you have not, within the statutory period, caused any activity or received any payments with regard to the Card, indicated any interest in the Card, corresponded with us concerning the Card, or otherwise indicated an interest in the Card as evidenced by a writing on file with us, or transacted any business with us.