

Prepaid Cardholder Agreement

IMPORTANT – PLEASE READ CAREFULLY

Terms and Conditions for the Wanigas Visa® Prepaid Card Programs

This document constitutes the agreement (“Agreement”) outlining the terms and conditions under which the Wanigas General, Travel or Student Prepaid Card(s) have been issued to You. By obtaining a Card from Us, activating the Card, using the Card or permitting anyone else to use the Card, You agree to the provisions of this Agreement, which is subject to amendment, and further agree that this Agreement is binding on Your successors, representatives and assigns. “We” “Us” and “Our” refer to Wanigas Credit Union. “You” and “Your” refer to the person or persons who have obtained the Card. “Card” means the primary Visa® reloadable Prepaid Card and any secondary reloadable Prepaid Cards obtained from Us. Our “Business Days” are Monday through Friday; bank holidays are not included.

You must be a member of Wanigas Credit Union to purchase the Card. The Card will remain Our property. However, You will be solely and completely responsible for the possession and use of the Card. The Card is nontransferable, and it may be canceled, repossessed or revoked at any time without prior notice subject to applicable law. You must surrender the Card to Us immediately upon request. The Card may not be used for gambling or for any illegal transactions. Each Card must be signed immediately on the reverse upon receipt.

General

The Prepaid Card is a reloadable stored-value card. It is neither a credit card, nor is it an insured deposit account. You will not receive any interest on Your funds loaded on the Card. The Card expires on the date imprinted on the front of the Card.

Authorized Users

You may purchase additional Personalized Cards to enable someone else to have access to the funds held on the primary Card. You remain liable for all transactions and fees incurred by You or any other person You have authorized. You are wholly responsible for the use of each Card according to the terms of this Agreement. You must notify Us to revoke permission for any person You have previously authorized to use the Card. If You tell Us to revoke another person’s use of the Card, We may revoke all Cards and issue a new Card with a different account number.

Using the Card

You must activate the Card before use. To activate your Card you may visit us online at www.wanigas.com or call **866-760-3156**. Your PIN will automatically be assigned after activation is complete. You will be required, for validation purposes, to provide personal information. Once you have your initial PIN, you may also select your own PIN. You will need your PIN to access cash from ATMs and to use at merchants. Be sure to choose a PIN with a number that, while easy for you to remember, may be difficult for someone else to guess. You may use your Card after activation.

Remember to immediately sign the Card and record its account number in case it is ever lost or stolen.

The Card allows You to access funds You placed on the Card. You may use the Card to purchase goods and services wherever the Card is honored as long as You do not exceed the balance

available on the Card or any other limits applicable to the Card. For security reasons, We limit the number of transactions You can make to fifteen (15) during any 24 hour period. If You permit someone else to use the Card, We will treat this as if You have authorized such use and You will be responsible for all transactions made at anytime by such person. If You do not have sufficient value available on the Card, You may ask the merchant to debit part of the transaction to the Card and pay the remaining amount with cash or another card. Transactions requiring two forms of payment are called “split transactions”. Some merchants are not able to perform split transactions. If a completed transaction exceeds the balance of the funds available on the Card creating a negative balance, You shall remain fully liable to Us for the amount of the transaction. You agree to repay any shortage promptly. We reserve the right to cancel the Card should You create a negative balance more than once without immediate reimbursement.

Each time You use the Card, You authorize Us to reduce the value on the Card by the amount of the transaction. You do not have the right to stop payment on any transaction originated by use of the Card or Card number. You should get a receipt each time You make a transaction or obtain cash using the Card. You agree to retain Your receipts to verify Your transactions. We are not responsible for the quality, safety, legality or any other aspect of any goods or services You purchase with the Card.

There is a minimum available balance required to complete transactions at the merchants listed below.

Merchant Type	Minimum Available
Automated Fuel Pump *	\$99**
Telephone Calls	\$15**

*** If Your available balance is less than the required minimum, You can dispense gas by paying the gas station attendant.**

When the Card is used at merchants that usually include a tip, delivery charges or service charge, the following percentages will be added to the authorization request. If the transaction amount plus the applicable percentage is not available, the transaction may be declined.

Merchant Type	Percentage Increase
Accommodations (i.e. Hotels, Motels, etc), Auto Rental, Cruise Lines, Mail Order	15%**
Restaurants, Taxis and Limousines, Beauty and Barber Shops, Health and Beauty Spas	20%**

**** If Your actual transaction amount is less, it may take up to seven (7) days from the date of the transaction before the difference is available.**

We advise You not to use the Card to pre-authorize a transaction. If the Card is used for this purpose, some merchants may pre-authorize an estimated amount of the final bill and this amount will temporarily be unavailable. This hold may expire before the actual transaction occurs. You are responsible to maintain a sufficient balance to cover the final transaction.

Returns and Refunds

Each merchant has its own return policies and will handle the return in the same manner as any other Visa® transaction. If the merchandise is returnable, they may credit Your Prepaid Card, provide a cash refund or a store credit. If credit is given to the Prepaid Card, please allow seven (7) business days for the value to be reflected in the Card balance.

Cash Withdrawals

You may use the Card to access cash at an Automated Teller Machine (ATM); however not more than three withdrawals can be made for a maximum cumulative total of \$500 in any 24 hour period. We will charge a fee for each withdrawal. The ATM operator may charge You an additional fee and they may have withdrawal limits that are less than Our restrictions.

Fees and Charges

The fees charged by Us applicable to the Card are as follows:	
Primary Card Issuance	\$6.00 includes first value load
Additional and Replacement Cards	\$10.00
Express Delivery	\$25.00
Balance Inquiries	Free
Value Loads	\$3.00 each
Monthly Inactivity Fee	\$5.00 after six months of inactivity*
Domestic Cash Withdrawals	\$3.00 each
International Cash Withdrawals	\$5.00 each
Foreign Currency Conversion	1% (in addition to Visa® commission)
Account Closure with Cash Out	\$10.00
Balance Transfer with New Card	\$10.00

* The fee will be debited until the card is closed or usage is resumed. If there is no balance on the Card following the debit of any monthly inactivity fee, We will automatically cancel the Card and any additional Cards. If the Card balance is less than the inactivity fee, We will reduce the balance to zero and waive the remainder of the fee.

Value Loading

In addition to the initial funds loaded on the Card at the time of purchase, You may add further funds to the Card subject to a value load fee. If the Card is personalized with Your name, there is no limit on the number of times You may add value to the Card, provided You do not exceed three value loads totaling \$3,000 during any seven day period. If the Card is Non-Personalized, the number of additional value loads is limited to three (3) and a maximum value load total of \$3,000 in any seven day period. The minimum amount of each load must be \$50. You can add value with your Wanigas Debit MasterCard or Wanigas Visa Credit Card at www.wanigas.com or by calling **866-760-3156**. When You establish Your linked funding source, You affirm that You have the authority to draw funds from that source and that there are sufficient funds to cover each request. We are not liable for any overdraft or non-sufficient fund (NSF) fees You may incur. You may be required to authenticate Your personal identification information to complete load transactions. We reserve the right to delay posting Your transfer in Our sole discretion if We believe the transaction may be returned.

You should keep track of the amount of value loaded on Cards issued to You.

Card Information

You have 24 hour access to Cardholder Services through www.wanigas.com or by telephone at **866-760-3156** to: (a) check Your balance and transaction activity; (b) change some of Your personal information; (c) change Your P.I.N.; (d) initiate a value load; (e) report the Card lost/stolen.

Foreign Transactions

Transactions made in currencies other than U.S. Dollars will be converted to U.S. Dollars. Conversions to U.S. Dollars will occur on the transaction processing date which may not be the same as the actual date of the transaction. For transactions initiated in foreign countries, the exchange rate between the transaction currency and the billing currency (U.S. Dollars) will be: (a) a rate selected by 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 (b) the government-mandated rate in effect for the applicable central processing date; in every instance plus a 1% fee.

Although the Visa® brand mark may be displayed in some countries, the Card may not operate there due to security and regulatory control.

Personalized Identification Number (P.I.N.)

Upon activation of the Card, You will be issued a Personalized Identification Number. You will need the P.I.N. to access cash from ATMs and at any Point-of-Sale (POS) device which requires entry of a P.I.N. All ATM transactions are treated as a cash withdrawal transaction and are subject to applicable fees. You can change Your P.I.N. at www.wanigas.com or when calling Cardholder Services. You agree to protect Your P.I.N. by (a) never allowing anyone else to use the Card; (b) not giving the Card or P.I.N. to any unauthorized person; (c) not writing the P.I.N. on the Card; (d) not carrying the P.I.N. with the Card nor recording it where it may be accessed by other people; (e) not interfering with the magnetic stripe on the Card; (f) not giving any security details to any unauthorized person. If You believe anyone has gained unauthorized use of the Card or P.I.N., You must notify Us immediately.

Lost/Stolen Cards

Contact Us immediately at 866-760-3156, if You believe the Card is lost or stolen, or that someone has accessed or may access funds 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 block 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.
- You 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, sign an affidavit of forgery/unauthorized use and cooperate in Our investigation.

We reserve the right to investigate any claim You make with respect to a lost or stolen Card. If You do not tell Us within sixty (60) days after the transaction history was made available to You, You may not get back any money You lost if We can prove that We could have stopped the unauthorized transaction(s) if You had told Us in time. Our liability is limited to the face amount of the unauthorized transactions.

Our Liability for Failure to Complete Transactions

In no event will We be liable for consequential damages, extraordinary damages, special or punitive damages. We will not be liable, for instance:

1. If a merchant refuses to accept the Card;
2. If through no fault of Ours, You do not have enough money available on the Card to make a purchase;
3. If the merchant authorized an amount greater than the purchase amount;
4. If the terminal or service was not working properly;
5. If an ATM where You are making a cash withdrawal does not have enough cash;
6. If the Card is expired, damaged or revoked;
7. If the Card has been reported lost or stolen;
8. If We have reason to believe the transaction is unauthorized;
9. If the transaction information supplied to Us by You or a third party is incorrect or untimely;
10. If circumstances beyond Our control (such as flood, fire, communication failure) prevent the completion of the transaction;
11. Any other exception stated in Our Agreement with You.

Information about Your Right to Dispute Errors

If You think there is an error involving a transaction made with the Card such as a purchase You didn't make or an incorrect amount charged to the Card, please call Us immediately at **866-760-3156** or write to Us at: Cardholder Services, P.O. Box 550578, Ft. Lauderdale, FL 33355. If You tell Us orally, We may require that You send Your claim or question in writing within ten (10) business days.

We must hear from You no later than sixty (60) days after the transaction is posted to Your account and You must provide the following information:

- Your name, address, phone number and the Card number;
- A description of the error or the transaction You are unsure about and why You believe there is an error or why You need more information;
- The dollar amount of the suspected error.

Generally, We will tell You the results of Our investigation within ten (10) business days after We hear from You and will correct any error promptly. If We need more time, however, We may take up to forty-five (45) calendar days to investigate Your complaint or question. If We decide to do this, We will credit the Card within ten (10) business days for the amount You think is in error. If We ask You to put Your complaint or question in writing and We do not receive it within ten (10) business days, We may not credit the Card.

If We decide that there was no error, We will send You a written explanation within three (3) business days after We finish Our investigation and any credit made under the preceding paragraph must be repaid by You. You may ask for copies of documents that We used in Our investigation.

Termination

We reserve the right to terminate this Agreement or any of the services that are described herein by giving You written notice. You may, at any time, terminate this Agreement by calling Us at **866-760-3156**. We will send You any balance in U.S. currency subject to an account closure fee.

Termination of this Agreement will not affect any of Our rights or Your obligations arising under this Agreement prior to termination.

Amendment

We may amend the terms of this Agreement at any time by adding, deleting or changing provisions in compliance with the applicable notification requirement of federal law. If the change is made for security purposes, We can implement it without prior notice.

Assignment and Other Terms

The Card and Your rights and obligations under this Agreement may not be assigned. We may transfer Our rights or obligations under this Agreement at any time without notice to You. The entity to which We make any such assignment shall be entitled to all Our rights and/or obligation under this Agreement to the extent assigned.

If any provision of this Agreement shall be determined to be invalid or unenforceable under any law or regulation of any governmental agency, the validity or enforceability of any other provision of the Agreement shall not be affected. This Agreement will be governed by the law of the State of Michigan except to the extent governed by federal law.

Privacy

Please refer to Our policies on information collection and sharing at www.wanigas.com/2003design/main.shtml?privacy.