

Prepaid MasterCard® Corporate Gift Card Cardholder Agreement

1. Terms and Conditions

This document constitutes the agreement (“Agreement”) outlining the terms and conditions under which a Prepaid MasterCard Gift Card (“Card”) has been issued to you. The Prepaid MasterCard Gift Card is a prepaid Card issued by Northwest Federal Credit Union (“Credit Union”). By accepting and using this Card, signing the back of the Card, activating the Card, or authorizing any person to use the Card, you agree to be bound by the terms and conditions contained in this Agreement. You agree to sign the back of the Card immediately upon receipt. The Card will remain the property of the Credit Union and must be surrendered upon demand. The Card is nontransferable after it has been signed, 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. These terms and conditions apply to both the purchaser and any other user of the Card. It is the purchaser’s obligation to provide these terms and conditions to any user; however, new terms and conditions may be provided, or any other questions or concerns answered, by calling 844-807-2050 or visiting www.gift.nwfcu.org. You also agree that the Card will be used for business/commercial purposes only.

2. Definitions

The Card is a Prepaid Card loaded with a specific amount of funds, redeemable to buy goods and services anywhere MasterCard® debit cards are accepted in the United States. In this Agreement “Your” and “your” mean the business entity and its agents who have received the Card and are authorized to use the Card as provided for in this Agreement. “We”, “us”, “our”, and “Credit Union” mean Northwest Federal Credit Union, our successors, affiliates or assignees. The Card is NOT a credit card. The Card is not connected in any way to any other account. The Card is not a checking account or connected in any way to any account other than a stored value account where your funds are held. You may register your Card by going to www.gift.nwfcu.org. Our business days are Monday through Friday excluding holidays.

3. Fees Associated with your Card

Inactivity Fee	Subject to applicable law, beginning on the 13th month after there has been no activity on your Card, a monthly fee of \$5.00 will be assessed to your Card. This fee will be assessed to your Card as long as there are funds remaining on your Card and no further activity has occurred. If further activity occurs, we will not assess the monthly inactivity fee until the 13th consecutive month of inactivity. You may avoid this fee by making regular purchases with your Card.
Card Replacement Fee	If your Card is lost or stolen, there will be a fee of \$5.00 to replace it.
Overnight Fee for New Card	If you require overnight delivery of a new Card, a \$35.00 fee will apply. This fee is in addition to the Card Replacement Fee.
International Transaction	3% of the amount of all settled transactions

4. Using Your Card

You may use your Card to obtain goods or services wherever the Card is honored. The Card cannot be used to obtain cash, for illegal transaction or online gambling activity. If you use your Card number without presenting your Card (such as for a mail order or telephone purchase), the legal effect will be the same as if you used the Card itself. Payment for pay-at-the-pump stations must be made inside.

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 transaction made with your Card.

Each time you use your Card, you authorize us to deduct the amount of the transaction from the balance of the funds associated with the Card. YOU ARE NOT PERMITTED TO EXCEED THE BALANCE OF THE FUNDS AVAILABLE ON YOUR CARD. If you attempt to use the Card when there are insufficient funds associated with it, the transaction will generally be declined. Nevertheless, if a transaction that exceeds the balance of the funds available on your Card occurs due to a systems malfunction or otherwise, you shall remain fully liable to us for the amount of the transaction.

If you choose to use your Card for a purchase which is greater than the balance of the funds available on your Card, you must tell the merchant to charge only the exact amount of funds available on the Card to the Card and then you must arrange to pay the difference using another payment method. The merchant may require a payment for the difference in cash rather than accepting another Card, such as a credit or debit Card. Some merchants may not accept these "split transactions". If you fail to inform the merchant prior to completing the transaction, your Card is likely to be declined. You may check your balance by visiting www.gift.nwfcu.org or calling 844-807-2050.

If you commence a purchase and then change your mind and fail to make the purchase, after the merchant has already obtained an "authorization" for the transaction, the "authorization" may result in a temporary hold for that amount of funds. Car and hotel authorizations may also result in a temporary hold on additional funds.

5. Personal Identification Number ("PIN")

Your Personalized Identification Number ("PIN") will be pre-set to the last four digits of the card number. You may change your PIN by calling 844-807-2050. You may use your Card at any Point-of-Sale (POS) device which requires entry of a PIN with the MasterCard® or Cirrus® brand. CARDS ARE NOT ACCEPTED AT ATMS AND CANNOT BE USED TO ACCESS CASH OR OBTAIN CASH BACK IN ANY PURCHASE TRANSACTION. You will not be able to receive any cash back from any funds on the Card, from an ATM, or at any POS device. 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 that anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures in Section 13 labeled "Unauthorized Transactions."

6. Authorized Users

Until you sign, you may present the Card to another person. If you do provide access to your Card or Card number, you are liable for all transactions made with the Card or Card number by those persons. You must notify us to revoke permission for any person you previously authorized to use Card information or have access to your account. You are responsible for all transactions and fees incurred by you or any other person you have authorized. If you tell us to cancel another person's use of your Card or companion Card, we may revoke your Card and issue a new Card with a different number. You are wholly responsible for the use of each Card according to the terms of this Agreement subject to the provisions in Section 13 labeled "Unauthorized Transactions," and other applicable law.

7. 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. It may take up to seven (7) days for the amount of the refund to be credited to your Card.

8. International Transactions

This Card is intended for domestic use. If you use the Card outside the US, you may be personally responsible for all transactions initiated and fees incurred by use of your Card. If you initiate a transaction on a currency other than US Dollars or in a country other than the United States, or make a purchase from a merchant using a bank that uses currency other than US Dollars, this will be considered a foreign transaction. Transactions in a currency other than US Dollars are converted to US Dollars using the currency conversion rate used by MasterCard, which is either a wholesale market rate or the government-mandated rate in effect one day prior to the processing date for the transaction. The current conversion rate used by MasterCard on the processing date may differ from the rate in effect on the transaction date or on the date that the transaction posts to your Card Account. The combined processing fees

for foreign transactions and for transactions made outside the US including MasterCard and Credit Union charges, can be up to 5%.

9. Receipts

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

10. Replacement Card

The funds on your Card do not expire. An expiration date is provided for fraud prevention purposes, as well as it permits your Card to be used with certain Internet or mail or telephone orders. You will not be charged a replacement Card fee if you are ordering a replacement Card after our Card expires in order to access unused funds. If your Card still has unused funds on it after your Card expires, you may order a new Card by calling 844-807-2050. If your Card is lost or stolen, and you are calling for a replacement Card due to that purpose you may be charged a Lost/Stolen Card Replacement Fee, as noted in the Fee Chart in Section 3 and further explained in Section 13 below. Please report any lost/stolen Cards immediately by calling 844-807-2050. Your funds will be temporarily unavailable until you contact us for a replacement card.

11. 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 inoperable, and when this happens, you may be unable to use your Card to obtain information about your balance. Please notify us if you have any problems using your Card. You agree that we are not responsible for any interruption of service. In the event a Card is non-functional, your sole remedy may be replacement of Card.

12. Transaction History

You may obtain information about the amount of money you have remaining in your Card account by calling 844-807-2050. This information, along with a 90-day history of account transactions, is available online at www.gift.nwfcu.org. You also have the right to obtain a ninety (90) day written history of account transactions by calling 844-807-2050 or writing to Prepaid Card Support, One Meca Way, Norcross, GA 30093.

13. Unauthorized Transactions

You agree to safeguard the Card and treat it as equivalent to cash. The Card can be replaced if it is lost or stolen or if you believe that an electronic transfer has been made without your permission, with certain restrictions.

Tell us, at once, if you believe your Card has been lost or stolen or of any unauthorized transactions. You should call 844-807-2050 immediately to report a lost or stolen Card. You will be required to provide your name, the Card number, original value, and transaction history. Telephoning the toll-free number listed on the back of your Card is the best way of keeping your possible losses down.

We may require you to provide a written statement regarding claims of unauthorized transactions.

14. Information about Your Right to Dispute Errors

In case of errors or questions about your Card transactions, call 844-807-2050 or write to us at Prepaid Card Support, One Meca Way, Norcross, GA 30093.

Contact us if you think your transaction history or receipt is wrong or if you need more information about a transaction listed in your transaction history.

15. Unclaimed Property

Your Card is subject to unclaimed property laws where your Card has been registered, or the laws of the state where we are located/incorporated if the Card is not registered. Should your Card have a remaining balance after a certain period of time, as determined by state law, we may be required to remit remaining funds to the appropriate state agency.

16. 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 applicable rules and practices of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at anytime. 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 enforceability of any other provision of the Agreement shall not be affected. The Card is used by Credit Union pursuant to a license from MasterCard. This Agreement is governed by the law of the State of Virginia except to the extent governed by federal law.

17. Amendment or Cancellation

We may amend or change the terms of this Agreement at any time, subject to applicable 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. You may cancel this Agreement by returning the Card to us. Your termination of the Agreement will not affect any of our rights or your obligations arising under the Agreement prior to termination.

18. Information Needed to Obtain Your Card

The USA PATRIOT ACT is a federal law that requires all financial institutions to obtain, verify, and record information that identifies each person who opens a Card Account has provided us with sufficient documentation for identification verification purposes under applicable laws and regulations. To continue ongoing compliance and validation, we may request additional identity verification documentation from you from time to time for our regulatory compliance purposes also ask to see your driver's license, government-issued photo ID or other identifying documents on a going forward basis in connection with your Card.

19. Arbitration Disclosure

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

(b) Definitions: As used in this Arbitration Disclosure, the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to the Card or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of the Arbitration Disclosure or this Agreement. "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; (ii) the amount of available funds on the Card; (iii) advertisements, promotions or oral or written statements related to the Card goods or services purchased with the Card; (iv) the benefits and services related to the Card; and (v) your enrollment for the Card. We shall not elect to use arbitration under the Arbitration Disclosure for any Claim that you properly file and pursue in a small claims court or your state or municipality so long as the Claim is individual and pending only in the court.

As used in the Arbitration Disclosure, the terms "we" and "us" shall for all purposes mean Northwest Federal Credit Union, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns and all of their agents, employees, directors and representatives. In addition, "we" and "us" shall include any third party using or providing any product, service, or benefit in connection with any Card (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 if, and only if, such a third party is named as a co-party with us (or files) a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Disclosure, the terms "you" or "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 any of this Agreement.

(c) Initiation of Arbitration Proceeding/Selection of Administrator: Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to the Arbitration Disclosure 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 National Arbitration Forum ("NAF"), 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 30 days after you receive notice of our election to select either of the other organizations 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) the NAF at PO Box 50191, Minneapolis, MN 55404; website at www.arbitration-forum.com; (ii) JAMS at 1920 Main Street, Suite 30D, Los Angeles, CA 92614; website at www.jamsadr.com; (iii) AAA at 335 Madison Avenue, New York, NY 10017; website at www.adr.org.

- (d) **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 NAF, 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.
- (e) **Restrictions on Arbitration:** if either party elects to resolve a Claim by arbitration, that 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 bases involving Claims brought in a purported 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.
- (f) **Location of Arbitration/Payment of Fees:** Any arbitration hearing that you attend shall take place in the federal judicial district of our headquarters. At your written request, we will consider in good faith making a temporary advance of all or part of the filing, administrative and/or other 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.
- (g) **Arbitration Procedures:** This Arbitration Disclosure 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 Disclosure 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 at 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.

- (h) Continuation: This Arbitration Disclosure shall survive termination of your Card as well as voluntary payment of any debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Disclosure 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 this Arbitration Disclosure, this Agreement or any prior agreements you have had with us, each of which shall be enforceable regardless of such invalidity.