

**STATE EMPLOYEES' CREDIT UNION VISA® GIFT CARD TERMS AND CONDITIONS**  
**Effective February 2017**

This Cardholder Agreement ("Agreement") sets forth the terms and conditions of your SECU Visa Gift Card ("Card"). Please read this entire agreement carefully and keep it for your records.

In this Agreement, the words "you" and "your" mean the individual who purchased a Card or received a Card. "We," "us," "our," "SECU," and "Credit Union" mean State Employees' Credit Union, the issuer of the Card, at Cardholder Services, P.O. Box 28540, Raleigh, NC 27611-8540. For purposes of these disclosures, our business days are Monday through Friday, 8:30 am to 5:30 pm, excluding holidays. Contact your local branch or if you need assistance outside of the Credit Union's normal business hours, please call us at 1-888-732-8562. Calls to the Credit Union may be recorded.

**YOUR AGREEMENT**

In order for the Card to be valid, it must be signed by the cardholder. By signing, activating, using, or allowing another person to use the Card, you agree to this Agreement and are responsible for all authorized transactions made by the use of this Card. A "transaction" means any use of the SECU Visa Gift Card to make a purchase. If you do not agree to this Agreement, do not sign or use your SECU Visa Gift Card and immediately contact your local branch or call us at 1-888-732-8562 to block the Card. Calls to the Credit Union may be recorded.

**CARD USE**

You must activate your Card and obtain a Personal Identification Number (PIN) before using your card. The card may be activated by visiting our website at [www.ncsecu.org](http://www.ncsecu.org): click on "Accounts & Cards," then "Visa Gift Card." The link to My Account is located in the final paragraph. Once logged in, the Activate Card option can be found in the Account Activities Menu. Your PIN will be displayed after activation. You may also call the toll free number listed on the back of the card to activate the card and obtain a PIN. You may use the Card to purchase goods and services from participating merchants in the U.S., and internationally if a magnetic stripe transaction is allowed. You may make purchases with a PIN instead of your signature through the Maestro PIN network. To use your PIN, select the "debit" payment option at the point of sale and enter your PIN when prompted. You cannot use your PIN to get cash back at the point of sale, at an ATM or through any other method. You may not use the Card to pay for car rentals, cruise lines, or to pay for gas at the pump. To purchase gas, you must give the Card to an attendant to process payment. By using your Card, you authorize the Credit Union to debit or credit your Card for the amount and type of transaction made.

You acknowledge and agree that the total amount of purchases that may be made with the Card is limited to the Available Balance. You are responsible for keeping track of your Available Balance. You may obtain your Card balance by visiting our website at [www.ncsecu.org](http://www.ncsecu.org): click on "Accounts & Cards," then "Visa Gift Card". The link to My Account is located in the final paragraph. Once logged in, you can obtain your balance and transaction history on the My Account-Overview page or call 1-866-902-6082. You may not use the Card at ATMs or to access any accounts you may have at the Credit Union. This Card may not be reloaded.

If you wish to use the Card to make purchases over the Internet, by telephone or through a catalog, you must first register the Card online. At [www.ncsecu.org](http://www.ncsecu.org), click on "Accounts and Cards," then "Visa Gift Card" under the "Cards" heading. The link to My Account is located in the final paragraph. You will be asked for the Card number and unique identifying information. You must use a United States address when registering your Card. Notify us of any change in your address or phone number.

If you wish to make a purchase that exceeds the available card balance, you must inform the merchant of the amount you want to pay with the Visa Gift Card prior to beginning your transaction, and that you will pay the difference in cash, check, credit or debit card. If the purchase amount exceeds the available balance of the Visa Gift Card, the transaction will be declined. Not all merchants will accept this type of "split tender" payment.

A merchant will obtain authorization for the amount of your purchase. A purchase will not be authorized if it exceeds the Available Balance. However, in the event that such a transaction is authorized due to system malfunctions or any other reason, you are liable for, and agree to pay immediately, the difference between the Available Balance and the transaction amount.

You may not use the Card for recurring payments, non-financial money exchange establishments, or to conduct illegal transactions such as gambling or to purchase illegal goods and services. We may refuse to authorize a Card transaction if: (a) the Card is reported lost or stolen; (b) we are uncertain whether the transaction is authorized by you; or (c) we reasonably believe that the transaction is made in connection with an unlawful transaction or activity; including without limitation, gaming, gambling, lottery, or similar activities. We may temporarily “freeze” the Card and attempt to contact you if we note transactions that are unusual or appear suspicious.

The Card should be treated the same as cash and you are responsible for safeguarding the Card. You do not have the right to stop payment on any transaction originated by use of your Card. You may not resell your Card.

#### **AUTHORIZATION HOLDS**

When you use your SECU Visa Gift Card to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and may estimate its final value. When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold on your Card’s available balance for the amount submitted by the merchant. We will only post the correct amount of the final transaction to your Card. Until the transaction finally settles or 3 business days have passed, whichever occurs first, the funds subject to the authorization hold will not be available to you for other purposes. An exception to this rule is that authorizations from hotels are held for 10 business days.

Some merchants may also add an amount (such as an estimated tip) to ensure that sufficient funds will be available to cover the final transaction; therefore, the authorization hold may be more or less than the final transaction amount. If the amount of the authorization request exceeds the available funds on your Card, the transaction may be declined. We are not responsible if we do not authorize or pay subsequent Card transactions while such an authorization hold is in place on the available balance. The merchant still has the authority to post the transaction after the authorization has expired if an authorization was initially obtained. In addition, if you commence a purchase and the merchant obtains an authorization and then you cancel the purchase without completing it, the authorization may result in a temporary hold for that amount of funds for 3 business days or 10 days in the case of a hotel authorization.

#### **IF YOUR CARD IS LOST OR STOLEN**

You must notify us AT ONCE if you believe your SECU Visa Gift Card has been lost, stolen, or that someone has used or may use your Card without your permission, by calling 1-866-902-6082. You may write us at: Cardholder Services, P. O. Box 7235, Sioux Falls, SD 57117-7235. See "Your Liability for Unauthorized Use of Your Card." You agree to cooperate with us in our investigation of any possible unauthorized use of your SECU Visa Gift Card.

#### **FEES**

Initial Issuance Fee	\$2.00 when purchased at an SECU branch \$3.50 when purchased on the SECU website
Card Inactivity Fee	\$1.00/month after 12 months of no activity*
Card Replacement Fee	\$8.00**

\*Activity includes the purchase of the Card, and use of the Card to purchase goods and services. Activity does not include: the imposition of fees; an adjustment due to an error; a reversal of a prior transaction; replacement of an expired, lost, or stolen Card; balance inquiries, and incomplete transactions.

\*\*There is no fee for replacing an expired Card with a remaining balance of \$20.00 or more.

#### **REFUNDS AND MERCHANT DISPUTES**

If you are entitled to a refund for any reason, you agree to accept a refund in the form offered by the merchant. You will settle all disputes about purchases you made using your Card with the merchant who honored the Card. We are not responsible for the delivery, quality, safety, legality, or other aspect of goods or services that you purchase with the Card.

### **CONFIDENTIALITY**

We will only disclose information to third parties about your Card or the transactions you make: when it is necessary for completing transactions; in order to verify the existence and condition of your Card for a third party, such as a credit bureau or merchant; in order to comply with government agency or court orders; or if you give us your written permission.

### **OBTAINING CARD INFORMATION**

Detailed information regarding the use of your Card is available at [www.ncsecu.org](http://www.ncsecu.org) or by calling 1-866-902-6082.

### **DOCUMENTATION**

You can get a receipt at point-of-sale terminals at the time you make a transaction. A receipt may not be required for a point-of-sale transaction if the amount of the transaction is \$50 or less.

### **OUR LIABILITY**

If we do not complete a transaction to or from your Card on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages to the extent required by federal law; however, there are some exceptions. We will not be liable, for instance: if, through no fault of ours, there are insufficient funds on your Card to process a transaction; if a merchant refuses to honor the Card; if the system, or POS terminal was not working properly and you knew about the break down when you started the transaction; if the Card is expired, damaged, or revoked; if circumstances beyond our control (such as fire or flood) prevent or delay the transaction from being completed, despite reasonable precautions that we have taken; if you attempt to use a Card that has not been properly registered on the gift card website; if the Card has been reported as lost or stolen, has been suspended by us, or we have reason to believe a transaction was not authorized by you; if the merchant authorizes an amount greater than the purchase amount; or if the merchant does not properly transmit transaction information to us. There may be other exceptions provided by applicable law.

### **CLOSURE, EXPIRATION, OR REVOCATION OF CARD**

The Credit Union may, at any time, suspend your Card and your ability to use your Card for any reason allowed by law, such as if we suspect possible fraud or suspicious activity, or for security reasons. We may, at any time and for any reason, revoke an SECU Visa Gift Card and your use of the Card and may request the Card to be surrendered. You agree to surrender a revoked Card promptly upon request. Upon revocation, any stored value remaining on the Card will be refunded to you less any applicable fees. The SECU Visa Gift Card expires on the last day of the month displayed on the Card. Upon revocation or expiration, we may cease accepting or authorizing transactions on the Card. At expiration or after 3 years of inactivity, whichever occurs first, the Card will be closed and any unused balance will be returned to the appropriate governing body under applicable escheatment laws. These laws are subject to change. To the extent permitted by law, you agree to pay attorneys' fees and collection costs we incur in collecting amounts you owe us and enforcing our rights under this Agreement.

### **CHOICE OF LAW**

This Agreement and all aspects of your relationship with us with regard to your SECU Visa Gift Card are governed by and defined in accordance with federal law and, to the extent that state law applies, the laws of the State of North Carolina.

### **ADDITIONAL TERMS**

We or our agents may monitor your telephone calls with us. You may not transfer any of your rights or obligations. If any provision of this Agreement is determined to be void or unenforceable, all other provisions of this Agreement shall remain valid and enforceable. This Agreement constitutes the entire agreement between you and us relating to the SECU Visa Gift Card. Use of an SECU Visa Gift Card is subject to all rules and customs of Visa, Maestro, and any other clearinghouse or network involved in the transaction.

### **YOUR LIABILITY FOR UNAUTHORIZED USE OF YOUR CARD**

Notify us AT ONCE if you believe your SECU Visa Gift Card or PIN has been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission. Telephoning is the best way to limit your potential losses. If you notify us within 2 business days after you learn of the loss or theft of your Card or PIN, you may lose no more than \$50 if someone used your Card and PIN without your permission. However, you must meet the following conditions:

- You have reported the Card lost or stolen within 2 business days, allowing us to block further use of 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 report all facts of the loss or theft to us and you cooperate in our investigation.

If you do NOT notify us within 2 business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had notified us, you could lose as much as \$500.00.

Also, if there are transactions on your Card reflected on the website where you registered your Card that were not made by you, including those made by Card or other means, notify us at once. If you do not notify us within 60 days of the transaction, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had notified us in time. You could lose all the money on your Card. If a good reason (such as a long trip or a hospital stay) kept you from notifying us, we may extend the time periods.

### **NOTICE OF ERROR RESOLUTION RIGHTS FOR YOUR SECU VISA GIFT CARD**

#### **KEEP THIS NOTICE FOR FUTURE USE**

Telephone us at 1-866-902-6082 or write to us at Cardholder Services, P.O. Box 7235, Sioux Falls, SD 57117-7235, as soon as possible, if you think an error has occurred on your SECU Visa Gift Card or if you need more information about a transaction listed on a receipt or the gift card website. You can print a copy of the Dispute Form by visiting [www.ncsecu.org](http://www.ncsecu.org): click on "Accounts & Cards," then "Visa Gift Card." The link to My Account is located in the final paragraph. Once logged in, the Dispute Form can be found in the Account Activities Menu. We must be notified by you no later than 60 days after the problem or error first appeared.

- Provide your name and Card number.
- Describe the error or transaction in question and explain as clearly as you can why you believe there is an error or why you need more information.
- Provide the dollar amount of the suspected error.

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

We will provide provisional credit to your Card within 10 business days for the amount you believe 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 credit your Account. Generally, we will determine whether an error has occurred 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 days to investigate your complaint or question. For point-of-sale transactions, we may take up to 90 days to investigate your complaint or question.

We will notify you of the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation and reverse the provisional credit to your Card. You may request copies of the documents used in our investigation.