



SAFE Visa® Gift Card Agreement and Disclosure Statement

In this Agreement, the words **you** and **your** mean each and all of those who have received the Card and are authorized to use the Card as provided for in this Agreement and **we, us,** or **our** means SAFE Credit Union. **Card** means the SAFE Visa Gift Card and any duplicates and renewals we issue.

1. TERMS AND CONDITIONS FOR THE SAFE VISA GIFT CARD

This document constitutes the agreement (“Agreement”) outlining the terms and conditions under which the SAFE Visa Gift Card has been issued to you. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement.

Until you sign the back of the Card, you may present the Card to another person for his/her use. You should give that person a copy of these Terms and Conditions, and that person should then sign the Card and will become subject to these terms and conditions. However, once you sign the Card, it is for your use only. You are wholly responsible for the use of each Card according to the terms of this Agreement. If you are not going to give the Card to another person, please sign your Card immediately.

The Card will remain the property of SAFE Credit Union and must be surrendered upon demand. The Card is nontransferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference.

Always know the exact dollar amount available on your Card. Available funds are the balance of your Card less any authorization holds for transactions not yet settled by a merchant. Merchants may not have access to this information and cannot determine the balance on your Card. Register your Card at www.safecu.org/giftcard (the “Card Website”). Free access to check your balance is available at www.safecu.org/giftcard or by calling (844) 201-8333. If your card contains an activation sticker, follow the instructions to activate your card before making a purchase.

2. DEFINITIONS

Your Card is a Prepaid Card. Your Card is NOT a Credit Card and cannot be reloaded. Your Card is NOT a checking, savings, or other demand deposit account.

3. USING YOUR CARD

Making Purchases. You may use your Card immediately upon issuance to obtain goods or services wherever Visa prepaid debit cards are accepted in the United States by selecting “Credit” at the merchant’s terminal, except where a manual imprint is required. You may not use your Card to obtain cash at casinos, or for online gambling, or any illegal transaction(s). If you permit someone else to use your Card, we will treat this as if you have authorized such use, and you will be responsible for any transactions made subject to such use.

If you use your Card number without presenting your Card, such as for mail order, telephone, or internet purchases, the legal effect will be the same as if you used your Card itself. You are required to register your card at www.safecu.org/giftcard before using your card for internet purchases. Payment for pay-at-the-pump fuel stations should be made inside the gas station. For security reasons, we may limit the amount or number of transactions you can make on your Card. You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card. You may not make preauthorized regular payments from your Card.

Personal Identification Number. You may obtain a Personal Identification Number (“PIN”) by registering your Card at www.safecu.org/giftcard. You may use your Card at any Point-of-Sale (POS) device which requires a PIN, provided it bears the **Visa, Interlink® or NYCE® symbol**. Your Card cannot be used at an ATM or to obtain cash back in a purchase transaction. You should not write or keep your PIN with your Card. Never share your PIN with anyone, and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures in Section 10 – “Your Liability for Unauthorized Transactions.”

Negative Balances. Each time you use your Card, you authorize us to deduct the amount of the transaction from your Card balance. **You are not allowed to exceed the balance of your Card.** If you attempt to use your Card when there are insufficient funds, the transaction will generally be declined. Nevertheless, if a transaction that exceeds the balance of your Card occurs due to a system malfunction or otherwise, you shall remain fully liable to us for the amount of the transaction.

Split Transactions. If you wish to use your Card for a purchase which is greater than the balance of your Card, you can request the merchant charge a part of the purchase to your Card and pay the remaining amount with cash or another card. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping your Card, your Card will likely be declined. Some merchants do not allow cardholders to conduct split transactions. Some merchants may require payment for the remaining balance in cash.

Authorization Holds. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to ten (10) days. Car rental agencies, hotels, and other service-oriented merchants may choose to factor in additional amounts upon check-in, and it may take up to sixty (60) days after your stay or rental to have any excess amounts held by the hotel or rental agency added back to your available balance. Similarly, some fuel stations may factor in additional amounts to cover potential filling of the tank. If you want to avoid such a hold, you may want to pay inside the gas station, instead of paying at the pump.

Some restaurants and other service-oriented merchants may factor in an additional 20% (or more) to cover any tip you may leave on the purchase. If this occurs, and your total bill, after adding in the additional 20% (or more) exceeds the balance on your Card, your transaction will be declined. Accordingly, you may want to ensure your Card has an available balance 20% (or more) greater than your total bill prior to using your Card.

4. RETURNS AND REFUNDS

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds and agree to the refund policy of that merchant. SAFE is not responsible for the delivery, quality, safety, legality, or any other aspect of goods and services you purchase from others with your Card. If you have a problem with a purchase you made with your Card, or if you have a dispute with the merchant, you must handle it directly with the merchant.

5. FOREIGN TRANSACTIONS

You are not allowed to make foreign currency transactions with your Card. You may not use your card for international transactions.

6. RECEIPTS

You should get a receipt at the time you make a transaction using your Card. You agree to retain, verify, and reconcile your transactions and receipts.

7. OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

We will not be liable:

- If, through no fault of ours, you do not have enough funds available on your Card to complete the transaction;
- If a merchant refuses to accept your Card;
- If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- If access to your Card has been blocked after you reported your Card lost or stolen;
- If your funds are subject to legal process or other encumbrance restricting its use;
- If we have reason to believe the requested transaction is unauthorized;
- If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions we have taken; or
- Any other exception stated in our Agreement with you.

8. NO WARRANTY REGARDING GOODS AND SERVICES OR UNINTERRUPTED USE

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card. From time to time the Card service may be inoperative, and when this happens, you may be unable to use your Card or obtain information about your balance. Please notify us if you have any problems using your Card. You agree we are not responsible for any interruption of service.

9. PERIODIC STATEMENTS

You may obtain information about the amount of money you have remaining on your Card by calling **(844) 201-8333**. This information, and up to sixty (60) days of transaction history, is also available online at www.safecu.org/giftcard. You will not receive periodic statements.

10. YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS

You agree to safeguard your Card and treat it like cash. Contact us at once if you believe your Card has been lost or stolen. Calling us immediately is the best way to minimize your possible losses. **If your Card is lost or stolen, and you have registered it at www.safecu.org/giftcard, you may request a replacement Card. Only registered Cards can be replaced.** If you believe your Card has been lost or stolen, or someone has transferred or may transfer money from your Card without your permission, call us at **(844) 201-8333**. Under Visa U.S.A. Inc. Operating Regulations, your liability for unauthorized Visa debit transactions on your Card is \$0.00 if you notify us promptly and you are not grossly negligent or fraudulent in the handling of your Card. If you notify us within two (2) business days of unauthorized Visa debit or non-Visa debit transactions, you will not be responsible for more than \$50.00 if someone used your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card and we can prove we could have stopped someone from using your Card without your permission if you had promptly notified us, you could be responsible for as much as \$500.00.

Also, if your transaction history (see section 9) shows transactions you did not make, notify us at once. If you do not notify us within sixty (60) days after the transaction history was first made available, you may not get back any value you lost after the sixty (60) days if we can prove we could have stopped someone from taking the value if you had notified us in time.

We reserve the right to require a written statement and conduct an investigation into the validity of any request. You agree to cooperate with any investigation we may make. You will not be liable for transactions identified by us as unauthorized. You acknowledge purchases made with your Card are similar to those made with cash. You cannot “stop payment” or lodge a “billing dispute” on such transactions. Any problems or disputes you may have regarding a purchase should be addressed directly with the merchant.

11. OTHER TERMS

Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the laws of the State of California except to the extent governed by federal law.

12. FEE SCHEDULE

Fee Type	Amount
One-time Card Purchase	\$3.95
Monthly Maintenance - A fee will be applied to the balance after 12 consecutive months of inactivity, except where prohibited by law. “Inactivity” is defined as no cardholder-initiated financial transactions.	\$4.95
Cash Out	\$15.00
Replacement Card (standard delivery for lost/stolen Card to address on file)	\$15.00
Expedited Delivery of Replacement Card (to address on file)	\$40.00

13. AMENDMENT, CANCELLATION, AND EXPIRATION

We may amend or change the terms and conditions of this Agreement at any time, except as prohibited by law. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. We may cancel your Card for any reason (for example, if we suspect fraud or unauthorized activity on your Card) subject to applicable law. You may cancel this Agreement by returning your Card to SAFE. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

In the event your Card is cancelled, closed, or terminated for any reason, you may request to have the unused balance returned to you. We will credit your SAFE Credit Union account, and you can then withdraw the funds or request a check be mailed to you. There is a fee for this service as stated in the SAFE Credit Union Fee Schedule (see Cashier's Checks), except where prohibited by law.

The Card's expiration date is printed on the face of the Card. If you have not used the full prepaid amount available on the Card by the end of the term, you may request the unused balance be returned to you as indicated above. If you do not request a new Card or claim the remaining value for a period required under applicable state law, we may be legally required to "escheat" the value, which means we may be required to deliver the remaining value to the state.

14. INFORMATION ABOUT YOUR RIGHT TO DISPUTE ERRORS

In case of errors or questions about your Card transactions, call **(844) 201-8333** or write to **SAFE Credit Union, Gift Cards, 2295 Iron Point Road, Suite 100, Folsom CA 95630-8765**, if you think your transaction history or receipt is wrong or if you need more information about a transaction listed on the transaction history or receipt. We must hear from you no later than sixty (60) days after the FIRST transaction history was made available to you on which the problem or error appeared. You will need to tell us:

- a. Your name and Card number
- b. Why you believe there is an error, and the dollar amount involved
- c. Approximately when the suspected error took place

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ninety (90) business days after we hear from you and will correct any error promptly. We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting us at the phone number or address listed at the beginning of this section.

15. CUSTOMER SERVICE

For customer service or additional information regarding your Card, please contact us at:

SAFE Credit Union
Gift Cards
2295 Iron Point Road, Suite 100
Folsom CA 95630-8765
(844) 201-8333
www.safecu.org/giftcard

Customer Service agents are available to answer your calls 24 hours a day, seven days a week.

16. TELEPHONE MONITORING/RECORDING

From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service, or as required by applicable law.

17. DISCLOSURE OF INFORMATION TO THIRD PARTIES/OUR PRIVACY POLICY

SAFE will disclose information to third parties about your Card and the transactions you make where it is necessary for completing transactions, in order to comply with lawfully issued subpoenas, summonses, warrants, or court orders, in order to assist appropriate law enforcement agency investigations when SAFE reasonably believes it has been the victim of a crime, or if you give us your written permission.

Refer to SAFE Credit Union's Privacy Policy available online at www.safecu.org.

18. ARBITRATION

Purpose. This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) may be arbitrated instead of litigated in court.

Definitions. As used in this Arbitration Provision the term "Claim" means any claim, dispute, or controversy between you and us arising from or relating to your Card or this Agreement, as well as any related or prior agreement that you may have had with us or the relationships resulting from the Agreement, including the validity, enforceability, or scope of this Arbitration Provision or the Agreements. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud, and other intentional torts, statutes, regulations, common law, and equity. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to: (i) your Card, or the Cards of any additional Cardholders designated by you; (ii) the amount of available funds on your Card; (iii) advertisements, promotions, or oral or written statements related to the Card; (iv) goods or services purchased with the Card; (v) the benefits and services related to the Card; and (vi) your enrollment for any Card.

We shall not elect to use arbitration under the Arbitration Provision for any Claim you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in the court.

As used in the Arbitration Provision, the terms "we" and "us" shall for all purposes mean SAFE Credit Union, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assignees; and all of their agents, employees, directors, and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service, or benefit in connection with any Cards (including, but not limited to merchants who accept the Card, third parties who use or provide services, debt collectors and all of their agents, employees, directors, and representatives) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms "you" and "yours" shall mean all persons or entities approved by us to have and/or use a Card, including but not limited to all persons or entities contractually obligated under the Agreement and all additional Cardholders.

Initiation of Arbitration Proceeding/Selection of Administrator. Any claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either the Judicial Arbitration and Mediation Services ("JAMS") OR the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within thirty (30) days after you received notice of our election to select the other organization listed to serve as arbitrator administrator. For a copy of the procedures to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at www.jamsadr.com; or (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at www.adr.org.

Significance of Arbitration. IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF THE JAMS OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION EXCEPT AS SET FORTH BELOW. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

Restrictions on Arbitration. If either party elects to resolve a Claim by arbitration, the Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on basis involving Claims brought in a purposed representative capacity on behalf of the general public, other Cardholders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and

the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

Location of Arbitration/Payment of Fees. Any arbitration hearing you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing, administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to the mailing address we have in our records and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

Arbitration Procedures. This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized as law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the requesting party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Code and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

Continuation. This Arbitration Provision shall survive termination of your Card as well as voluntary payment of any debt in full by you, and any legal proceeding by us to collect a debt owed by you. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of the Arbitration Provision, or this Agreement, or any prior agreements you may have had with us, each of which shall be enforceable regardless of such invalidity.