

**FIRST SOUTH CREDIT UNION VISA® GIFT CARD
TERMS AND CONDITIONS**

The following are your FIRST SOUTH CREDIT UNION Visa Gift Card Terms and Conditions. In these Terms and Conditions "you" or "your" means the person who has received the FIRST SOUTH CREDIT UNION Visa Gift Card; "we", "us" or "our" means FIRST SOUTH CREDIT UNION; "Card" means the FIRST SOUTH CREDIT UNION Visa Gift Card. Please read the following carefully and keep them for your records. By accepting and using your Card, you are agreeing to these Terms and Conditions.

Using Your Card

The FIRSTSOUTH CREDIT UNION Non Personalized Gift Card is activated upon load; therefore please register your card at www.firstsouth.com so you can make purchases online and track your purchases and balance. Please sign the back before you can use the Card.

Your FIRST SOUTH CREDIT UNION Visa Gift Card is issued by FIRST SOUTH 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.

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.

This FIRST SOUTH CREDIT UNION Visa 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 FIRST SOUTH CREDIT UNION Visa Gift Card 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.

Fees and Charges

There are no fees associated with the use of the Card when purchasing goods and services.

Monthly Maintenance Fee: A Monthly Maintenance Fee of \$2.00 will be charged. The fee will be waived for the first six calendar months after the activation date. The fee will not be charged once the balance of the Card reaches \$0.

Card Replacement Fee: A lost, stolen, or damaged Card replacement fee of \$5.00 will be imposed for the replacement of the Card and will be deducted from the remaining balance.

Refunds will be allowed when you close the Card or the Card expires.

Express Shipping Fee: \$25.00

One-time card load fee: \$3.95

IVR Fee (calling the number on the back of the card): \$1

Customer Service IVR Fee (transfer from the IVR to a live agent): \$3

Non U.S. Transactions

If a Card transaction is made in a currency other than that loaded on the Card, the amount will be converted into the appropriate currency at an exchange rate on the day the transaction is processed. The exchange rate used to determine the transaction amount in US dollars is either a rate selected from Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date, plus 2%.

Your Liability For A Lost or Stolen Card or Unauthorized Transactions

Contact us immediately at **800-872-3728 or 901-380-7400** if you believe the Card has been lost or stolen, or that someone has accessed or may access money from the Card without your permission. You will not be liable for lost value on the Card if you satisfy the following conditions:

- You have immediately called us and reported the Card lost or stolen, which allows us to the status 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.
- Your have not reported 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.

Our Liability for Failure to Make Transactions

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 will 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;
- If circumstances beyond our control (such as flood or fire) prevent a transaction, despite reasonable precautions that we have taken;
- The merchant authorizes an amount greater than the purchase amount.

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

Error Resolution Procedures

Records detailing the use of your Card are available by calling **800-872-3728 or 901-380-7400**. In case of errors or questions about transactions arising from the use of your Card, of if any records you see show transactions that you did not make, call **800-872-3728 or 901-380-7400** immediately. We must hear from you no later than 60 days after the transaction appeared on the transaction activity report. If a good reason such as a hospital stay or long trip prevented

you from telling us, we may, at our discretion, extend the period for a reasonable time. 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 suspect 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. We will determine whether an error occurred within 60 days. If we need more time, however, we may take up to 30 additional days to investigate your complaint or question. 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.

Closure, Expiration, or Revocation of Card

You may close your Card and receive the remaining balance by calling **800-872-3728** or **901-380-7400** or by visiting your local FIRST SOUTH CREDIT UNION branch. A fee will apply (see Fees and Charges).

Your Card expires on the last day of the monthly 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 FIRST SOUTH 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.