

These are your Gift Card Terms and Conditions. Please read them carefully and keep them for your records. Please sign your card immediately. In these Terms and Conditions, "Gift Card" and "Card" means the Visa® Gift Cards issued by CenterState Bank of Florida, NA. "You" and "Your" means the person who has received the Gift Card. "We", "Us" and "Our" means CenterState Bank of Florida, NA, our successors, affiliates or assigns. By accepting and using your Gift Card, you are agreeing to these Terms and Conditions. The Gift Card is neither a credit card nor an FDIC-insured product.

#### **Card Access**

The Gift Card is a prepaid card that can be used at retail establishments that have agreed to accept the Card and can process Visa point-of-sale transactions.

#### **Card Limitations**

You must have sufficient, available funds to pay for all Gift Card transactions. If the purchase amount is greater than the available funds, the difference may be paid for with cash, check or credit or debit card, subject to the policy of the merchant. If the merchant attempts to process the Gift Card for more than the available funds, the transaction will be declined. **You may confirm your available balance or transactions 24 hours a day, seven days a week at [www.harlandclarkegiftcard.com](http://www.harlandclarkegiftcard.com) or by calling us toll free at 1-866-244-5360.** You may only use your card in the manner and for the purposes described in these Terms and Conditions. Certain types of merchants, such as restaurants, gas stations, car rental agencies, and hotels, may obtain an authorization that exceeds the actual amount of your purchase. If the amount of an authorization exceeds the value remaining on your Card, the transactions may not be honored, even though the value remaining on your Card is sufficient to cover the actual amount of your purchase. The Card may not be used to obtain cash from automated teller machines (ATMS) or for any other type of cash advance. Your Card may not be used for illegal transactions or for any type of pre-authorized transaction such as recurring monthly dues or fees.

#### **Foreign Transactions**

If you obtain your funds (or make a purchase) in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by Visa U.S.A. Inc. into an amount in the currency of your Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa U.S.A. Inc. from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa U.S.A. Inc. itself receives, or the government-mandated rate in effect for the applicable central processing date.

#### **Fees**

Your Gift Card will be charged:

1. \$5.00 inactivity fee, assessed on the first day of each month after 12 full months of inactivity.
2. \$5.00 cash out or lost stolen fee (new card issuance fee may also apply).
3. \$25.00 to terminate Card and receive funds via check. Please allow 6-8 weeks.

All fees are automatically deducted from your Card balance. If your Card balance is zero or becomes zero as a result of any fees, the Card will be terminated.

#### **Documentation of Transactions.**

At the time of purchase, you will receive a receipt for the transaction. Retain the receipt for your records.

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

We will disclose information to third parties about your Card or a transaction that you make: where it is necessary for completing the transaction; in order to verify the existence and condition of your Card; in order to comply with government agency or court orders; in connection with examinations by banking authorities; for analytical purposes; if you give us written permission; and as otherwise permitted by law.

#### **Disputes with Merchants**

You agree to make a good faith effort to settle all disputes about purchases you make using your Card with the merchant who accepted the card.

#### **Your Liability For Card Use**

Tell us AT ONCE if you believe your Card has been lost or stolen. Telephoning is the best way of keeping your possible losses down. Call us toll free at 1-866-244-5360, 24 hours a day, seven days a week; write to: Cardholder Services, P.O. Box 550160, Ft. Lauderdale, FL 33355-0160 or visit [www.harlandclarkegiftcard.com](http://www.harlandclarkegiftcard.com). If your Card is used in connection with an unauthorized transaction that was processed through the Visa Network, your liability will not exceed \$0 if you reported the loss or theft of your Card and, you did not act grossly negligent or fraudulently in handling your Card.

#### **Disclaimer of Liability**

In providing the Gift Card service to you, we disclaim any duty or responsibility other than those expressly set forth in these Terms and Conditions.

#### **Expiration**

Your Card expires on the expiration date listed on the front of the Card, or when the entire value has been exhausted, whichever comes first. After the Card has expired, it is no longer valid. All transactions will be declined and funds are no longer available. Your Card may be subject to State law requiring us to turn over remaining funds on your Card to a government authority after a period of inactivity or dormancy.

#### **Termination**

The Card shall remain our property. We may, at any time and without prior notice, cancel your Card and have you return the Card to us. You may terminate your Card by returning the Card to us. Termination of the Card will not affect prior transactions or obligations existing at the time of termination. Upon termination, we will arrange to send you a check for your remaining balance, less outstanding transactions and fees, within six to eight weeks.

**Amendment**

We may amend these Terms and Conditions by mailing notice to you at your last address on our records at least 21 days prior to the effective date of any amendment that results in an increased fee or charge, an increase in your liability, a reduction in Card services, or stricter transaction limitations.

**Assignment**

You may not transfer or assign your Card rights to any other person without our prior written consent. We may assign our obligations to you under these Terms and Conditions without your consent or notice to you.

**Severability/No Waiver**

If any provision of these Terms and Conditions shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions. Our failure to enforce the strict performance of any provision of these Terms and Conditions will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of these Terms and Conditions.

**Governing Law**

These Terms and Conditions, the Gift Card and all transactions hereunder are subject to the laws of the State of Florida, the laws of the United States and Visa rules and regulations.

**Notice of Errors**

If you think a receipt is wrong or you have a question concerning a Card transaction, call us toll free at 1-866-244-5360, 24 hours a day, seven days a week; write to: Cardholder Services, P.O. Box 550160, Ft. Lauderdale, FL 33355-0160; or visit [www.harlandclarkegiftcard.com](http://www.harlandclarkegiftcard.com) as soon as you can. We must hear from you no later than 60 days after the transaction date and you must provide the following information: a) your name and Gift Card number; b) a description of the error or the transaction you are unsure about, and an explanation as to why you believe it is an error or why you need more information c) the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

**Arbitration**

Any controversy or claim arising out of or relating to these Terms and Conditions or the provision of services shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of Florida, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. Either you or we may seek any interim or preliminary relief from the court of competent jurisdiction in the State of Florida necessary to protect the rights or property of you or us (or our agents suppliers, and subcontractors) pending the completion of the arbitration.