

## **My Bank First United Visa® Gift Card Agreement**

By purchasing, receiving and/or using this My Bank First United Visa® Gift Card, you agree to be bound by this Agreement. In this Agreement “you” or “your” means the person who has purchased, received and/or signed the back of the My Bank First United Visa® Gift Card, “we”, “us” or “our” means First United Bank & Trust, and “Card” means the My Bank First United Visa® Gift Card.

**How the Card Works.** The Card is a Visa® stored value card issued by First United Bank & Trust. The Card accesses the funds you have delivered to us for use by this Card. The Card is not a credit card. You are not issued a personal identification number (“PIN”) in connection with the Card. No interest is paid on the Card balance. The Card balance is FDIC insured. The amount available on the Card is limited to the U.S. dollar value loaded on the Card at the time of purchase. No additional funds may be added to the Card. The Card balance will decrease each time you use the Card to make a purchase or incur a fee.

**Using your Card.** You should use your Card as soon as possible and use the entire balance.

**Signature of Cardholder.** You or the person to whom you give the Card as a gift must sign the back of the Card before the Card is used. The person who receives the Card as a gift should be the person who signs it. After the Card is signed it may not be transferred.

**Registering the Card.** When you purchase the Card, we register it to you.

**Record your Card Number.** Record your card number in a safe place separate from the Card. You need your card number to report a lost or stolen card or unauthorized transactions.

**You May Use the Card:**

To pay for purchases at merchants who display the Visa<sup>®</sup> Debit Card logo and have agreed to accept the Card. You will need to sign the sales receipt to use the Card. If there's a keypad, tell the salesclerk that you prefer to sign for your purchase. Usually, you will need to push the “credit” payment option.

The My Bank First United Visa<sup>®</sup> Gift Card can be used at gas stations, but the Card cannot be authorized directly at the pump. You must present the Card to the attendant for payment and you must sign the sales receipt to use the Card. If there's a keypad, tell the salesclerk that you prefer to sign for your purchase. Usually, you will need to push the “credit” payment option.

### **Transaction Limitations.**

When you use the Card, the merchant may obtain preauthorization for the purchase. A 3 day hold will be placed on the Card for the amount of the preauthorization request, and those funds may not be used for any other purpose during the hold period. Even if the preauthorization request varies from the amount of the actual purchase, the hold may not be removed until the hold has expired.

Most restaurant Card authorization terminals are programmed to approve Card transactions for approximately 25% above the cost of the meal amount to cover the bill plus tip (for authorizations purposes only). If the Card's value is less than the cost of the meal plus 25%, it will be declined.

If the amount of your purchase is greater than the Card balance, the difference can be paid with another form of payment, depending on the policy of the merchant. Any transaction attempted for more than the Card balance will be declined.

The exchange rate between the transaction currency and the billing currency used for processing international Visa<sup>®</sup> Debit Card transactions is a rate selected by Visa<sup>®</sup> from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa<sup>®</sup> itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, on all international Visa<sup>®</sup> Debit Card transactions the Bank will charge an International Service Assessment Fee of up to 1% to offset the Bank's costs for Visa<sup>®</sup> services.

The Card cannot be used to obtain cash at ATM machines, at Bank branches or the branches of other financial institutions, or at point-of-sale terminals that require a PIN.

You may not use your Card for any illegal transaction. We may decline authorization for any illegal transaction or Internet gambling transaction.

If you wish to return any merchandise purchased with the Card, you will be subject to the merchant's return policies. Merchants may credit your returns back to the Card. You should keep your Card, even after you have used all of your Card balance, until you are sure that you are not expecting a merchant refund to your Card. Then, you should destroy any Card that has no balance. Returns credited back to the Card by a merchant will be available for use approximately 3-7 days after the return is processed.

**How to Obtain your Card Balance or Obtain Information on Transactions Previously Made or Transfer the Card Balance to Another Card.**

You need to keep track of your Card balance. To check your My Bank First United Visa<sup>®</sup> Gift Card balance or to get a summary of the transactions you have made, call My Bank First United

Gift Card Services' automated toll-free telephone number at First United Cardholder Support Call Center at 1-866-952-3794 or go to [www.consumercardaccess.com/mybankgiftcards](http://www.consumercardaccess.com/mybankgiftcards). You will need your card number and the 3 digit security code on the back of the Card to receive information. You should be issued a receipt for each transaction you make, unless your transaction totals \$15.00 or less, but you will not receive a statement or written summary of transactions.

**Theft, Unauthorized Use or Loss of your Card.**

You are responsible for all authorized and unauthorized uses of your Card, except to the extent that applicable law (or Visa<sup>®</sup>'s zero liability policy described below) protects you from liability for unauthorized purchases.

**What to Do If you Believe your Card is Stolen or Unauthorized Transactions have**

**Occurred.** Notify us immediately at 1-866-952-3794. You will need your card number to receive information.

**What to Do If your Card Is Lost.** If you lose your Card, it is like losing cash and, unless you qualify for Visa<sup>®</sup>'s zero liability policy, we will not either reissue the Card or refund your money. You should report the loss of the Card by calling us at 1-866-952-3794 as soon as you discover the loss.

Under Visa<sup>®</sup>'s zero liability policy, you may incur no liability for unauthorized use of your Card, provided that you notify us within two business days after learning of the loss or theft of your Card. If you notify us after 2 business days you may be liable for up to \$50 of the loss. This policy is subject to the following conditions: A transaction is considered "unauthorized" if it is

initiated by someone other than you without your actual or apparent authority and you receive no benefit from the transaction. A transaction is not considered unauthorized if you furnish the Card, Card number or other identifying information to another person and expressly or implicitly give that individual authority to perform one or more transactions, and the person exceeds that authority, or we conclude that the facts and circumstances do not reasonably support a claim of unauthorized use. If we ask you for a written statement, affidavit or other information in support of the claim, and you do not provide it within the time requested or within a reasonable time if no date is stated, we may deny you the benefit of the policy. Our liability under this policy is limited to reimbursing you for the amount of your loss up to the face amount of any unauthorized transaction. We are not liable for any special, indirect or consequential damages.

**Replacement For Damaged Cards.** A replacement card can be issued for the value remaining on any damaged Card and the original Card will be canceled. We may charge a \$5.00 service charge for this service. The service charge will be deducted from your Card balance.

**THE FOLLOWING NOTICE CONTAINS INFORMATION ABOUT YOUR RIGHT TO DISPUTE ERRORS.**

**What To Do About Suspected Errors.** In case of errors or questions about electronic transactions on the Card, contact our Customer Service Center at 1-888-692-2654.

**Information you Must Give To us.** When you make your inquiry about the suspected error, you must supply us the following information:

Your name and the Card number.

A description of the error or the transaction you are unsure about and a clear explanation of why you believe it is an error or why you need more information.

The dollar amount of the suspected error.

**What Happens If We Believe No Error Occurred.** If we decide there was no error, we will generally send you a written explanation within 3 Business Days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

**Disputes with Merchant.** If you have a problem with any goods or services you purchase using the Card, you agree to settle any disputes arising from the problem directly with the merchant who provided the goods or services.

**Validity of Your My Bank First United Visa® Gift Card.**

**Expired Cards:** Your My Bank First United Visa® Gift Card will be valid for use until the “Valid Thru” date shown on the front of your Card. The inactivity fee may consume the Card balance before the Expiration Date. We encourage you to use the entire Card balance before the “Valid Thru” date shown on the Card. Different states may vary the period during which a Card is valid for use. **If there is any remaining unused balance on the Card after the “Valid Thru” date, present the Card at a My Bank First United branch and we will reissue a new Card to you in an amount equal to the remaining balance at no cost to you.**

**Cancellation.**

**Issuer and Owner.** Your My Bank First United Visa<sup>®</sup> Gift Card is issued by First United Bank & Trust. We are the owner of the Card. The My Bank First United Visa<sup>®</sup> Gift Card will remain our property. We may cancel your right to use the My Bank First United Visa<sup>®</sup> Gift Card at any time and have you return the Card to us.

**Change in the Program.** We may change the terms of, add new terms to, or discontinue this Gift Card Agreement at any time, without giving you notice, subject to applicable law. Check [www.mybank4.com/giftcards](http://www.mybank4.com/giftcards) for posting of the most recent terms.

**Other Terms and Conditions.**

My Bank First United will not be liable to you for anyone's failure to honor the My Bank First United Visa<sup>®</sup> Gift Card. From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

**My Bank First United Visa<sup>®</sup> Gift Card Service Charges.**

Purchase Price for Gift Card: the dollar value to be put on card plus \$5.00

Fees (that may be deducted from the Card balance): Lost or Stolen Replacement Card \$5.00, Inactivity fee \$10.00. The Inactivity fee is a monthly fee and will be applied after twelve (12) consecutive months of non-use of the Card. The Inactivity Fee will reduce the Card balance and may consume the balance before the "Valid Thru" date on your card.

## **1. Governing Law.**

**Maryland Law Applies.** These Terms and Conditions are governed by Maryland law, except where federal law controls.

**Electronic Funds Transfer Act Does Not Apply.** The Electronic Funds Transfer Act does not apply to the My Bank First United Visa<sup>®</sup> Gift Card.

**Other Applicable Laws.** The sections of the Federal Reserve's Regulation E implementing the gift card provisions in the Credit Card Accountability Responsibility and Disclosure Act of 2009 apply to the My Bank First United Visa<sup>®</sup> Gift Card. This Agreement contains the only other terms that apply. Please retain this Agreement for future reference.

**Unclaimed Funds.** The balance remaining on the Card may become unclaimed funds escheatable to the State of Maryland, if you have not, within the applicable statutory period, requested a refund of unused funds on your expired or canceled Card, corresponded with us concerning the Card, or transacted any business on the Card, all as shown by our records.

### **Questions or Concerns.**

If you have any questions concerning your My Bank First United Visa<sup>®</sup> Gift Card, please visit [www.consumercardaccess.com/mybankgiftcards](http://www.consumercardaccess.com/mybankgiftcards), call us at 1-888-692-2654 or write to

First United Bank and Trust  
Attention: Customer Service Center  
PO Box 9  
Oakland, MD 21550