

## SDCCU® CASH CARD TERMS AND CONDITIONS

These are the terms and conditions that govern the use of your SDCCU Cash Card. By accepting, using or allowing anyone else to use your SDCCU Cash Card, you are agreeing that you have agreed, orally or in writing, that (a) a SDCCU Cash Card be issued to you; or (b) a renewal or substitute SDCCU Cash Card be issued to you. By taking any of the actions listed in the preceding sentence, you agree to these terms and conditions and agree to be bound by them. You may only use your SDCCU Cash Card in the manner and for the purposes described in these terms and conditions. You should retain a copy of these terms and conditions. Your card may not be used for illegal purposes or transactions.

**Please sign and activate your card immediately upon receipt.** See section 2 (Activating Your Card) below for activation details.

### 1. Definitions

“SDCCU Cash Card Account” – means an account directly or indirectly established by a consumer to which monies may be deposited and then used at an ATM or Point-of-Sale terminal.

“ATM” – means an Automated Teller Machine.

“Card” or “SDCCU Cash Card” – the Card issued to you by SDCCU which is used to access funds via an ATM or point of sale terminal.

“PIN” – means a Personal Identification Number which is originally assigned by SDCCU and then changed by you to a number of your choosing. Your PIN is used to access ATMs for cash and balance inquiries.

“Point-of-Sale (POS)” – means an electronic transaction at a terminal that displays the Visa® debit brand mark at a merchant location at which you may use your Card to pay for purchases in an amount that does not exceed the funds in your account.

“You”, “your” and “yours” means the person who has been issued the SDCCU Cash Card.

“We”, “us”, “our” and “ours” means ATIRAreload, San Diego County Credit Union, its successors, affiliates or assigns.

### 2. Activating Your Card

You cannot use the Card until you have activated it by calling the customer service number on the back of your Card or going online to [sdccu.com/prepaid](http://sdccu.com/prepaid). After you have registered your Card, you may obtain your Card's available balance and obtain a transaction history 24 hours a day, seven days a week at [sdccu.com/prepaid](http://sdccu.com/prepaid) or by calling the customer service number on the back of your Card. If you do not want to use the Card, please destroy the Card by cutting it in half and then notifying us. We will send you a check for your remaining balance on your account, less outstanding transactions and fees.

### 3. Deposits and Loads to Your Account

Deposits to your account may only be made by you or us. You will make deposits to your SDCCU Cash Card Account by going to [sdccu.com/prepaid](http://sdccu.com/prepaid) or by visiting any SDCCU branch. We may deposit funds to your account in the event we need to reverse an error we have made. Once funds are deposited to your account, they are available for use. The merchant may charge an additional fee for this service. Any fee charged by the merchant on a Readylink load is an independent fee assessed by the merchant.

### 4. Restrictions

The minimum initial Card value is \$0.00. After you receive the Card, the minimum Card value is \$0.01 and the maximum Card value is \$20,000. Maximum of twelve (12) reloads in a 30-day

period; maximum load of \$10,000 in a 30-day period; and, maximum one-time load of \$5,000.

### 5. Using Your Card

(a) Sufficient Funds. You must have sufficient, available funds in your account to pay for all Card transactions. If the purchase amount is greater than the available funds in your account, you may, at the discretion of the merchant, pay the difference between what is available in your account and the amount due to the merchant using other means. If a merchant attempts to process your SDCCU Cash Card for more than the available funds, the transaction will be declined.

(b) Allowing Someone Else to Use Your Card. If you permit someone else to use your Card, We will treat their use as if you have used the Card and you will be responsible for any transactions on your Card. When a transaction is made at a point-of-sale terminal, an ATM, by mail order, by telephone order or any other purchase transaction, the amount available in your account will be reduced by the amount of the purchase.

(c) Secondary Cards. Up to six (6) secondary cards can be added to the primary account. We will treat their use as if you have used the Card and you will be responsible for any transactions on the secondary Card. When a transaction is made at a point-of-sale terminal, an ATM, by mail order, by telephone order or any other purchase transaction, the amount available in your account will be reduced by the amount of the purchase. All applicable fees will be accrued on a secondary Card as with the primary Card. Secondary cardholders are not allowed to order additional cards for the account or add funds to the account.

(d) Transactions in Currencies other than the U.S. Dollar. When you use your Card for a transaction denominated in a currency other than U.S. Dollars, the transaction amount will be converted into U.S. Dollars by applying an exchange rate selected by Visa. The rate chosen may vary from the rate Visa itself receives. When you use your Card in a transaction outside of the United States to make a purchase, obtain a cash advance, obtain a credit voucher, or reverse any of these transactions, the amount available in your account will be reduced by a fee equal to a percentage of the amount of the transaction (expressed as a positive number).

(e) Merchant Restrictions. Certain types of merchants, such as gas stations (including pay-at-the-pump card readers), restaurants, car rental agencies, and hotels may obtain an authorization that exceeds the actual amount of your purchase. If the amount of an authorization exceeds the amount of funds in your account, the transactions may not be honored, even though the amount of funds in your account is sufficient to pay for the actual amount of your purchase. These same types of merchants may also hold funds for a period of time until the transaction clears.

(f) Disputes with Merchants. You agree to make a good faith effort to settle all disputes about purchases you make using your Card with the merchant that accepted the Card for a transaction.

(g) Pre-Authorized Transactions. You have the right to cancel a pre-authorized payment from your account. In order to cancel the payment, we must receive your verbal or written instructions at least three (3) business days before the payment is scheduled to be made. You can contact us by calling customer service at (855) 559-2663, (954) 377-4496 outside the U.S. or writing to us at PO Box 550160, Ft. Lauderdale, FL 33355-0578. If we receive a verbal request for cancellation, we may ask you to provide us with a copy of your written notice to the payee or originator revoking

your payment. Documentation must be received within fourteen (14) business days from the receipt of notice. If we do not receive the copy within that time period, we may continue to honor any subsequent debits to your account submitted by the payee/originator. In the event that pre-authorized payments put your account into a negative balance, we reserve the right to close your account immediately and pursue actions required to collect on these balances.

### 6. Statements and Balance Inquiries

Only posted transaction information will be available to you. Such information is available in the following ways:

(a) Periodic Statements. You can access periodic statements by visiting [sdccu.com/prepaid](http://sdccu.com/prepaid). This statement will detail all of your SDCCU Cash Card transactions.

(b) Internet Inquiries. You may access your SDCCU Cash Card Account at [sdccu.com/prepaid](http://sdccu.com/prepaid). On this website you may obtain account balance information, transaction history, make address changes and review up to the last sixty (60) days of transactions at no cost. Online services may be subject to change.

(c) Your Written Request. You may also obtain at least sixty (60) days of transaction history (from the date we receive your written request) if you write us at PO Box 550160, Ft Lauderdale, FL 33355-0578.

### 7. Errors or Questions, Lost or Stolen Cards, and Your Risk of Loss

(a) Errors or Questions. Notify us immediately at (855) 559-2663 or (954) 377-4496 if outside the U.S., or write us at Cardholder Services, PO Box 550160, Ft. Lauderdale, FL 33355-0578, if you think an error has occurred on your SDCCU Cash Card. Errors can be reported up until 60 days after whichever occurred earlier: (1) the date you electronically accessed your account and viewed the transaction in the electronic history; or (2) the date we sent the written history on which the error appeared (monthly statement). If notifying us, you will need to include: (1) your name; (2) card number; (3) reason why you believe there is an error, including the dollar amount; and (4) the approximate time period when the error occurred. If you notify us of the error by phone, you may be asked for additional details to be submitted in writing within ten (10) business days.

A determination if an error occurred will be made within ten (10) business days once we are notified and will promptly correct as needed. If additional time is needed, we may take up to 45 days to investigate your claim. As such, we will provide a provisional credit to your card within ten (10) business days for the amount of the claim of which you will have full use of during the investigation. If a request for written details related to the claim is not received from you within ten (10) business days, a provisional credit may not be credited to the card. New cards may take up to 20 business days to post provisional credit for the amount of the claim. Errors involving new cards, foreign or PIN based transactions, may take up to 90 days to investigate. We will communicate the results of your claim within 3 business days after completing our investigation, including if no error occurred.

Additional information regarding error resolution can be found by calling the toll-free number on the back of the card, or visiting [www.sdccu.com](http://www.sdccu.com).

b) Lost or Stolen. Notify us immediately if you believe your card has been lost or stolen. This can be done by calling (855) 559-2663, (954) 377-4496 if outside the U.S. or (877) 732-2848.

Contacting us immediately is the best way of reducing your possible losses, including losing all the money on your card. If you notify us within two (2) business days after you learn of the loss or theft of your SDCCU Cash Card, you can lose no more than \$50. If we do not receive notification with two (2) business days after you learn of the loss or theft of your SDCCU Cash Card, and we can prove that use of your card could have been prevented, your maximum loss is \$500. If a good reason (such as a long trip or hospital stay) prevented you from notifying us of the possible error, we will extend the time period.

You agree to notify us immediately of the loss, theft or unauthorized disclosure of any information that might be used to access the card and its funds. If you believe that someone has completed, or may complete, a value transfer without your authorization, notify us immediately using the contact information listed in the above section. You agree to cooperate reasonably with SDCCU and our service provider during the claim investigation, as well as assist in any prosecution of unauthorized users of the card. Unauthorized use does not include use by a merchant or user where you have given authority to use the card. You will be liable for such uses.

c) Business Days. For purposes of these disclosures, our business days are Monday through Friday, with the exception of federal holidays.

#### **8. Card Usage and Limitations**

(a) Card Usage. Your SDCCU Cash Card is not a credit card. It is a prepaid card that can be used at retail establishments which have agreed to accept Visa debit cards. Purchases will be deducted from the Card until the value reaches zero (0). The value of all Cards is held in an aggregate account and therefore no deposit insurance is provided.

You may use your Card at participating ATMs worldwide that display the Visa brand mark to access your funds and request information on your account balance (at select ATMs). To access the funds in your account, you will need to enter your four-digit PIN with your Card and follow all ATM instructions. You may also use your Card to purchase goods and services at a point-of-sale terminal at a participating merchant location that displays the Visa debit brand mark. You may need to enter your PIN with your Card and follow all procedures established by the merchant. Some merchants may not permit you to make partial payments for your purchase using your card with other forms of payment. The amount of each accepted transaction will be deducted immediately from your account. The ATM and point-of-sale purchase receipts will indicate the amount of the transaction, but will not include amounts previously withdrawn by you and any fees, surcharges or other expenses incurred in connection with transactions. If you do not have sufficient funds available, your requested transaction will not be accepted.

(b) Card Usage Limitations. The ATM or POS network, ATM owner, merchant or us may limit the dollar amount of cash withdrawals or purchases from your account through the use of your Card. The ATM network or owner may also charge a surcharge fee for the ATM transaction, which is in addition to any fees charged by us. As stated in your Fee Schedule, we will charge applicable fees for each transaction and automatically deduct them from your account. By using your Card, you agree not to initiate a withdrawal or purchase transaction which will exceed the available funds in your account. You authorize us to verify the balance of your account prior to completing any

transaction. Should you happen to withdraw or use more funds than are available in your account, we will deduct sufficient funds when you make your next deposit/load.

There is a daily transaction limit for ATM withdrawals (some ATMs may have a lower daily transaction limit than is allowed on this card). Certain purchases where the final amount of the transaction is unknown may require pre-authorization of the transaction. The pre-authorized amount is determined by either adding a specified amount to the actual transaction or by estimating the transaction at a fixed amount. Such additions or fixed amounts may result in your Card's rejection despite sufficient funds to cover the actual cost of the transaction. If the transaction is approved, the authorized amount will be blocked on your Card until final settlement is made with us, which usually occurs within three (3) to five (5) business days.

(c) Charges and Fees. You agree to pay all fees associated with your account, as set out in the SDCCU Cash Card Fee Schedule. Fees will be deducted from your account as they arise. You may incur additional fees such as those imposed by non-network ATMs. Fees are subject to change. See SDCCU Cash Card Fee Schedule for details.

(d) Confidentiality. We will disclose information to third parties about your account or the transfers you make: (i) Where it is necessary for completing transfers, or

(ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or

(iii) In order to comply with government agency or court orders, or

(iv) If you give us your written permission.

(e) Periodic Statements. As noted above, you can access periodic statements by visiting [sdccu.com/prepaid](http://sdccu.com/prepaid).

(f) Our Liability. If a transaction to or from your account is not completed in a timely manner or in the correct amount and such error directly and solely arose due to our acts or omissions, we will be liable for your direct damages. In no event shall we be liable for any special, indirect or incidental damages. The following are examples, but in no way an exhaustive list, of instances where we will not be liable because the error was not directly and solely caused by us:

(i) If, through no fault of ours, you do not have enough money in your account to make the transfer.

(ii) If the transfer would take the card balance into a negative amount.

(iii) If the automated teller machine (ATM) where you are making the transfer does not have enough cash.

(iv) If the terminal system was not working properly and you knew about the breakdown when you started the transfer.

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

#### **9. Claims by Third Parties**

If any third parties make claims against the funds in your account we may, without notice to you:

(a) Obey any order from a court concerning your account;

(b) Freeze the account pending resolution of the claim;

(c) Pay the funds in your account into a court of competent jurisdiction for determination regarding the claim;

(d) Follow any applicable law regarding liens, garnishments or other proceedings

If we take any of these actions, we are not responsible to you for any such actions or for refusing to honor transactions by you that may be affected by these actions.

#### **10. Unusual Activity**

If we detect activity on your account that is inconsistent with a regular pattern of use on your account, for your protection, we may freeze the funds in your account until we have verified with you that the activity was authorized by you.

#### **11. Transfer and Assignment**

Your account and Card are not transferable or assignable for any reason without written authorization from us. We may assign ownership of the Card and/or our obligations under these Terms and Conditions at any time without consent or notice to you.

#### **12. Termination**

The Card is our property at all times. We may, at any time and without prior notice to you, cancel your Card and require you to return it to us. Termination of the Card will not affect prior transactions or obligations existing at the time of termination. Upon termination, we will send you a check for your remaining balance on your account, less outstanding transactions and fees. It may take six (6) to eight (8) weeks for you to receive this check.

(a) Card Life Cycle. We may close your account without your consent if the following conditions are met:

- has a zero balance, and
- has had no activity (usage or value loads) for a period of 90 (ninety) days

#### **13. Modification of these Terms and Conditions**

We may modify, change or amend the Terms and Conditions applicable to your Card at any time and will provide you with a written copy of any modifications, changes or amendments.

#### **14. Governing Law and Severability**

These Terms and Conditions, the SDCCU Cash Card and all transactions and issues related to the SDCCU Cash Card are subject to the laws of the state in which our main office is located, the laws of the United States and Visa rules and regulations. If any part of these Terms and Conditions is determined to be invalid or unenforceable, such a determination will not affect the validity and enforceability of the remaining Terms and Conditions.

#### **15. Arbitration**

Any controversy or claim arising out of, or relating to, these Terms and Conditions, your use of the Card or our provision of services related to the Card shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any other claim or controversy. The arbitration shall be conducted in the state in which our main office is located, and the binding determination of the arbitrator shall be entered and enforceable in any relevant court.

#### **16. Limitation of Liability**

Our liability is limited to that which is expressly set forth in these Terms and Conditions.

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