

ONPOINT COMMUNITY CREDIT UNION
VISA® GIFT CARD Terms and Conditions

By obtaining an OnPoint Community Credit Union VISA Gift Card from us, activating, using or by permitting anyone else to use the Card, you are agreeing to the terms and conditions of the OnPoint Community Credit Union VISA Gift Card Agreement.

1. Using Your Card.

a. Activation. The Gift Card is activated upon load. **Please sign the back of your card immediately.** Please write your card number on the top of this form and keep it in case your card is ever lost or stolen. The Customer Service number for your Gift Card is 866-902-6082. In order to assist you if your gift card is lost, stolen or if there are questionable charges, **you must register the Card** at <https://mygiftcardaccount.pscufs.com/>.

b. Card Transactions. Your Gift Card is issued by ONPOINT COMMUNITY CREDIT UNION and may be used for purchases at most merchants where Visa Debit is accepted. The Card may not be used for recurring payments, non-financial money exchange establishments and gambling establishments. The Card may not be resold. 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.

c. Card Balances. This Gift Card is not a credit card and may not be reloaded. 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 preloaded Gift Card balance 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.

2. Fees and Charges. You agree to the fees and charges related to the use of your Gift Card as outlined in the OnPoint Community Credit Union VISA Gift Card Agreement. After Card purchase, any fees incurred will be deducted from the Gift Card balance. There are no fees associated with the use of the Card when purchasing goods and services.

3. Liability For Lost Card or Unauthorized Card Use. Contact us immediately at **866-902-6082** if you believe the Card has been lost or stolen, or if someone has accessed or may access money from the Card without your permission. You may not be liable for lost value on the Card if you satisfy all of the following conditions:

- You immediately call us and report the Card lost or stolen in order for us to suspend the Card.
- You have registered the card at mygiftcardaccount.pscufs.com and signed the Card in permanent ink.
- You inform us of the Card number and the approximate date of your last authorized use.
- You did not report 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.

4. Card Restrictions. 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 may 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 you or a third party is incorrect or untimely;
- The merchant authorizes an amount greater than the purchase amount.

There may be other applicable exceptions as otherwise provided by state or federal laws.

5. Reporting Errors. Records detailing the use of your Card are available at <https://mygiftcardaccount.pscufs.com/> or 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. 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. 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.

6. Closure, Expiration, or Revocation of Card. To close and receive the remaining balance the cardholder will need to visit an OnPoint branch. Your Card expires on the last day of the month displayed on the Card. At expiration, the Card will be closed and any unused balance will be returned to the appropriate governing body under applicable escheatment laws. The Card is the property of the Credit Union 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.

7. Enforcement. This Agreement is governed by the laws of the State of Oregon. You agree to be liable for any loss, or expense as provided in this Agreement that we incur as a result of any dispute involving your accounts or services. You authorize us to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs and any collection agency costs, if applicable, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.