

Terms & Conditions

Innovative Card Services Visa [®] Multi-Purpose Reloadable Card Cardholder Agreement April 1, 2018

CARDHOLDER AGREEMENT

By requesting and using or allowing another to use your Visa Multi-Purpose Reloadable Card, you agree to be bound by the terms and conditions of the Visa Multi-Purpose Reloadable Card Cardholder Agreement (“Agreement”). **Please read this Agreement carefully and keep it for future reference.**

A. Definitions

“Account”

shall mean the deposit account accessed by your Card.

“Available Balance”

shall mean the balance in your Account less the amount of any previously authorized transactions or withdrawals from your Account which are pending plus the amount of any disputed transactions while the dispute is pending.

“Card”

shall mean the Visa Multi-Purpose Reloadable Card or the account number printed on the face of the Card.

“Card Program”

shall mean the Card related services marketed and made available to you, subject to the terms and conditions of this Cardholder Agreement.

“Financial Institution”

shall mean INOVA Federal Credit Union, which may also be referred to as the **“Issuer,” “we,” “our” or “us”**, as issuer and owner of the Card. Cards distributed by our business partner Innovative Card Services, L.L.C. are also bound by this agreement.

“Transaction”

shall mean a request by You (1) to withdraw cash or obtain information about the amount of unused value remaining on the Card at an ATM; (2) to purchase or lease goods and services at a retail merchant location using the Card, which is authorized or denied by the Financial Institution; or to withdraw cash through a cash advance at a financial institution.

“You” and “your”

shall mean the person who requested issuance of the Card and the person whose name appears on the face of the Card or their legal representative.

B. General Information

To manage your card online:

1. Visit www.VisaPrepaidProcessing.com/Inova/Reloadable
2. If you do not have a username or have never logged into the website, click **Need Username?**
3. Enter your 16 digit card number.
4. Verify that you are not a robot. Click on the checkbox to begin. The system may prompt you to select specific images. After all images are selected, click Verify. Once completed, a green checkmark will appear in the box. Then, Continue.
5. Enter the expiration date of your card, the last 4 digits of your Social Security number, and the 3 digit Security Code on the back of your card. Then, Continue.
6. Enter a username, a unique 8 – 16 character password, choose a security question and answer. Then, Continue.
7. Review the information entered. If correct, Continue. You should be able to view your balance and transaction history.

To manage your card by phone:

1. Dial 1-866-304-8680
2. Press 1 for English or Press 2 for Spanish
3. Enter the 16 digit card number
4. Enter the last 4 digits of your Social Security number and the 3 digit Security Code on the back of your card

Once your card has been registered, you may create a Personal Identification Number (PIN) to access cash from your card. The PIN will not be mailed to you or generated for you. Fees may apply for PIN set up and use. Please refer to the fee schedule that accompanied your card. You may also contact Innovative Card Services at 866-319-4602 to request a copy of the full disclosure including the Schedule of Fees.

Your card is active unless it is a replacement card due to expiration of card, lost/stolen status or recent upgrade.

To activate your card:

1. Visit www.VisaPrepaidProcessing.com/Inova/Reloadable
2. Click **Activate My Card**
3. Enter your 16 digit card number. Then, Continue.
4. Verify that you are not a robot. Click on the checkbox to begin. The system may prompt you to select specific images. After all images are selected, click Verify. Once completed, a green checkmark will appear in the box. Then, Continue.

5. Enter the expiration date of your card, the last 4 digits of your Social Security Number, and the 3 digit Security Code located on the back of the card. Then, Continue.

6. You should receive a message that "Your card has been activated."

1. **USA Patriot Act.** Pursuant to requirements of law, including the USA PATRIOT Act, your participating financial institution is obtaining your personal information and will take necessary actions to verify your identity. You authorize Financial Institution to use credit bureaus or other services or databases to perform such verification.
2. **Minimum Balance Requirement.** There is no minimum balance.
3. **Interest.** There is no interest paid on the Account balance.
4. **Application Process.** You may apply at any of our participating branches. We will issue your Card upon approval of your application. You authorize us to obtain and review your credit report with a credit reporting agency and make other inquiries of third parties that we consider appropriate to help us determine whether to open your Account.

5. **Secondary Cards**

You may get up to one additional Card which have the same functionality as your primary Card, except that they cannot be used to load money to the Card.

1. **Additional Terms if Secondary Cards Issued**

The following terms will apply if one or more Secondary Cards are issued:

a. **Secondary Card Use**

A Secondary Card may be used by a Secondary Cardholder in the same manner and to the same extent as the Primary Cardholder may use his or her Debit Card.

b. **Full Access to Cardholder Transactional Data**

Each Primary Cardholder and Secondary Cardholder will have full access to the transactional information associated with the Primary Cardholder's and all Secondary Cardholders' Debit Cards.

c. **Communications**

All communications to be sent or given in accordance with this Agreement may be sent to the address our records show for the Primary Cardholder only, in our discretion. The Primary Cardholder is responsible for sharing all communications from us with the Secondary Cardholders. All communications sent or given to the Primary Cardholder are deemed to be given to both the Primary Cardholder and the Secondary Cardholders.

d. **Bound by all Instructions**

The Primary Cardholder and any Secondary Cardholders each agree to be bound by all instructions and requests made or purported to be made by any of them, jointly and severally.

e. **Cancellation by Primary Cardholder**

A Secondary Cardholder's Debit Card may be terminated at the request of the Primary Cardholder at any time, provided that we are given a reasonable opportunity and a reasonable time period, as determined by us, to act on such request.

f. **Responsibility for Secondary Cardholder Transactions**

The Primary Cardholder shall be responsible for the Debit Card usage, including any fees and charges, by any Secondary Cardholder, or any person authorized by any Secondary Cardholder as will the Secondary Cardholder, jointly and severally.

g. **Liabilities not affected by Disputes of Cardholders**

All obligations of the Primary Cardholder and Secondary Cardholders under this Agreement to us shall not be affected by any dispute or counterclaim or right of set-off which the Primary or Secondary Cardholders may have against each other.

6. **Transferability and Assignment.** You may not transfer your Account or your Card. Furthermore, you may not assign, pledge or otherwise transfer your interest in Account. You may not resell your Card.

C. Account Usage and Limitations

1. **Deposits.** You may add funds to your Card through our website, if you have an INOVA Federal Credit Union Visa credit or debit card, or at our participating branches. The funds are available for withdrawal on the day we receive them. The minimum initial deposit is subject to the location where your Card is purchased. Subsequent deposit maximum dollar amount is \$2,000 per deposit.

Since ACH (Automated Clearing House) is an available option on your card, Payroll funds from your Employer may also be deposited to your Account. Therefore, you must arrange with your employer for your wages, salary or other compensation to be deposited into your Account. The funds are available for withdrawal on the day we receive them from your employer.

2. **Deposit Corrections.** If your employer deposits funds you are not entitled to into your Account, we may deduct those funds from your Account. We are not required to give you any notice before removing said funds. If you do not have sufficient funds, we may overdraw your account and you are required to pay back those funds to us.
3. **ATM Withdrawals.** You may use your Card to withdraw cash or perform a balance inquiry at any Automated Teller Machine "ATM" that displays the PLUS symbol up to \$500.00 per day.
4. **Cash Advances.** You may use your Card to obtain cash at any financial institutions that accept Visa cards.
5. **Merchant Transactions.** You may use your Card to make purchases from any merchant who accepts Visa debit cards up to the available card balance. When you use your Card at a merchant, the merchant requests a preauthorization for the amount of the transaction. We will

place a hold on your Account for three days or until the transaction posts to your Account. If the preauthorized amount does not match the amount of the settling transaction, the hold may not be released until the three days expire. When using your Visa prepaid card at a merchant where a tip may be included (such as at a restaurant), your transaction may be authorized for an additional 20% above your total bill. However, the tip amount is at your discretion. The actual amount processed to your Card will not exceed the amount of the bill plus the tip added by you. In addition to restaurants, the types of merchants where a tip may be included are, among others, bars, taxis, beauty and barber shops, and health and beauty spas. When paying at the pump, simply insert your Card and follow the instructions. If you are unable to complete the transaction at the pump, proceed inside and pay the attendant prior to pumping. Additionally, certain automated fuel dispensing merchants may place a preauthorized hold of \$75 on your Account prior to permitting you to dispense fuel. These preauthorizations may cause your Card to be declined.

- 6. Foreign Currency Transactions.** If you use your Card to perform a transaction in a currency other than US Dollars, Visa will convert the currency into US Dollars based on the currency exchange rate in effect the day we settle the transaction. The currency exchange rate may be different on that day than the day you initiated the transaction. The currency exchange rate is (1) a rate selected by Visa from a range of rates available in wholesale currency markets, or (2) the government mandated rate. In either instance, we will also charge an International Exchange Fee as set forth in the Schedule of Fees.
- 7. Illegal Transactions.** You may not use your Card for illegal transactions such as, but not limited to, internet gambling. Even if an Internet merchant accepts your Card it does not mean that the transaction is legal where you conduct it. You agree that we may decline transactions we believe may be illegal or in violation of the applicable card network rules. You also agree that if an illegal transaction is approved, that we may charge your Account and we are not liable to you if you perform an illegal transaction.
- 8. Suspicious Transactions.** The Issuer may, from time to time, restrict the use of your Card if we suspect irregular, unauthorized or unlawful activities may be involved with your Account while we investigate such activities. This may include, among others, the denial of transactions originating in certain foreign countries. Before traveling abroad contact your participating financial institution to determine if they have restricted transactions from the countries you will be visiting.
- 9. Merchant Disputes.** If you use your Card at a merchant and a dispute with the merchant arises, you agree to make a good faith effort to settle the dispute with the merchant. We are not liable for any misrepresentations a merchant makes about the goods and services you purchase with your Card, or if the merchant refuses to accept your Card. We are not obligated to re-credit your card just because you request us to do so.
- 10. Transactions limited to Available Balance.** Transactions will be authorized up to your Available Balance. If your transaction will be greater than your Available Balance, tell the merchant at the start of the transaction. The merchant will require payment for the difference from another source such as cash.

- 11. Pre-paid cards are not able to be used as a method for purchasing any of our other pre-paid cards.**

D. Your Responsibility for Account Usage.

- 1. Use of Card.** If you authorize someone else to use your Card and/or PIN you will be responsible for any transactions initiated by such person with your Card and/or PIN. Transactions will be considered unauthorized only after you notify us, in writing, that the person is no longer authorized to use your Card. You are liable for the authorized or permitted use of your Card.
- 2. Safeguarding PIN.** Protect the secrecy of your Personal Identification Number (PIN). You agree not to disclose your PIN to anyone else or record the PIN on your Card. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner.
- 3. Compromised Card or PIN.** You agree to notify us promptly if you have lost your Card or believe the Card and/or PIN were obtained by an unauthorized person.
- 4. Overdrafts.** There is no credit line associated with your Account. If you attempt to use your Card for more than the Available Balance, we may decline the transaction. In the event that we authorize or settle a transaction for more than your Available Balance and your Account becomes overdrawn, your card will be suspended until the balance is paid. In addition, you agree (a) that we may deduct the overdrawn amount from your next deposit and (b) to pay us upon demand the amount of the overdraft.
- 5. Monthly Statement Delivery.** Your statement will be made available to you electronically through our website www.visaprepaidprocessing.com/inova/reloadable. You will be notified via e-mail when your statement is available if you provided a valid e-mail address when you registered your card. For an additional fee, your statement can be mailed to you. You agree to notify us if your e-mail or mailing address changes by contacting us at the address or phone number below.
- 6. Statement Review.** You agree to promptly review your statement each month and to notify us at the address or phone number below at once if your statement shows transactions you did not authorize. See section I for procedure for making a claim.
- 7. Preauthorized Credits.** You may log into your account for free at www.visaprepaidprocessing.com/Inova/Reloadable to determine if a direct deposit, such as your payroll, has been made. Your employer will notify you each time they deposit funds into your Account. Contact your employer with any questions regarding the amount deposited.

F. Fees

- 1. Terminal Fees.** When you perform a balance inquiry or make a cash withdrawal at certain terminals, the terminal owner may charge you a "convenience fee" or "surcharge fee" for using their device. If the owner does charge such a fee, you will be notified of the amount of the fee prior to completing the transaction.

2. Payment of Fees. You agree to pay all fees associated with the card. Fees will be deducted from your Account balance as they occur.

3. Schedule of Fees.

ACH Load Fee (Upon Second ACH Load – One-time fee and applies to ACH Loads only)	\$5.00
Automated Customer Service Inquiry	First call Free \$ 1.00 thereafter
Signature (POS) Point of Sale Transaction (Credit)	Free
PIN Select/Change	\$1.00 per request
PIN POS Purchase	\$.50 per transaction
POS Purchase with cash back	\$.50 per transaction
POS Purchase with cash back International	\$1.00 per transaction
International Exchange Fee	1% of transaction amount
ATM Balance Inquiry	2 Free, \$1.00 thereafter
ATM Balance Inquiry – International	\$2.00 per inquiry
ATM Withdrawal	\$1.00 per withdrawal
ATM Withdrawal– International	\$5.00 per withdrawal
ATM Decline	\$.50 per decline
ATM Decline - International	\$1.00 per decline
Teller Cash Domestic/International	\$5.00 per withdrawal
Card Unload Fee	\$10.00 per unload
Inactivity Fee	\$5.00 per month starting the 7 th month of inactivity
Lost/Stolen Card Replacement	\$10.00
Monthly eStatement Fee	Free
Monthly Paper Statement Fee	\$5.00 per statement
Account Closure	\$10.00
Emergency Card Replacement Domestic/International	\$40.00
Card Replacement Express Delivery	\$15.00
Card Purchase Express Delivery	\$50.00
Escheatment Fee	\$50.00

We reserve the right to change the amount of fees upon 30 days prior notice to you.

Your Card is not a deposit account, and the value loaded on your Card is not insured by the NCUA or any other federal or state agency.

Contact Innovative Card Services, LLC by calling 1-866-319-4602, by mail at 358 South Elkhart Avenue, Suite 300, Elkhart, IN 46516, or visit www.innovativecardservices.com.

For general information about prepaid accounts, visit cfpb.gov/prepaid.

If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit cfpb.gov/complaint.

G. Preauthorized Transactions.

- 1. Stop Payments.** If you have regular recurring payments out of your Account and wish to stop them, please contact the merchant with whom you have set up the arrangement and request these payments be stopped. If the merchant is not responsive to your request, you must contact us to stop any of these transactions. In order to stop the preauthorized transactions, we must close your Card or Account and reissue a new card. To request a stop payment, call us at 866-319-4602 or write to Innovative Card Services, 358 South Elkhart Ave, Suite 300, Elkhart, IN 46516 in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and deliver it to us within 14 days after you call.
- 2. Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, ten days before each payment, when it will be made and the dollar amount.
- 3. Our Liability.** If we receive your order instructing us to stop a preauthorized transfer, in writing, three days or more before the transfer is scheduled, and we do not do so, we will be liable to you for your actual losses only.

H. Your Liability for Unauthorized Transactions.

- 1. Notification.** Notify us AT ONCE if you believe your Card has been stolen, lost or you believe that someone may use or has used the PIN assigned to your Card without your consent or authorization. Telephoning is the best way to reduce your potential losses, but you need to follow-up with us in writing. You may risk losing all the money in your Account through an unauthorized transfer. If your Account statement shows a transaction that you did not make and/or authorize, advise us at once. If you do not advise us within sixty (60) days after the Account statement was mailed or made available to you, you may not receive any money you lost after sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time or if the delay has otherwise prejudiced us. If a good reason, such as a hospital stay, keeps you from informing us of an unauthorized transaction, we may extend the relevant time periods.
- 2. Telephone Number and Address for Notification Purposes.** If you believe your Card or PIN has been lost, stolen or you believe that someone may use or has used the PIN assigned to your Card, notify us at
Telephone: 866-319-4602 Available Monday through Friday 8am to 5pm Eastern Time
Write: Innovative Card Services, 358 South Elkhart Avenue, Suite 300, Elkhart, IN 46516

I. Error Resolution Procedures.

- 1. Notification.** If you think that your Account statement or transaction receipt is wrong, or if you need more information about a transaction call us at **866-319-4602** or write us at Visa Debit

Processing Service, P.O. Box 636001, Highlands Ranch, CO 80163-6001. We must hear from you no later than sixty (60) days from receipt of your Account statement on which a problem or error appeared. You must give us the following information:

- a. Your name and Card number.
 - b. Description of the error in the transaction you are questioning and a detailed explanation of why you believe it is an error or why you need more information.
 - c. The exact dollar amount of the suspected error.
- 2. Our Investigation.** We will inform you of the results of our investigation within ten (10) business days after we hear from you. However, if we need more time to make a determination, we may take up to forty-five (45) calendar days to investigate. If we opt to take forty-five (45) days, we will re-credit your Account within ten (10) business days for the amount you think is in error, so that you will have use of such money during our investigation. In the case of foreign-initiated transfers or point-of-sale transactions, the applicable time period in this paragraph shall be ninety (90) days in place of forty-five (45) days to investigate if a re-credit is given. If the error involves a new Account, a claim made within thirty (30) calendar days after an Account is opened, the applicable time period in this paragraph shall be twenty (20) days in place of ten (10) days to investigate and re-credit your Account; and ninety (90) days in place of forty-five (45) days to investigate if a re-credit is given. We will transmit the results of our examination and investigation to you within three (3) business days after concluding our investigation. You may ask for copies of the documents upon which we relied in making our determination. If we determine there was no error and we had previously re-credited your Account, we may debit such amount upon transmitting the requested documentation, information or clarification to you. If we determine an error has been made, we shall correct the error and notify you of such correction within one (1) business day after our determination.

J. Our Liability for Failure to Make Transfers

If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are exceptions. For instance, we will not be liable:

1. If, through no fault of ours, you do not have enough money in your Account to make the transfer.
2. If the funds on deposit are under some restraint due to some legal process or other encumbrance restricting the transfer.
3. If the terminal where you are attempting the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken.
6. If you have reported your Card and/or PIN as lost or stolen.

7. If your Access Card is canceled.
8. In case of any error or malfunction which was not intentional on our part and resulted in a good faith error.
9. Other exceptions stated in our agreement with you.

K. Disclosure of Account Information to a Third Party

Information will be disclosed to third parties about your Account or the transfers you make under the following conditions:

1. When it is necessary for completing requested transaction.
2. In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant.
3. In order to comply with government agency or court orders and subpoenas.
4. If you give us your written permission.
5. As otherwise required or permitted by law or government regulation.

L. Additional Terms and Conditions.

1. **Business Days.** Our business days are Monday through Friday, with the exception of legal holidays and closings required by circumstances beyond our reasonable control.
2. **Cancellation.** We are not, under any circumstances, obligated to reissue a lost or stolen Card or PIN. We may, without prior notice, cancel or invalidate your Card at any time, and may at our option cancel this Agreement. If we cancel your Card, you remain liable for whatever you owe us as a result of the use of your Card. You may cancel your Card by calling us at 866-319-4602 or by cutting it in half and mailing the pieces to: Innovative Card Services, 358 South Elkhart Ave, Suite 300, Elkhart, IN 46516. If a balance remains in your Account when it is closed, a check will be issued, upon request, and the applicable fee deducted.
3. **Governing Law / Severability.** This Agreement will be governed by the laws and regulations of the United States and, to the extent not so covered, by the laws and regulations of the State of Indiana. A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of the Agreement.
4. **Our Right to Offset.** You agree that we are authorized at any time to offset the funds in your Account against debts and liabilities owed to us. This applies whether the debts or liabilities are yours alone or joint with one or more persons or entities. We may exercise this right of offset without notice to you. We are not liable if we refuse to approve a transaction for insufficient funds caused by exercise of our right of offset. You agree to hold us harmless from any claims arising as a result of our exercise of our right of offset.
5. **Garnishment and Other Legal Process.** Your Account may be subject to garnishment, attachments, levies, support orders, court orders, subpoenas, discovery or other legal process. We are required to comply with any legal process we receive in connection with your Account.

You agree to hold us harmless from any claims arising as a result of our complying with any legal process.

6. **Recording.** You agree that we may record any telephone conversation with you regarding your Account.
7. **Collection Fees.** We are entitled to recover from you our reasonable legal and paralegal's fees in connection with any action brought by us to enforce this agreement or in defense of our rights under this agreement or by law. By using the Card, you are agreeing to the terms of this agreement as are any users of the Card.

M. Entire Agreement / Change of Terms. This Agreement and other statements and documents described herein pertaining to the Account constitutes the sole and entire agreement between you and the Financial Institution. Notice will be provided before the terms of this Agreement are changed. **However, we reserve the right to change these terms and conditions upon thirty (30) days prior written notice to you.**