

# Gift Card Terms & Conditions

## Cumberland Valley National Bank MasterCard® Gift Card Agreement

This Agreement (“Agreement”) governs the use of your Cumberland Valley National Bank MasterCard® Cash Card. You accept and agree to all the terms and conditions of this Cardholder Agreement. Your acceptance is evidenced by Your signing the reverse side of the card or using the Card to make any purchase.

### 1. Use of the Card

#### **A. Definitions**

“**Bank**” means Cumberland Valley National Bank which may be referred to as the “**Issuer**” or “**Us**”, as issuer and owner of the Card.

“**Card**” means the Cumberland Valley National Bank Cash Card.

“**Card Program**” means the Card related services marketed and made available to You, subject to the terms and conditions of this Cardholder Agreement.

“**Purchaser**” means the person who requested issuance of this card, prepaid to the Bank the monetary value accessible by this Card and is the person to whom this Card was issued.

“**Transaction**” means a request by a User to purchase or lease goods and services at a retail merchant location using the Card, which is authorized or denied by the Bank.

“**User**” means either the Purchaser of the Card and/or any holder of the Card who is the authorized user designated by the Purchaser.

“**You**” and “**Your**” means the Purchaser or User (as defined above).

#### **B. Use of the Card**

This is a prepaid Card that may be used to make signature-based (non-PIN) purchases or leases of goods or services from retail merchants that elect to honor this card. When the Card is used for a signature-based Transaction a PIN is not needed for identification of the User or for authorization of the Transaction. Generally, cash cannot be received back from any Merchant in any signature-based (non-PIN) Transaction. You may transfer this Card to an authorized User. Once the value of the Card is fully used, the Card will no longer be usable for any Transactions. **This Card represents a general liability of the Bank. The money paid is not a deposit and does not establish a separate individual FDIC insured account at the Bank.** You cannot link the Card to any deposit or credit account You may have at the Bank or any other financial institution. This Card may not be reloaded. Non-reloadable cards have no value and are to be disposed when all value has been used. Since the Card’s value has been prepaid, You should treat it the same as cash. When the Card’s value has been depleted destroy the Card by cutting it in half through both the magnetic stripe and Card number.

#### **C. Expiration or Termination of Your Card**

This Card shall expire and no longer be valid for use upon the expiration on the face of the Card. **Non-reloadable cards will have an expiration date of at least five (5) years from the date of issue.** Funds are good until the valid thru date on the face of the card. Upon

**expiration of a non-reloadable card, You may claim any portion of the unused monetary value of the Card by calling 1-800-999-3126 or by writing to the Bank, at PO Box 709 London KY 40743-0709.** Include the Card number, the name of the Purchaser of the Card, and Your name and address to request a refund of the unused balance. **A processing fee of \$10.00 will be applied for refunding or replacing an expired card.** The Bank will provide a replacement card or send a check to You in the amount of the remaining balance less any applicable processing or monthly fees. To allow for the processing of outstanding transactions, the final unused prepaid monetary value available to be redeemed may not be determined by the Bank for up to sixty (60) days following the expiration of the Card. After the sixty (60) day period, the unused monetary value will be returned by check or replacement card to You. **An inactive fee of \$5.00 per month will be charged after 12 months of no activity. This is a monthly fee charged against any unused monetary value remaining on the card. This fee commences on the first day after the card has had no activity for 12 months.**

## **2. Features of Card; POS**

### **A. Valuation of Card**

The Cumberland Valley National Bank Cash Card will be issued in denominations between \$25 and \$500. The unused prepaid monetary value accessible by the Card cannot be redeemed or used by You except under the terms of this Agreement. Upon termination of the Cash Card program for any reason and at any time you may redeem all remaining monetary value at such time by contacting the Bank using the information on the back of the Card. To redeem the Card, you must request redemption in writing and send the Card number, and the name of the Purchaser of the Card, Your name and address to the Bank at PO Box 709 London, KY 40743-0709.

### **B. Inquiries on Your Card Balance; No Periodic Statement**

To learn the amount of unused monetary value available with Your Card, or for other information regarding Your card, You may call the Bank at 1-800-999-3126 during regular business hours Monday – Friday 8am – 5pm EST or visit our website at [www.cvnb.com](http://www.cvnb.com) and click on “The Cash Card” login. The Bank will not issue any periodic statement showing transactions performed or the unused monetary value left on the card. You can obtain Account Activity and statements from the website at [www.cvnb.com](http://www.cvnb.com) and clicking on “The Cash Card” login.

### **C. POS (Purchase) Transactions**

You or Your authorized user must place Your signature on the reverse side of Your Card. You may use the Card at any retail establishment (“Merchant”) where Cards bearing the MasterCard® logo are accepted to purchase or lease goods and services at a terminal operated by a Merchant POS (“Purchase Terminal”). If you use the Card to request a POS Transaction, You are authorizing a reduction in the current prepaid monetary value accessed by the Card in order to cover the amount of the purchase and any fees for the POS (“Purchase”). Transactions will not be authorized if there is not a sufficient unused monetary value accessible by the Card to cover the POS Transaction and any fees

#### **Special Usage Situations**

Restaurants and hotels may authorize Your Card for 10% to 20% more than the purchase amount in order to cover any anticipated gratuity or incidental hotel charges. Because this authorization may be greater than the balance available on Your Card, it is possible Your MasterCard® Cash Card may be declined.

If needed, You may request a “split transaction” from a merchant to pay for any remaining

balance exceeding the available balance on Your Cash Card. For example, if you wish to make a \$20 purchase, but only have \$15 remaining on Your Cash Card, You may use Your Card to pay \$15 and pay the remaining \$5 balance by other means such as cash, check or credit card.

#### **D. Risk of Loss; Errors**

THE CUMBERLAND VALLEY NATIONAL BANK CASH CARD IS LIKE CASH. YOU AGREE TO USE YOUR BEST EFFORTS TO PROTECT YOUR CARD AGAINST LOSS, THEFT OR UNAUTHORIZED USE. YOU ASSUME ALL RISKS OF LOSS FROM A LOST OR STOLEN CARD. **A SERVICE FEE OF \$10.00 WILL APPLY FOR A REPLACEMENT CARD.** In case of suspected errors or questions about Your use of the Cumberland Valley National Bank Cash Card, telephone us toll free at 1-800-999-3126 or write us at:

Cumberland Valley National Bank  
Att: Card Services  
P O Box 709  
London, KY 40741

If you think a receipt is wrong or if You need more information about a Transaction listed on a receipt, we must hear from You no later than sixty (60) days after the receipt was issued on which the problem or error appeared.

1. Tell us Your name and the name of the Purchaser of the Card.
2. Tell us the number of the Card.
3. Describe the error or the Transaction You are unsure about, and explain as clearly as You can why You believe it is an error or why You need more information.
4. Tell us the dollar amount of the suspected error. If you tell us orally, we require that You confirm the information You provided us in writing within ten (10) business days. We will determine whether an error has occurred within (10) business days after we hear from You in writing and will refund promptly to You the amount of any error.

#### **E. Your Liability for POS**

You or Your authorized User must contact the Bank at once if you believe Your Card has been lost or stolen. YOU AGREE THAT IF YOU GIVE YOUR CARD TO SOMEONE ELSE TO USE, YOU ARE AUTHORIZING HIM OR HER TO ACT ON YOUR BEHALF AND YOU WILL BE FULLY RESPONSIBLE FOR ANY AND ALL USE OF THE CARD BY HIM OR HER.

#### **F. Card Issuance**

Each Card is owned and issued by the Bank and is its property. You must surrender the Card to the Bank, or its agent upon its request.

#### **G. Responsibility for Goods or Services**

The Bank is not responsible if any person does not honor Your Card or for defects in or non-delivery of any goods or services You purchased or leased by using the Card.

#### **H. Authorization**

All Transactions will be subject to the terms of this Cardholder Agreement. Nothing in this Cardholder Agreement shall require us to authorize any transaction.

### **I. The Network Rules**

The Confidential and proprietary network operating rules and regulations of MasterCard® International Incorporated network, including without limitation, procedures for authorization of POS Transactions and duties and remedies for reversals and adjustments of POS Transactions, will apply to each POS Transaction, respectively in accordance with the appropriate network rules. Except as permitted in the Network rules, You cannot assert any claim or defense You may have against a Merchant in a POS (Purchase) Transactions against settlement and payment of such transaction.

### **J. Ineligible Uses**

Pursuant to federal law governing transactions with sanctioned countries, you may not be able to complete transactions with or in countries as established by the United States Department of the Treasury's Office of Foreign Assets Control.

### **K. Address of Card Purchaser**

The address associated with Your Card will be the address which was provided to the Bank by the Card Purchaser upon purchase of the Card. However, if the User is other than the Purchaser of the Card, we will respond to any written inquiries based on the name and address included in the inquiry or request.

### **L. Fees**

You agree to pay all the fees charged by the Bank for the Cumberland Valley National Bank Cash Card and the Gift Card Program.

### **O. Applicability of the Electronic Fund Transfer Act (Reg E)**

The card is subject to the provisions of the Credit Card Accountability Responsibility and Disclosure Act of 2009 and Regulation E Section 205.20.

## **3. General**

### **A. Customer Relationship; Release of Liability**

Neither You, nor any Merchant is an agent or partner of the Bank or its affiliate. The Bank shall not have any liability or obligation as to Your use of the Card or participation in the program, and You hereby release the Bank and its affiliates from any and all claims You may have in connection with any action or omission of the Bank or Merchant and their respective affiliates, agents or vendors, in connection with Your use of the Card.

### **B. Limited Liability**

Unless expressly prohibited or restricted by applicable law or this Agreement, the liability of the Bank and its affiliates is limited as follows: Except as required by applicable law, the Bank and its affiliates shall have no liability, of any kind whatsoever, to You for performing or failing to perform any services in connection with this Agreement, unless we have acted with malice or in bad faith. Without limiting the above, the Bank shall not be liable for delays or mistakes which happen because of reasons beyond the Bank's control, including, but not limited to, acts of civil, military, or banking authorities, national emergencies, insurrection, war, riots, failure of transportation, communication or power supply, or malfunction of or unavoidable difficulties with our equipment. If a court finds that the Bank is liable to You because of what the Bank or its affiliates did or did not do under or in connection with this Agreement or the Cumberland Valley National Bank Cash Card Program, You may recover from the Bank and its affiliates only Your actual damages.

**In no event will You be able to recover from the Bank any consequential damages, special damages, or exemplary damages, even if the Bank is aware of or You have advised the Bank of the possibility of such damages. Any claims against the Bank or any of its affiliates must be submitted no later than ninety (90) days after the date of the Transaction for which such claim relates or arises.**

### **C. Unclaimed Funds**

The balance remaining on Your Cumberland Valley National Bank Cash Card may become unclaimed funds escheatable to the State of Kentucky, if, as shown by the Bank's records, you have not, within the statutory period, requested refund of unused funds on Your expired Card, corresponded with the Bank concerning the Card, or transacted any business on the Card. If that occurs, the funds will escheat to the State of Kentucky.

### **D. Assignment**

In connection with any assignment or other transfer of a Card to an authorized user or any other person, this Agreement shall automatically be transferred to, and shall be binding upon, such new holder or User of such Card, and such person, his/her agents, legal representatives, heirs and estate.

### **E. Governing Law and Jurisdiction**

This agreement and all arbitration proceedings will be governed by the laws of the United States and the laws of the State of Kentucky, without regard to conflict of law doctrine principles.

### **F. Changes to this Agreement**

This agreement constitutes the entire agreement between the Bank and any User regarding use of a Card. The Bank may delay or waive any of its rights at any time without waiving any of its rights at any future time.

### **G. Severability**

If any terms of this Cardholder Agreement are invalid, changed by applicable law or declared invalid by order of a court, the remaining terms of this Cash Card Cardholder Agreement will not be affected, and this agreement will be interpreted as if the invalid terms had not been placed in this Agreement.

### **H. Card Holder Fees**

By accepting and using the Card, you are responsible for the following fees:

- Inactive Card Fee: \$5.00  
This is a monthly fee charged against any unused monetary value after the Card has no activity for twelve (12) months.
- Processing / Replacement Card Fee: \$10.00  
This fee is charged for a refund or issuance of a replacement card for the unused monetary value remaining on a card that has expired or was lost or stolen.
- Purchase Fee: \$3.99