

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, we will credit your card or issue a replacement card within 10 business days for the amount you think is in error, so that you will have the use of 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 card. For errors involving new cards, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new cards, we may take up to 20 business days to credit your card 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.

**Notices within 60 days of the posting of the unauthorized transaction on the online transaction history.** You have Zero Liability for an unauthorized transaction made with your card or card number if you notify us of the unauthorized transaction within 60 days of the posting of such transaction on the online transaction history. The 60-day period commences to run even if you do not access your transaction history online.

Notices more than 60 days after posting of the unauthorized transaction on the online transaction history. If you do not notify us within this 60-day period, you must prove to our satisfaction that the transaction was unauthorized. Use of your card is “authorized” if it is used by you or anyone to whom you have given actual, implied, or apparent authority. You may be required to provide documentation to support your claim, including an affidavit of unauthorized use and a police report. Additionally, in evaluating your claim, we consider whether any negligence on your part contributed to the transaction in question. Some of the factors we consider in connection with this evaluation include:

- Timely reporting of lost card — whether you reported any loss or theft of your card to us within 48 hours of discovery of the loss or theft.
- Prompt review of online transaction history — whether you promptly reviewed the online transaction history. If you do not have Internet access, you may also call us at 1-800-504-5719 for the card’s transaction history.
- Prompt report of unauthorized transaction — whether, following your discovery of an unauthorized use of your card on your transaction history, you reported the unauthorized transaction to us within 48 hours of the discovery.
- Safeguarding of card — whether you exercised reasonable care in safeguarding your card and card number from loss or theft.
- Multiple prior incidents — whether you reported multiple incidents of unauthorized use to us within the 12-month period immediately preceding your claim, and the facts and circumstances surrounding those incidents.

#### ***Special California Electronic Funds Transfer Disclosures:***

Notwithstanding the foregoing information, if California law governs the transaction, the following specific rules govern your liability for unauthorized transactions through the use of the card.

- If your transaction history or periodic statement shows unauthorized transactions that you did not make or authorize, we urge you to tell us at once. If you fail to report an unauthorized transaction that appears in your transaction history or account statement within 60 days of the transmittal or availability of the transaction history or statement, and if we establish that an unauthorized transaction would

not have occurred had you notified us within the 60-day period, you shall be liable for the amount of each unauthorized transaction that occurs after the close of the 60 days and before notice to us. If your delay in notifying us was due to extenuating circumstances beyond your reasonable control, the time specified above shall be extended by a reasonable period. For this purpose, examples of extenuating circumstances include, but are not limited to, extended travel, the death or serious illness of a member of your family, hospitalization, permanent mental impairment, or serious physical impairment, unless the circumstance did not reasonably contribute to your delay in notifying us within the 60-day period.

- If you report the unauthorized transaction within the 60 days of the transmittal or availability of the transaction history or statement, your liability is not in excess of \$50.
- Except as modified by these special disclosures, the foregoing provisions of this related to “Lost or Stolen cards” and “Unauthorized Transactions and Error Resolution Procedures” will still apply.

#### **Funds underlying the card, gift card expiration, early closure, revocation**

The funds underlying the card never expire. While the underlying funds on the card never expire, the card is only valid through the expiration date shown on the front of the card or until the available balance on the card reaches zero. Replacement cards are available without a fee after the card expiration date by calling 1-800-504-5719. If you have registered your card with your correct name and address, we will automatically mail you a check for the remaining balance within 90 days after the expiration date on the front of the card and therefore will be unable to issue a replacement card. If you wish to close the card before the expiration date, a Balance Transfer fee will apply.

We may revoke the card at any time without cause or notice. You must surrender a revoked card and may not use it to make purchases.

#### **Fees**

We encourage you to use your card immediately. You have unlimited free access to balance and transaction information online at [www.wachovia.com/giftcard](http://www.wachovia.com/giftcard) and via phone at 1-800-504-5719. The following fees may apply and will be deducted from the available balance on the card, except where prohibited or modified by applicable law:

**Card Replacement or Renewal Fee:** A \$7.50 fee will be charged to your card if the card is reissued or replaced due to the card being lost or stolen.

**Balance Transfer Fee:** A \$15.00 fee will be charged to your card if it is cashed out any time before the expiration date printed on the front of the card.

#### **Our liability for failure to make transfers**

If we do not complete a transaction arising from the use of your card on time or in the correct amount according to our agreement with you, if any, we will be liable to you for losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If through no fault of ours, you do not have enough available balance on your card to cover a transaction.
- If the system was not working properly and you knew about the breakdown when you started the transaction.
- If circumstances beyond our control (such as flood or fire) prevent the transaction, despite reasonable precautions that we have taken.
- There may be other exceptions stated in this Agreement.

We are not liable to you in any case for special, punitive, or consequential damages or for any incidental expenses incurred by you, including, without limitation, attorneys’ fees.

#### **Changing the agreement**

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 term or feature, or of such new term or feature, as required by law, by sending a notice to you to your last address as shown on our records, if any, or by posting a notice online.

#### **Disclosure of information to third parties**

Generally, absent your consent, we will not disclose information about your card or its transactions, but may do so under the following circumstances: (i) to comply with a statute, regulation, or rule; (ii) in connection with examinations by state and federal banking authorities; (iii) to comply with any legal process, including, without limitation, a subpoena, search warrant, or other order of a government agency or court; (iv) when we determine that disclosure is necessary or appropriate in order to complete a transaction; (v) to verify the existence and condition of your card for a third party, such as a merchant or credit bureau; (vi) to provide information to your legal representative or successor; (vii) to report the involuntary cancellation and revocation of your card; (viii) when we conclude that disclosure is necessary to protect you, your card, or our interests; (ix) to our agents, independent contractors, and other representatives in connection with the servicing or processing of your card or its transactions, or similar purposes; (x) to our affiliated banks and companies; or (xi) if you give your permission.

#### **Applicable law**

To the extent federal law is not applicable, the laws of the state of South Dakota shall govern this Agreement without regard to that state’s conflict of laws principles. We may waive any of the provisions or conditions of this Agreement, but any such waiver shall be effective only on that occasion and shall not be construed as a continuing waiver of the waived provision or condition on any other occasion.

#### **Arbitration**

Any controversy or claim between you and us, including, but not limited to, those arising out of or relating to the card, this Agreement, or any related agreement or any claim based on or arising from an alleged tort, shall at the request of either party be determined by arbitration. The arbitration shall be governed by the Federal Arbitration Act (Title 9, U.S. Code), notwithstanding any choice of law provision in this Agreement, and under the authority, and the applicable consumer rules and procedures of, the American Arbitration Association then in effect. Arbitrator(s) must be licensed attorneys with expertise in the substantive laws applicable to the subject matter of the dispute. The arbitration shall take place in the state in which you live. Neither you nor we shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

We will pay any costs that are required to be paid by us under the arbitration administrator’s rules and procedures, and subject to applicable law. If the arbitrator rules in your favor on any claim presented, we will reimburse you for arbitration filing fees you have paid up to \$700.00. Unless applicable law states otherwise, each party will pay their own attorney, expert, and witness fees. This rule applies no matter which party wins arbitration.

<sup>1</sup>Wachovia Bank and Wachovia Bank of Delaware are divisions of Wells Fargo Bank, N.A.

**NOTE: This agreement applies only to cards issued on or after 8/22/10 with expiration dates 2017 and later.**



**WACHOVIA**

A Wells Fargo Company

## **Wachovia® Visa® Gift Card Cardholder Agreement**

This Wachovia Visa Gift Card Cardholder Agreement (“Agreement”) is the terms and conditions governing our issuance and your use of the enclosed Visa® Gift 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 Wachovia Bank<sup>1</sup> and its successors, agents, and assigns.

#### **About your gift card**

You have received the card with a U.S. Dollar amount fixed at the time of purchase. Unless we otherwise agree, we sell cards with a minimum of \$25.00. You acknowledge and agree that the amount available on the card is limited to the prepaid U.S. Dollars fixed at the time of purchase. The card is not a credit card or an automated teller machine card. The prepaid funds are not insured by the Federal Deposit Insurance Corporation. You have no separate, distinct deposit account established for you with us that is associated with the card. Your card’s prepaid funds cannot be increased after the card is issued or replaced after the funds are used. The prepaid funds will decrease as you use the card, or you incur, or we assess, a fee or charge. We do not pay interest on the prepaid funds on your card. The 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. 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, and resale of cards is strictly prohibited.

#### **Before using your gift card**

Before using your card, you must sign your signature on the back where indicated. Once the card is signed, it cannot be transferred to anyone else. Write down the card number and the Customer Service number, 1-800-504-5719, on a separate piece of paper in case the card is lost, stolen, or destroyed. We urge you to register the card in your name at [www.wachovia.com/giftcard](http://www.wachovia.com/giftcard) promptly, upon receipt. By registering the card, we can establish your relationship to the card in the event it is lost, stolen, or destroyed. If you are required to activate the card, instructions will be provided on the face of the card.

#### **Using your gift card**

You may use your card as often as you like to obtain goods and services up to the prepaid funds on the card. Each time you use your card, we will deduct the amount of the transaction from the remaining prepaid funds associated with the card. The card is not reloadable and cannot be used after its prepaid funds reach zero. To pay for purchases at merchants accepting Visa® debit cards, you should use it as you would a credit card, by selecting the “credit” payment option and signing the sale receipt. Although your card is a debit card, it will not work with debit payment systems that require a personal identification number (PIN). 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.wachovia.com/giftcard](http://www.wachovia.com/giftcard) or call 1-800-504-5719. Customer Service is available 24 hours per day, 7 days per week. We strongly urge you to review regularly your card's online transaction history. Your failure to review could affect your rights with regard to unauthorized transactions or transaction errors. If you use your card for more than its available balance, you agree to pay us the difference upon demand. If you have a problem with a purchase that you make with the card, or if you have a dispute with a merchant, you must deal directly with the merchant. If you are entitled to a refund for any reason relating to a card transaction, you agree to accept the refund under the policy of that merchant.

#### **The card cannot be used:**

- To obtain cash, except in the event of its cancellation, as described in this Agreement;
- To make purchases with merchants domiciled outside the United States, including international Internet merchants.
- To make regular, preauthorized payments to third parties: or.
- To engage in any transaction that is unlawful under any applicable law, including, but not limited to, "restricted transactions" as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG issued thereunder.

Please note that we reserve the right to deny transactions or authorizations from merchants apparently engaging in the Internet gambling business or identifying themselves through the card transactions record or otherwise as engaged in such business.

For all card purchase transactions, please note that we are permitted to place a temporary hold against some or all of the funds on your card if and when an authorization request from a merchant is obtained. We refer to this temporary hold as an "Authorization Hold," and it will be subtracted from the balance on your card. In the case of an authorization request at a gasoline merchant or at a restaurant, hotel, or similar merchant, this amount may be different from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when it submits the authorization request. For those transactions, there may be no Authorization Hold, or the amount of the Authorization Hold may be different from the transaction amount. In some other cases Bank may not receive an authorization request from the merchant, and there will be no Authorization Hold. We are permitted to place an Authorization Hold on funds on your card for up to three (3) business days (or such other period of time as may be permitted by payment network rules governing your card) from the time of the authorization until the matched transaction is paid from your card. Please note that if the transaction is not submitted promptly for payment by the merchant, we will release the Authorization Hold, which will increase the amount of funds on your card until the transaction is submitted for payment by the merchant and finally posted to your card. See Sections below on how you may obtain balance information and see the subsections on Use at Gasoline Merchants and Use at Restaurants, Hotels and Similar Merchants below for more information on Authorization Holds.

#### **Purchases greater than the value on your card:**

##### ***Combining forms of payment under a split tender transactions:***

If you wish to use your card to purchase an item for more than the available balance on the card, subject to the merchant's policy, you may be able to use some or all of the funds on 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 some or all of the funds on your card and another form of payment. Before you request a split tender transaction, please call Customer Service at 1-800-504-5719 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 debit or charge a specific dollar amount on your card and then pay the remaining balance using the other form of payment (i.e., the purchase price less the amount paid using your card). Some retailers, particularly department stores, will only allow a split tender transaction if the second form of payment is cash or check. Internet and most mail order merchants do not permit "split tender" transactions. We do not guarantee that the merchant will accept two forms of payment, such as two types of cards, including the card.

**Partial Authorization:** If the amount of your transaction is more than the amount of funds on your card at the time of the transaction, depending on the merchant's policy, you may be able to use the available balance on your card to pay for 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 "Partial Authorization" transaction because you are obtaining authorization to use the amount of funds available on your card and paying any balance due with another form of payment. If the merchant has the capability and is willing to do Partial Authorizations, first request that the merchant debit or charge your card. Please call Customer Service at 1-800-504-5719 to confirm the available balance on your card. The merchant will receive an authorization for an amount equal to that available balance on the card. The merchant will then notify you of any amounts due in excess of that available balance, and you can use another form of payment to pay the remaining balance. Some retailers, particularly department stores, will only allow a Partial Authorization transaction if the second form of payment is cash or check. Internet and most mail order merchants do not permit Partial Authorization transactions. We do not guarantee that the merchant will have the capability to do Partial Authorizations or be willing to accept two forms of payment, such as two types of cards (including the card), or the card and cash. Bank may set caps on the dollar value of transactions that will qualify for Partial Authorization.

#### **Use at gasoline merchants**

If you use your card to purchase gasoline, we recommend that you pay inside the station, not at the pump. If you were to pay at the pump, the electronic terminal at the pump may be programmed to confirm that you have sufficient available balance on your card to pay for an average purchase of gas by submitting an authorization request. This authorization request could result in a hold against some or all of the funds on your card. Please note that the authorization request amount and any resulting hold against some or all of the funds on your card, may vary from time to time without prior notice, and will depend on whether the merchant has "Real-Time Clearing" (described below) or Partial Authorization capabilities. (Please see above regarding the release of Authorization Holds after three (3) business days and its impact on available balances.)

**Real-Time Clearing:** If the merchant engages in real-time clearing, the merchant will submit an authorization request for an amount equal to the merchant's determination of an average sale amount, up to \$500. If the available balance on your card is less than the authorization amount, then an Authorization Hold will be placed on the available balance. If the available balance on your card is greater than or equal to the authorization request amount, an Authorization Hold will

be placed for the authorization request amount. In either case, the Authorization Hold on the funds will last for up to two (2) hours from the authorization request.

**No Real-Time Clearing:** If the merchant does not have Real-Time Clearing capabilities, then an authorization request will be submitted. Currently, the authorization request amount is seventy-five dollars (\$75); however, that amount is subject to change without prior notice. If you have insufficient available balance on your card to cover the authorization request amount, and the merchant does not have Partial Authorization capabilities, your attempt to use your card at the pump may be declined. However, if you have insufficient available balance on your card to cover the authorization request amount, and the merchant does have Partial Authorization capabilities, then the authorization request amount will be the available balance on your card. In either case where the merchant does have Partial Authorization capabilities, a hold will be placed on the funds on your card for the amount of the authorization request for up to three (3) business days from the time of the authorization request. Once the merchant sends us the final amount of your actual gasoline purchase, we will remove the hold on your available balance for any additional amount exceeding this final amount. **To avoid a decline of, or a hold on, your available balance, we recommend that you prepay for your gasoline inside the station.**

#### **Use at restaurants, hotels and similar merchants**

When a merchant with employees receiving tips (e.g., restaurants, spas, hair salons, etc.) requests approval to complete your transaction, the authorization request amount will include a fixed percentage (approximately 20% or more) to the amount reflected on the bill presented to you prior to payment. This additional amount is meant to cover the tip or possible additional charges that the merchant expects you will add to the bill. A merchant in the travel business (such as a hotel, car rental agency, or cruise line) will also verify that your card has sufficient funds to pay an anticipated bill for services you are requesting. The anticipated bill may be greater than the actual bill when you check out, return the rental car, etc. (even though only the actual amount of the bill ultimately will be deducted from your account). As a result of this increased authorization request, if you have insufficient available balance on your card to cover the authorization request amount, your card may be declined. If you have more than sufficient available balance on your card to cover the authorization request amount, it may result in an Authorization Hold on your available balance for the additional amount if you do not add the amount they expect. Once the merchant sends us the final transaction amount you designate, we will remove the Authorization Hold on your available balance for any additional amount exceeding the final transaction amount. This may take up to three (3) business days from the authorization request date and during this period you will not be able to use any balance subject to this Authorization Hold. If you use your Card for car rental or hotel stays, the Authorization Hold time may be up to 30 calendar days. (Please see above regarding the release of Authorization holds after three (3) business days and its impact on available balances.)

#### **Internet and mail order purchases**

Internet, mail, and phone order purchases may require that we have the correct name and home address of the card owner on file. If you wish to make Internet or mail order purchases, you will need to go to [www.wachovia.com/giftcard](http://www.wachovia.com/giftcard) and register your card by entering your name and home address prior to performing an Internet, mail, or phone order transaction.

#### **Lost or stolen cards**

Tell us AT ONCE if you believe your card has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your card. Telephoning is the best way of keeping your possible losses down. Subject to the Zero Liability policy set forth below, you could lose all the money on your card. If you tell us within two business days after you learn of the loss or theft of your card, you can lose no more than \$50 if someone used your card without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your card, 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 transaction history shows transfers that you did not make, including those made by card or other means, tell us at once. If you do not tell us within 60 days after the transaction history was made available 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. A record of updated daily card transactions may be viewed online by visiting us at [wellsfargo.com/giftcard](http://wellsfargo.com/giftcard). If you do not have online access or if you cannot obtain transaction history online, recent transactions may be obtained by calling Customer Service 1-800-504-5719. Your failure to review transaction history could affect your rights.

**If you believe your card has been lost or stolen, call us immediately at Customer Service 1-800-504-5719. You can also write to: Cardholder Services, PO Box 262117, Highlands Ranch, CO 80163. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your card without your permission.**

When you call us, you will be asked to provide the card number and other identifying details. We cannot provide a replacement card if you do not have your card number available. If our records show that there is still an available balance remaining on the card, we will cancel the card and send you a replacement card. The replacement card will be in the amount of available balance on your lost or stolen card at the time you notified us and will be personalized with your name. Subject to applicable law, we will deduct a \$7.50 replacement card fee from your available balance. Please safeguard your card and tell us immediately if the card is lost or stolen. For purposes of this Agreement, our business days are Monday through Friday. Holidays are not included.

#### **Unauthorized transactions and error resolution procedures**

In case of errors or questions about your card transactions or electronic transfers, telephone us IMMEDIATELY at the Customer Service Number 1-800-504-5719 or write us at: Cardholder Services, PO Box 262117 Highlands Ranch, CO 80163 as soon as you can, if you think your transaction history or receipt is wrong or if you need more information about a transfer listed on the transaction history or receipt. We must hear from you no later than 60 days after we made available to you the transaction history on which the problem or error appeared.

- Tell us your name and card number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.