

## **Terms & Conditions**

This Reward Card Agreement ("Agreement") is the terms and conditions governing the issuance and your use of the PNC Visa® Reward Card ("Card"). Please read this Agreement carefully and keep it for your records. By purchasing, signing, or using the Card, or authorizing another person to use the Card, you are agreeing to the terms and conditions in this Agreement. In this Agreement, "you" and "your" mean: (a) the person to whom we issue the Card; (b) the person receiving the Card; and (c) the person using the Card. The terms "we," "us," and "our," mean PNC Bank, and its successors, agents, and assigns. Effective October 8, 2021, PNC Bank is now the issuer of the Reward cards. No replacement cards will be issued; however, you may be eligible to receive a refund check for the remaining balance on the Card.

The Card is a reward, stored value card, not a credit card or an automated teller machine ("ATM") card. There is no credit line or separate deposit account in your name associated with the Card, and we will not pay any interest on the value stored on the Card. You may use the value stored on this Card only in accordance with these Terms and Conditions. You may not deposit additional value on or otherwise "reload" your Card, or perform any transaction with the Card except as provided in these Terms and Conditions. The value stored on your Card is not FDIC insured. This is NOT a gift card. Your Card is embossed with a Card number, and you should keep a record of this number, along with any receipt provided with the purchase of the Card, in case it is lost or stolen. If your name is also embossed on your Card (a "Personalized Card"), only you may sign and use the Card. If your name is not embossed on your Card (a "Non- Personalized Card") and you have not signed the Card, you may give the Card to another person and that person, after signing the Card, may use the Card.

# **SECTION 1. Using Your Card**

You should sign your Card as soon as you receive it and activate it as provided in the accompanying instructions. Your Card can be used anywhere Visa® debit cards are accepted to purchase merchandise and services, including online purchase transactions. Your Card may be used with a PIN to make purchases at any merchant that participates in Interlink Network. You can use the Card to make purchases as often as you like, but those purchases cannot exceed the value stored on the Card. The Card cannot be used to obtain cash through ATMs, from merchants or at any financial institutions. You agree that you will not use the Card for any illegal transaction, and that it is your responsibility to determine the legality of each transaction. You acknowledge and agree that we have no obligation to monitor, to review or to evaluate the legality of your Card transactions. You also agree that you will not use the Card in connection with any Internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction. We reserve the right, but shall have no obligation, to decline any transaction that we believe is an illegal transaction, an Internet or online gambling transaction or a high-risk transaction. To the fullest extent permitted by law, you agree to

pay for any Card transaction that you authorized, even if that transaction is determined to be illegal. If you or any Authorized User use the 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. Any unresolved merchant dispute may be sent to Visa, Inc. P. O. Box 636001, Highlands Ranch, CO 80163 in writing for assistance in settlement. Except as expressly provided in these Terms and Conditions, you cannot stop payment to merchants for transactions made through the use of your Card. At the time of each transaction on the Card, there must be enough value stored on the Card to pay for that transaction. If the amount of a transaction is greater than the remaining value stored on the Card, you may be able to pay the difference with cash, check, credit or debit card, subject to the policy of the merchant. If a merchant submits a transaction for an amount that is greater than the remaining value stored on the Card, we have no obligation to approve that transaction. In the event a transaction is approved when the remaining value stored on the Card is not enough to pay for that transaction, there will be an overdraft or "negative balance" on the Card. You agree to pay the amount of any negative balance. You are responsible for all of your transactions on the Card. If you permit someone else to use your Card, you will be responsible for all transactions initiated by that person, even if you did not authorize each such transaction on the Card. You cannot transfer, assign or pledge the Card or any of your rights to the value stored on the Card, except through using the Card to make purchases.

When you use your Card for certain transactions (for example, at hotels, car rental companies, restaurants, or gas stations), the merchant accepting your Card may request advance authorization of that transaction. If we authorize a transaction, we may place a temporary "hold" on the value available on your Card for the amount of the authorized transaction. This hold is not payment for an authorized transaction. We will make payment for a transaction only after the actual transaction is presented to us. You can get information about any hold on the value available on your Card by calling us toll-free at (866) 791-6841 or visiting www.visaprepaidprocessing.com/pnc/Reward. This information and customer service are available to you 24 hours a day, 7 days a week, and your calls will be free, except as provided in the Fee Schedule included as part of the card carrier when you received your card.

# SECTION 2. Your Personal Identification Number/Signature on the Card

A personal identification number (a "PIN") is required in order to use a Card with some merchants. You must (i) select a PIN according to the instructions provided with the Card; (ii) not disclose the PIN to anyone; (iii) not write the PIN on the Card or anything else likely to fall into the wrong hands; and (iv) keep the Card and PIN in a safe, secure place. If the security or confidentiality of any PIN is compromised, you or the Authorized User should notify us at once. There is a panel on the back of each Card for a signature. You should sign this panel upon receiving the Card to help protect against unauthorized use. However, your responsibility for transactions with the Card, as described in these Terms and Conditions, does not depend on whether or not you sign your Card.

# **SECTION 3. Expiration of Card**

Your Card is valid until the expiration date shown on the Card or until all of the value stored on the Card has been deducted, whichever comes first. If there is any remaining value stored on your Card at expiration, you may request a check for the value remaining after deduction of the Check

Issuance/Card Closing Fee described in the Fee Schedule included as part of the card carrier when you received your card, and we will mail this check to you within weeks.

### **SECTION 4. Information About Transactions and Available Value**

You will have the option to obtain a receipt for each transaction on your Card. You should keep a record of all transactions and fees charged to your Card so that you always will know the amount of remaining value stored on the Card. Because of operational constraints related to processing or posting transactions on the Card, there may be times when the actual value stored on the Card is more or less than the value made available to you. The amount of value shown on our records as stored on your Card will be determinative, unless you can show us differently to our satisfaction. You can review the transactions on your Card and confirm the remaining value stored on the Card by calling us toll-free at (866) 791-6841 or visiting www.visaprepaidprocessing.com/pnc/Reward. This information and customer service are available to you 24 hours a day, 7 days a week, and your calls will be free, except as provided in the Fee Schedule included as part of the card carrier when you received your card.

#### **SECTION 5. Error Resolution and Procedures**

Our records of all transactions on your Card and the remaining value stored on the Card are available as described in Section 4 above. You agree regularly to review our record of transactions on your Card. If you find any unauthorized transactions or errors, you must notify us immediately at the telephone number or address listed at the bottom of this Section. We must hear from you no later than one hundred and twenty (120) days after the date of the transaction in question and you must provide the following information:

Your name, address and telephone number.

Your Card number.

A description of the error or the Card transaction you are unsure about, and an explanation as to why you believe it is an error or why you need more information.

The dollar amount of the suspected error.

We may require you to provide additional information as part of our inquiry. If you tell us orally, we may require that you send your complaint or question in writing within ten (10) business days. We will acknowledge your inquiry within thirty (30) days, unless the error has been corrected by then. Within ninety (90) days of your initial inquiry, we will correct the error or send you a written explanation of why we believe that our information about the transaction is correct. If you need more information about error resolution procedures, please call us at (866) 791-6841 or write to us at the following address: Visa, Inc. PO BOX 636001 Highlands Ranch, CO 80163.

# **SECTION 6. Fees and Charges**

You agree to pay all applicable fees described in the Fee Schedule which was included as part of the card carrier when you received your card. You authorize us to deduct these fees from the value stored on your Card without any further notice or demand, even if your Card is inactive, abandoned, or unclaimed.

We will not be liable for refusing any transaction on your Card if, because of our deduction of any fee, the value stored on the Card is not enough to pay for that transaction.

## SECTION 7. If Your Card is Lost, Stolen or Subject to Unauthorized Use

Tell us AT ONCE if you believe that your Card has been lost, stolen, or is subject to unauthorized use. Telephoning is the best way of keeping your possible losses down. You could lose all of the funds available on your Card.

You will have no liability for unauthorized use of your Card if (i) the Card was used for a transaction other than at an ATM, and that transaction was processed through the Visa Network; (ii) you reported the loss, theft or suspected unauthorized use of the Card to PNC, and (iii) neither you nor any Authorized User acted in a grossly negligent or fraudulent manner in handling the Card. Otherwise, the provisions below will govern your liability for the unauthorized use of your Card.

If your transaction records show Card transactions that neither you nor an Authorized User made, tell us at once. If you do not tell us within one hundred and twenty (120) days after the transaction record was made available to you, you may not get back any money you lost after the one hundred and twenty (120) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your Card has been lost or stolen or that someone has used or may use a Card without permission, you should call us at 1-866-791-6841, or write us at Visa, Inc. PO BOX 636001 Highlands Ranch, CO 80163.

# **SECTION 8. Our Liability for Failure to Make Transfers**

If we do not complete a transaction on your Card on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages proximately caused by such failure. However, we will not be liable:

If, through no fault of ours, you do not have enough value stored on your Card to cover the transaction;

If the terminal or system used for the transaction was not working properly and you knew about the malfunction when you started the transfer; or

If circumstances beyond our control (such as flood or fire) prevent the transaction, despite reasonable precautions that we have taken.

You agree that we will not be liable for any indirect, consequential or special damages in connection with the Card or services we provide under these Terms and Conditions.

#### **SECTION 9. Disclosure of Information to Third Parties**

We may disclose information to our affiliates or to third parties about your Card or any transaction on your Card in the following circumstances:

- Where it is necessary for completing transactions or to resolve disputes arising from Card transactions
- In order to verify the existence and condition of your Card for a third party, such as a credit bureau or merchant
- In accordance with your written instructions
- In order to comply with applicable law, court orders or subpoenas
- To protect or enforce our legal rights
- If we otherwise deem appropriate, to the extent permitted by law

#### SECTION 10. Cancellation of Card

The Card is and will remain our property. We may cancel your Card at any time without cause or notice. You agree not to use a cancelled or expired Card and, at our request, to surrender any cancelled or expired Card. If we cancel your Card before its expiration date, we will send you a refund of any remaining value stored on the Card.

## **SECTION 11. Applicable Law**

Your use of the Card and any claim, dispute or controversy arising from or relating to the Card or these Terms and Conditions are governed by and will be construed in accordance with the laws of the State of Delaware (without regard to internal principles of conflicts of law) and applicable federal law. We may waive any of our rights under these Terms and Conditions at any time, but any waiver will be effective only on the occasion of that waiver and will not obligate us to waive any right in the future.

# **SECTION 12. Changes to this Agreement**

We may change the terms of this Agreement, including any fees and/or features of the Card, from time to time and for any reason, except as prohibited by applicable law. If required by applicable law, we will notify you of changes.

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