

# Terms & Conditions

## IBC BANK/COMMERCE BANK VISA GIFT CARD TERMS AND CONDITIONS

### INTRODUCTION.

These terms and conditions (this “Agreement”) are between you and the International Bank of Commerce/Commerce Bank and govern your use of the IBC Bank/Commerce Bank Gift Card. By purchasing, signing, or using the Card, or authorizing another person to use the Card, you agree to all the terms and conditions in this Agreement. It is very important that you read this Agreement fully before you use your Card and that you keep this Agreement for future reference.

**NOTE: THIS AGREEMENT REQUIRES ALL DISPUTES TO BE RESOLVED BY WAY OF BINDING, INDIVIDUAL ARBITRATION. THE TERMS OF THE ARBITRATION CLAUSE APPEAR AT THE END OF THIS AGREEMENT.**

### DEFINITIONS.

“**AAA**” has the meaning set forth in the section entitled “**ARBITRATION.**”

“**Agreement**” has the meaning set forth in the section entitled “**INTRODUCTION.**”

“**ATM**” has the meaning set forth in the section entitled “**USAGE RESTRICTIONS.**”

“**Bank**” means IBC Bank/Commerce Bank, also referred to as “**IBC Bank**”, the “**issuer**”, “**our**”, “**us**” and “**we**”, as issuer of the Card.

“**Card**” or “**Gift Card**” means the IBC Bank/Commerce Gift Card.

“**FAA**” has the meaning set forth in the section entitled “**ARBITRATION.**”

“**FDIC**” means the Federal Deposit Insurance Corporation.

“**Transaction**” means any request by You to purchase or lease goods or services using the Card, which is either authorized or denied by the Bank, or to obtain information about the amount of unused value remaining on the Card.

“**You**” and “**your**” mean the individual who has purchased the Card and any other person the purchaser has authorized to use the Card.

## ABOUT YOUR GIFT CARD.

You have received the Gift Card with a U.S. Dollar amount fixed at the time of purchase. You acknowledge and agree that the amount available on the Gift Card is limited to the prepaid U.S. Dollar value fixed at the time of purchase. The Gift Card is not a credit card or an automated teller machine card. **The prepaid value is not an account and is not insured by the Federal Deposit Insurance Corporation (FDIC) or any other federal or state agency. You have no separate, distinct deposit account established for you with the Bank that is associated with the Card.** This Gift Card is issued by IBC Bank, pursuant to a license from Visa®. You agree that all terms on the Gift Card and in these terms and conditions apply to the purchaser and to any subsequent holder of the Gift Card by gift or otherwise.

The Gift Card may not be refunded or exchanged for cash or credit, except where required by law. This Card is our property and we reserve the right to cancel, repossess, or revoke its use at any time without prior notice, subject to applicable law and your right to any unexpired funds. Under certain states' laws, if the Card is not used for a period of time, we may be required to pay the unused funds on the Card to the state as "unclaimed property"; if that occurs, we may deactivate the Card, but if required by law we will make the full unused funds available to you at your request and will provide you with a new Card. Please contact us for further assistance with this issue.

The Gift Card is an instant-issue Visa® prepaid card. The Gift Card may be used when making purchases from any merchant that fs Visa® debit cards. The dollar amount of purchases made with the Gift Card will be automatically deducted from the value of the Gift Card. The Card is not reloadable; your Card's prepaid value cannot be increased after the Card is issued or replaced after the value is used. The prepaid value will decrease as you use the Card, or as you incur, or we assess, a fee or charge. We do not pay interest on the balance on your Card.

If you permit someone else to use your Card, we will treat this use as if you have authorized that person to use your Card and you will be responsible for any transactions initiated by such person with your Card, with or without your knowledge.

Purchases of Cards are final.

You have access to balance, transaction information and fees online at [www.ibcvisagiftcard.com](http://www.ibcvisagiftcard.com) or by calling 1-866-466-2352.

## BEFORE USING YOUR GIFT CARD.

**Treat your Gift Card like cash.** If you lose the Card, someone would be able to use all remaining value. Write down the card number and the Customer Service number, 1-866-466-2352, on a separate piece of paper in case the Card is lost, stolen, or destroyed.

Before using your Card, sign your name on the back of the Card where indicated. **We urge you to register the Card in your name at [www.ibcvisagiftcard.com](http://www.ibcvisagiftcard.com) upon receipt.** By registering the Card, we establish your relationship to the Card in the event it is lost, stolen, or destroyed.

See the section of this Agreement entitled, “Lost, Stolen or Damaged Card & Unauthorized Transactions” for instructions about reporting a lost, stolen or damaged Gift Card.

## USING YOUR GIFT CARD.

You may use your Card as often as you like to obtain goods and services up to the value of the Card. Each time you use your Card, we will deduct the amount of the transaction from the remaining value associated with the Card. The Card is not reloadable and cannot be used after its value reaches zero.

To pay for purchases at merchants that accept Visa® debit cards, you should use the Card as you would a credit card, by selecting the “credit” payment option and signing the sales receipt. The Card will not work with debit payment systems that require a personal identification number or “PIN.”

The Bank is generally obligated to authorize transactions initiated through use of the Gift Card if the remaining value on the Gift Card is at least as high as the transaction. However, if the value available is not sufficient to complete the transaction, the transaction will be declined. See the section below entitled “Purchases Greater Than Value on Your Gift Card” for information about combining forms of payment. The Bank also will not pay any “Prohibited Payment” as described herein.

**PROHIBITED PAYMENTS:** You agree not to make preauthorized or recurring payments through the use of the Gift Card. You agree that you will not use your Card for any transaction that is illegal in the jurisdiction where you live, in the jurisdiction where the transaction is consummated, or in any other jurisdiction affected by the transaction. You agree that it is your responsibility to determine the legality of each transaction in all applicable jurisdictions before entering into such transaction. Display of the Visa® logo or any other logo by any person accepting the Card does not indicate that the transaction is legal in all applicable jurisdictions. You acknowledge and agree that we have no obligation to monitor, review or evaluate your Card transactions for legality and that we may presume that all of your Card transactions are legal in all applicable jurisdictions. You also agree that you will not use your Card in connection with any Internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction. We reserve the right 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 further agree that we are not responsible for the recovery or reimbursement to you of any funds transferred in connection with any transaction authorized by you that is determined to be illegal.

## CHECKING YOUR GIFT CARD BALANCE.

**You are responsible for keeping track of the available balance on your Card. Merchants generally will not be able to determine the available balance on your Card, so you need to know the exact balance BEFORE making a purchase.** To obtain your available balance and a record of daily updated Card transactions, visit us online at [www.ibcvisagiftcard.com](http://www.ibcvisagiftcard.com) or call 1-866-466-2352. Customer Service is available 24 hours per day, 7 days per week. We strongly urge you to regularly review your Card's transaction history online. Your failure to review your transaction history could affect your rights with regard to unauthorized transactions or transaction errors.

## MERCHANDISE RETURNS.

The Bank and Visa® and their affiliates, employees, and agents, are not responsible for the service or merchandise purchased with the Gift Card. The Bank is not responsible for the return or exchange of merchandise purchased with the Gift Card. At the time of any exchange or return, you should present both the merchandise receipt and the Gift Card. Exchange or return of merchandise purchased in whole or in part with the Gift Card will be governed by the procedures and policies of each merchant and applicable law. If you received a refund from a merchant in the form of a credit back to the Card, the credit may not be added to the available funds on your Gift Card for up to seven (7) business days after the merchant issues a refund to the Card. Our business days are 9 AM to 5 PM Central Time, Monday through Friday, excluding Federal Reserve holidays. At the time of any exchange or return, you should present both the merchandise receipt and the Gift Card. Return and refund policies are dependent on the merchant from whom the purchase was made. By use of this Gift Card, you agree that the Bank is not liable for any consequential damages, direct or indirect.

## PURCHASES GREATER THAN THE VALUE ON YOUR GIFT CARD.

**COMBINING FORMS OF PAYMENT AND SPLIT TENDER TRANSACTIONS:** If you wish to use your Card to purchase goods or services for more than the available balance on the Card, subject to the merchant's policy, you may be able to use your Card toward a portion of the purchase price and then use another form of payment to pay the balance of the purchase price. This is called a "split tender" transaction because you would be "splitting" the purchase price between your Card and another form of payment. Before you request a split tender transaction, please call Customer Service at 1-866-466-2352 to confirm the available balance on your Card. Then, you **MUST** ask the merchant if two forms of payment will be accepted for the purchase you wish to make. If the merchant agrees, first request that the merchant authorize a specific dollar amount on the Card and then use the other form of payment to pay the remaining balance. Keep in mind that many Internet and mail order merchants do not permit split tender transactions. We do not guarantee that any merchant will permit a split tender transaction. We are not responsible for any merchant's agreement, refusal, or failure to honor such a request.

## **USE AT GAS STATIONS AND CERTAIN OTHER MERCHANTS.**

Some merchants, such as restaurants, hotels, and rental companies, may temporarily authorize your Card for more than the face amount of the Transaction, such as to cover any anticipated gratuities, incidental charges or deposits. Similarly, automated gas pumps that accept credit or debit cards for payment may initially authorize your Card for amounts to cover the anticipated full amount of the Transaction. If any such authorization is greater than the balance available on your Card, your Transaction may be declined.

In particular, if you use your Card to purchase gasoline, we recommend that you pay inside the station, not at the pump, to avoid additional funds being held when your Card is authorized while paying at the pump.

## **CONVERSION TO U.S. DOLLARS.**

If you perform a Transaction at a non-U.S. location in a currency other than U.S. dollars, the requested amount will be converted from the local currency transaction amount to U.S. dollars under regulations established by Visa®. A Visa fee of 3% is assessed on all transactions that take place outside of the U.S. This amount will be deducted from the balance on your Card at the time of the Transaction and may result in your Transaction being declined if the balance is not sufficient to cover that full amount. Each non-U.S. transaction will be denoted on your monthly statement, available at [www.ibcvisagiftcard.com](http://www.ibcvisagiftcard.com). Pursuant to applicable federal law, you agree not to use the Card for Transactions with any person or country designated by the United States Department of the Treasury's Office of Foreign Assets Control (OFAC) as subject to sanctions or other restrictions that would prohibit such Transactions, such as any person on OFAC's Specially Designated Nationals List.

## **LOST, STOLEN OR DAMAGED CARD & UNAUTHORIZED TRANSACTIONS.**

Tell us AT ONCE if you believe your Card and/or Card number has been lost or stolen, or if you believe that a transaction has been made without your permission using information from your Card. Telephoning is the best way of keeping your possible losses down. You could lose all the money on your Card. If you tell us within 2 business days after you learn of the loss or theft of your Card and/or Card number, even if Visa® Zero Liability, as described herein, does not apply, you can lose no more than \$50 if someone used your Card and/or Card number without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card, PIN, and/or Card number, and we can prove we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 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 and/or Card number has been lost or stolen, call us at 1-866-466-2352 or write us at: IBC Service Center, 8770 Tesoro, San Antonio, Texas 78217, Attn.: Card Services.

For purposes of these disclosures, our business days are 9 AM to 5 PM Central Time, Monday through Friday, excluding Federal Reserve holidays.

**Visa®Zero Liability:** Under Visa® rules, you may not be liable for an unauthorized transaction made with your Card or Card number if you notify us of the unauthorized transaction within 60 calendar days of the posting of the transaction against the balance on your Card and we determine that you have exercised reasonable care in safeguarding your Card from risk of loss or theft and did not engage in fraud or collusion. The 60-day period commences on the date of the posting even if you do not access your transaction history. The unauthorized transaction at issue must be posted to your Card before replacement funds may be issued to your Card.

### **In Case of Errors or Questions About Your Electronic Transfers**

In Case of Errors or Questions About Your Prepaid Account, telephone us at 1-866-466-2352 or write us at IBC Service Center, 8770 Tesoro, San Antonio, Texas 78217, Attn.: Card Services as soon as you can. We must allow you to report an error until 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at 1-866-466-2352 or writing us at IBC Service Center, 8770 Tesoro, San Antonio, Texas 78217, Attn.: Card Services. You will need to tell us:

Your name and Card number.

Why you believe there is an error, and the dollar amount involved.

Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 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 45 days to investigate your complaint or question. If we decide to do this, and your account is registered with us, we will credit your account within 10 business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we

ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Keep reading to learn more about how to register your card.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

If you need more information about our error-resolution procedures, call us at 1-866-466-2352 or visit [www.ibcvisagiftcard.com](http://www.ibcvisagiftcard.com).

**Warning regarding unregistered prepaid:** It is important to register your prepaid account as soon as possible. Unless you register your account, we may not credit your account in the amount you think is in error until we complete our investigation. To register your account, go to [www.ibcvisagiftcard.com](http://www.ibcvisagiftcard.com) or call us at 1-866-466-2352. We will ask you for identifying information about yourself (including your full name, address, date of birth, and Social Security Number or other government-issued identification number), so that we can verify your identity.

### *Damaged Card*

Call us at 1-866-466-2352 if your card has been damaged. Customer Service is available 24 hours per day, 7 days per week. You will be required to provide us with your name, the Gift Card number, and other information as necessary to verify you as the cardholder. Once this information is verified, we will issue another card with the remaining balance less any unsettled transactions still pending on the Card.

## **GIFT CARD EXPIRATION.**

The Gift Card will be valid a minimum of 5 years from the later of (a) the date of issuance, or (b) the date on which funds were last loaded to the Gift Card. The Gift Card will be usable until either all of the purchased monetary value is used or the expiration date of the Gift Card, whichever occurs first. The expiration date is disclosed on the face of the Gift Card. Funds will expire on the later of (a) the Card expiration date, or (b) 5 years from the date on which funds were last loaded to the Gift Card. The Gift Card cannot have any additional value added to it.

If there are any remaining funds on the Gift Card after the expiration date, and before we escheat the balance according to applicable state laws, we will, at your request, refund to you the remaining value of the Gift Card. To request the remaining value, you must register the Card by visiting [www.ibcvisagiftcard.com](http://www.ibcvisagiftcard.com). Gift Cards cannot be reissued once they have expired. If you do not request the remaining value on the Card, and the remaining value is unclaimed by you for

a period specified under applicable state law, we may be required to pay the remaining value of the Card to the state. Fees may reduce the remaining value of the Card to \$0.

## **TRANSFERABILITY OF CARD: LIABILITY OF TRANSFEROR AND TRANSFEREE.**

The Gift Card may be used by any bearer and is freely transferable. You may make a gift of this Gift Card or may otherwise transfer the Gift Card to any person and such person may likewise further give or transfer the Gift Card to any other person. Every person to whom the Gift Card is given or transferred becomes bound by this Agreement. **YOU AGREE THAT IF YOU GIVE THE GIFT CARD TO SOME OTHER PERSON TO USE, YOU ARE AUTHORIZING SUCH OTHER PERSON TO MAKE TRANSACTIONS USING THE CARD, AND YOU WILL BE FULLY RESPONSIBLE FOR ANY AND ALL USE OF THE GIFT CARD BY SUCH OTHER PERSON.** You acknowledge your responsibility for providing such person a copy of this Agreement.

## **GIFT CARD FEES.**

The following fees may apply and will be deducted from the available balance on the Card, except where prohibited or modified by applicable law:

### **PURCHASE FEES**

Card Purchase: U.S. \$5.00

Card Purchase Express Delivery: U.S. \$32.50

### **TRANSACTION FEES**

International Transaction Fee – Multi Currency: U.S. \$0.00

International Transaction Fee – Single Currency: U.S. \$0.00

### **OTHER FEES**

Inactive Account: U.S. \$3.95

Card Maintenance: U.S. \$0.00

Lost/Stolen Card Replacement: U.S. \$10.00

Express Delivery: U.S. \$32.50

Automated Phone Service Call: U.S. \$0.00

Live Customer Service Call: U.S. \$0.00

Statement Copy Request: U.S. \$5.00

## **CHANGING THESE TERMS AND CONDITIONS.**

We may change the terms of, or add a new term to, this Agreement or change any feature of, or add a new feature to, the Card, and we will give you notice of such change in terms of feature, or of such new terms or feature, prior to the effective date of the change in accordance with any

requirements under applicable law if you have registered your Card. We will also post any changed terms to our website at [www.ibcvisagiftcard.com](http://www.ibcvisagiftcard.com). If the change is made for security purposes, we can implement such change without prior notice.

We will not change any fees, or the terms or conditions concerning expiration of the Card or funds, after purchase.

## **ARBITRATION.**

The parties agree as follows:

1. Any and all controversies, including without limitation, all past, present and/or future credit facilities and/or agreements between the parties, including individual partners, affiliates, officers, directors, employees, agents, and/or representatives of any party shall be resolved by arbitration before a panel of at least one/three neutral arbitrator(s) in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), including the Supplementary Procedures for Consumer-Related Disputes, then in effect, which includes fee caps. Claims and controversies involving an aggregate amount of less than U.S. \$10,000.00 shall be conducted in accordance with the AAA rules for the resolution of consumer-related disputes of less than U.S. \$10,000.00. Such arbitration shall be governed by the Federal Arbitration Act (the “FAA”) (and where not inconsistent with the FAA, Chapter 172 of the Texas Civil Practice and Remedies Code).
2. The parties agree that (i) no arbitration proceeding hereunder shall be certified as a class action or proceed as a class action, or on a basis involving claims brought in a purported representative capacity on behalf of the general public, other customers or potential customers or persons similarly situation and (ii) no arbitration proceeding hereunder shall be consolidated with, or joined in any way with, any other arbitration provision.
3. By such agreement, the parties acknowledge that they are waiving right to a jury trial. The parties to this Agreement retain the right to pursue a claim in small claims court for disputes or claims within its jurisdiction.
4. Venue for such arbitration shall be to the county where the transaction was entered into.
5. The arbitrator shall apply the laws of the State of Texas (without giving effect to its conflict of laws rules) in determining the substance of the dispute, controversy or claim and shall decide the same in accordance with applicable usages and terms of trade. Evidentiary questions shall be governed by the Federal Rules of Evidence.
6. Any award pursuant to such arbitration shall be final and binding upon the parties, and judgment on the award may be entered in any federal or state court sitting or located in Travis County, Texas, or in any other court having jurisdiction. Any award made by the Arbitrator shall include a written statement of the legal and factual basis of the award.
7. This Arbitration provision shall survive the termination or expiration of this Agreement.

## **NO ORAL AGREEMENTS.**

THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES.

## **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR RESPECTIVE AFFILIATES MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE GIFT CARD OR ANY PURCHASES MADE WITH THE GIFT CARD, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This paragraph gives you specific legal rights and you may also have other legal rights that vary from jurisdiction to jurisdiction.

YOU AGREE THAT WE AND OUR RESPECTIVE AFFILIATES SHALL HAVE NO LIABILITY FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS (HOWEVER ARISING, INCLUDING NEGLIGENCE). IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE OR OUR RESPECTIVE AFFILIATES HAVE ANY LIABILITY FOR ANY DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES) RESULTING DIRECTLY OR INDIRECTLY FROM: (A) UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF A GIFT CARD THROUGH ACCIDENT, MISUSE, OR FRAUDULENT MEANS OR DEVICES BY YOU OR ANY THIRD PARTY; (B) ANY CIRCUMSTANCES BEYOND OUR CONTROL; (C) THE USE OF THE GIFT CARD BEING SUSPENDED OR PROHIBITED BECAUSE IT HAS BEEN REPORTED LOST OR STOLEN, OR WE BELIEVE IT IS BEING USED SUSPICIOUSLY OR FRAUDULENTLY OR IS BEING SUBJECTED TO UNAUTHORIZED USE; (D) THROUGH NO FAULT OF OURS, YOUR NOT HAVING SUFFICIENT FUNDS ON A GIFT CARD TO COVER A TRANSACTION; OR (E) INABILITY TO USE A GIFT CARD BECAUSE OUR SYSTEM IS NOT WORKING PROPERLY. YOU AGREE THAT WE AND OUR AFFILIATES ARE NOT RESPONSIBLE FOR ANY INTERRUPTION OF SERVICE. THE LAWS OF CERTAIN STATES OR OTHER JURISDICTIONS MAY NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. NOTWITHSTANDING THE FOREGOING AND THE DISCLAIMER OF WARRANTIES IN THIS AGREEMENT, IN THE EVENT THAT WE OR OUR RESPECTIVE AFFILIATES ARE FOUND LIABLE TO YOU, YOU SHALL ONLY BE ENTITLED TO RECOVER ACTUAL AND DIRECT

DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT LOADED ONTO YOUR GIFT CARD.