

## ESL Visa® Gift Card Terms and Conditions

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The following are your ESL Federal Credit Union Visa Gift 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 Gift Card from us. "Card" means the ESL Visa Gift 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.

### **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 web site, [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 or Cash Services Customer in good standing to purchase a Card.** 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, Obtaining a PIN, and Registering your Card**

#### **Activating and Obtaining a PIN**

[Click here](#) to activate your Gift Card or call toll-free, 866.902.6082. You will obtain your PIN at the time of activation.

#### **Registering your Card**

We strongly recommend registering your card at [esl.org](http://esl.org).

#### **Using Your Card**

The minimum amount of the Initial Load is \$20.00 and the maximum amount of the Initial Load is \$500.00.

This card is issued by ESL Federal Credit Union pursuant to a license from Visa U.S.A., Inc. You may use your Card for purchases at most merchants who accept Visa debit cards worldwide. The Card may not be used for recurring payments, installment billing, non-financial money exchange establishments and gambling establishments.

You must register your card at [esl.org](http://esl.org) to make online or telephone purchases.

The Card may not be reloaded. The Card is neither a credit card nor a NCUA insured share account. You may only use it when there is a balance remaining on the Card and only up to the amount left on the Card. Purchases will be deducted from your Card until the value reaches zero. If a transaction initiated by you exceeds the remaining balance on the Card, you must tell the merchant before completing the transaction. Any transaction attempted for more than the amount available on the Card will be declined. Therefore, you must know the amount available on your Card and inform the merchant to process the transaction in that amount. You must pay the difference with another form of payment. If you are given value through the use of the Card greater than the balance remaining, you will pay us on demand the amount by which your transactions exceeded the balance remaining on the Card.

Some merchants, like restaurants, may attempt to submit authorizations against the Card for an amount greater than the actual purchase amount. If a merchant attempts an authorization greater than the balance remaining on your gift Card, it may be declined.

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.

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.

### **Expiration, Closure and Revocation**

Your Card expires on the last day of the month of the expiration date displayed on your Card. The funds are available for a minimum of five years from the Initial Load date or until the entire Initial Load amount has been depleted, whichever comes first. However, in no event will the funds be available longer than seven years from the Initial Load date. If you do not deplete the Initial Load amount by the expiration date of the Card and it has not been seven years from the Initial Load date, you may order a replacement Card that

contains your remaining funds less any fees and charges. We encourage you to use the entire amount before the funds expire. Expired funds are subject to the Unclaimed Funds provisions of these Terms and Conditions.  
The Card does not have a cash back option.

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 you may not use an expired or revoked Card. Upon revocation any amount remaining on your Card, after deducting all applicable fees, will be deposited into the ESL membership share account of the person who purchased the card.

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

#### **Card Fee - \$3.50**

**Monthly Inactivity Fee - \$2.50 per month** charged after 36 consecutive months of inactivity. The fee will not be charged once the balance of the Card reaches \$0.00.

#### **Card Replacement Fee - \$12.00**

**Foreign Exchange Fee:** 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 to determine the transaction amount in U.S. Dollars is either a rate selected from 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 the government mandated rate in effect for the applicable central processing date. An International Service Assessment fee in the amount of 1% of the international transaction will be deducted from your card.

### **Your Liability For A Lost or Stolen Card or Unauthorized Transactions**

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.
- 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.
- You report all facts of the loss or theft to us and you cooperate in our investigation.

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).

### **Our Liability for Failure to Make Transactions**

We may restrict access to the Card, temporarily or permanently, if we notice suspicious activity in connection with the Card, and we will notify you if we do so. We have no liability for restricting access to the Card because of suspected suspicious activity. Access will be reinstated if we determine that there has been no unauthorized use of the Card.

If we do not complete a transfer from the Card on time or in the correct amount according to our Agreement with you (other than for restrictions because of suspicious activity), we will be liable for the correct amount of the transfer. 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 your 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 suspected 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.

**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 **866.902.6082**. 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.