

**SCHOOL EMPLOYEES CREDIT UNION OF WASHINGTON  
GIFT CARD TERMS AND CONDITIONS**

The following Gift Card Terms and Conditions apply to your Gift Card issued by School Employees Credit Union of Washington (SECU). By purchasing, signing, or using the Gift Card you agree to these Terms and Conditions. Please read them carefully and keep them for your reference. "You" and "Your" mean the person who has received the Card. "We", "Us", and "Our" mean School Employees Credit Union of Washington. The Gift Card (Card) may only be used in the manner and for the purposes authorized by these Terms and Conditions.

**1. Gift Card Transactions & Limitations.**

The SECU Gift Card is a prepaid card that can be used at establishments that accept Visa cards. The value of all cards is held in an aggregate account and there is no NCUSIF insurance to your benefit.

**Card Use.** Your Gift Card is issued by School Employees Credit Union of Washington and may be used for purchases at most merchants where Visa Debit cards are accepted. You agree you are responsible for any transaction made by a person you authorize or permit to use your Card. You may use of your Card to purchase goods and services from merchants at point-of-sale facilities.

The Gift Card may not be used at some merchants including airlines, hotels, gambling establishments, rental car agencies, utilities, telecom providers (including wireless telephone vendors), or "pay at the pump" gasoline terminals. (You may purchase gas by presenting the card to the attendant.) Some merchants, like restaurants, may attempt to submit authorizations against the Gift 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. Cash advances and ATM withdrawals are not permitted. No personal identification number (PIN) will be issued in association with this Card. Your Card cannot be used at automated teller machines.

The Gift Card is not a credit card. 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 Gift Card until the value reaches zero. You agree not to attempt to obtain more value than the amount of the Gift Card balance. However, if you are given value through the use of the Gift Card greater than the balance remaining, you will pay us on demand the amount by which your transactions exceeded the balance remaining on the Gift Card.

**Activation.** Before using your Gift Card, you must activate it by calling 1-800-847-3473 or by registering on the Gift Card website at [www.secuwa.org](http://www.secuwa.org). You must sign the back before you can use the Gift Card. Gift Cards are not valid unless signed.

**Limitation on Frequency of Transactions.** There is no limit on the frequency of use of the Card to make purchases. However, you agree not to make transactions that exceed the amount of funds available on your Card.

**2. Fees for Transactions.**

You agree to pay the following fees as applicable. Any fees incurred will be deducted from the Card. In any case where you are given value through the Card greater than the remaining balance, you will pay us on demand the amount by which your transactions exceeded the amount stored on the Card. The following fees apply to your use of the Card:

Gift Card Purchase Fee	\$ 3.00
Monthly Maintenance Fee (after first 12 months)	\$ 5.00
Replacement Fee (per occurrence)	\$ 5.00
Balance Refund Fee	\$ 15.00

**Foreign Currency Fee.** If you use your Gift Card for a transaction in a foreign currency, the transaction will be converted to U.S. dollars in accordance with applicable Visa operating regulations for international transactions. These regulations provide that the exchange rate will be a rate selected by Visa from the range of rates available in wholesale currency markets, which may vary from the rate Visa receives, or is the government-mandated rate in effect for the applicable central processing date. In addition, you will be charged a currency conversion fee of 1% of the transaction amount. We do not control the rate, date, or place of exchange. Please be advised that the conversion rate used may be a rate in effect on a date later than the actual transaction date.

### **3. Disclosure of Information to Third Parties.**

We will disclose information to third parties about the Card or transactions using the Card:

- Where it is necessary for completing the transaction; or
- In order to verify the existence and condition of your Card for a third party, such as a merchant; or
- In order to comply with government agency or court orders or as otherwise required by law or in connection with examinations by banking authorities; or
- For analytical purposes; or
- If you give us your permission.

**Sections 4-6 Apply to Registered Cards Only. Active Cards not registered will not have access to periodic statements or error resolution procedures, or receive a refund in the case of a lost or stolen Card. To register your Gift Card, go to the Gift Card website at [www.secuwa.org](http://www.secuwa.org).**

### **4. Periodic Statements.**

Account statements will not be sent for the Card. The current funds available balance on a Card can be obtained at [www.secuwa.org](http://www.secuwa.org) or by calling 1-800-847-3473.

### **5. Error Resolution Procedures.**

If you have a problem with any goods or services you purchase you must attempt to settle the dispute directly with the merchant who provided the goods and services before notifying us of your problem. In case of errors or questions about transactions arising from your use of the Card, call 1-800-847-3473 as soon as possible. We must hear from you no later than 60 days after the date of the transaction in question and you must provide the following information: (1) your name, address, phone number, and SECU Gift Card number; (2) the original value of the Card; (3) information on recent Card purchases, if applicable; (4) a complete description of the transaction you are unsure about, and an explanation as to why you believe it is an error or why you need more information; and (5) the dollar amount of the suspected error. We may require that you provide the information in a signed affidavit within 10 business days. Generally, we will tell you the results of the investigation within 10 business days after we receive your notice and will correct any error promptly. However, if we need more time we may take up to 45 calendar days to investigate your complaint or question, or up to 90 days if the purchase in question was made outside the U.S.

### **6. Lost or Stolen Cards.**

The SECU Gift Card can be replaced if it is lost or stolen with certain restrictions. You will be required to provide your name, Card number, original value, and any unauthorized purchase history. If you think your Card has been lost or stolen, call us at 1-800-847-3473 immediately. SECU reserves the right to require an affidavit and conduct an investigation into the validity of any request. You will not be liable for purchases identified as unauthorized. A reissued Card may take up to 30 days to process and will be subject to fees set forth in the Fee Schedule.

### **7. Enforcement.**

You agree to be liable to SECU for any liability, loss, or expense that SECU incurs as a result of any dispute involving your SECU Gift Card. You authorize SECU to deduct any such liability, loss, or expense from any SECU account of yours without prior notice to you. In the event either party brings a legal action to enforce this 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, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.