# Central Bank Visa® Gift Card Terms and Conditions

These are your Central Bank Visa® Gift Card Terms and Conditions. In these Terms and Conditions "you" or "your" means the person who has received the Central Bank Visa Gift Card; "we", "us", or "our" means Central Bank & Trust Co. headquartered in Lexington, Kentucky; "Card" means the Central Bank Visa Gift Card, issued by Central Bank & Trust Co.. Please read the following carefully and keep them for your records. By accepting and using your Card, you are agreeing to these Terms and Conditions.

# Ownership and Use of the Card

The Card is activated and ready for use. The default PIN is the last four (4) digits of the card number. If you wish to change the PIN, you can call 1-866-510-2974 or go to <u>centralbank.com</u>.

The Card is and will remain the property of Central Bank & Trust Co. However, you will be solely and completely responsible for the possession, use and control of the Card. You must surrender the Card to Central Bank & Trust Co. immediately upon request.

This Central Bank Visa Gift Card is not a credit card. This Card may be used for purchases at most merchants where Visa debit is accepted. You may only use it when there is a balance remaining on the Card and only up to the amount of the remaining balance on the Card, The Card is non-reloadable and purchases will be deducted from your Card balance until the value reaches zero. If you are given value through the use of the Card greater than the balance remaining, you will pay us on demand the amount by which your transactions exceeded the balance remaining on the Card.

A replacement Card can be issued for the value remaining on any lost, stolen, damaged or expired Card and the original Card will be canceled. There is a \$5.00 fee for the replacement Card. This fee will be deducted from your remaining balance at the time a replacement Card is issued.

# **Foreign Transactions**

You may not make transactions in foreign currencies. Your Card may only be used within the fifty (50) U.S. states and the District of Columbia.

# Card Access

You may use your Card to pay for purchases at retail establishments in the United States and the District of Columbia which have agreed to accept the Card and are equipped with a point-of-sale terminal that can process Visa debit transactions. If you permit someone else to use your Card, we will treat this as if you have authorized this person to use your Card and you will be responsible for any transactions initiated by such person with your Card. Upon any purchase via a point-of-sale device, mail order, telephone order or other purchase transaction, the amount available on the Card will be reduced by the amount of such purchase. If you use your Card number without presenting your Card (such as for a telephone or internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make with your card. The Card may not be used for recurring or installment payments, cash disbursements (cash back, cash advances, and ATM withdrawals), or the purchase of Money Orders. The Card may not be used for Internet lottery, betting, or gambling transactions or for any illegal transactions.

# Using the Card

1. Any purchase that exceeds the balance on the Card may be declined. If you do not have a sufficient balance on the Card you can request that the merchant charge part of the purchase on the Card and pay the remaining amount with cash or another card. This is referred to as a "split transaction". Some merchants will only permit split transactions if you pay the remainder in cash, while some may not accept split transactions at all.

2. If you use your Card for gasoline purchases, you must pay with the Card at the cashier station. The Card cannot be used for "Pay at the Pump" transactions.

3.If you use your Card at a restaurant, a hotel, for a car rental purchase or for a similar purchase, there may be a preauthorization of the transaction amount for the purchase amount plus up to 20% or more. Any preauthorization amount will place a "hold" on your available funds until the merchant sends the final request for settlement. Once the final settlement amount is received, the preauthorization amount on hold will be removed. It may take up to seven (7) days for the hold to be removed. During this hold period, you will not have access to the preauthorized amount.

# **Refusal to Honor Card**

We are not liable for any refusal to honor your Card or for any retention of your Card by us, any other bank, or any seller or lessor of goods and services. Issuer has no responsibility for merchandise or services obtained with the Card and any dispute concerning merchandise or services will be independently settled by you with the merchant concerned.

# Bank's Liability for Failure to Make Transfers

If we do not complete a transaction arising from your use of the Card on time or in the correct amount according to our agreement with you, we will be liable for your 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 money on your Card to cover a transaction; or

• If the terminal or system was not working properly and you knew about the breakdown when you started the transfer; or

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

# Card Balance

To check your Central Bank Visa Gift Card balance or to get a summary of the transactions you have made, visit the Central Bank Website at <u>www.centralbank.com/debit-gift-cards</u> or call toll free 1-866-510-2974.

# Lost/Stolen/Replacement Cards

If your Central Bank Visa Gift Card is lost, stolen or expired, please call 1-866-510-2974 immediately. A replacement Card will be issued for the value remaining on the Card at the time it is reported lost or stolen and the original Card will be canceled. There is a \$5.00 fee for the replacement Card. This fee will be deducted from your remaining balance at the time a replacement Card is issued.

# **Card Information**

For information regarding your Card and in case of questions about your Card call 1-866-510-2974, or write us at:

Card Services P.O. Box 1360 Lexington, KY 40588-1360

If you have a problem with any goods or services you purchase using the Card, you agree to settle any disputes arising from the problem directly with the merchant who provided the goods or services.

# **Duration of Card**

Your Central Bank Visa Gift Card is valid for a minimum of five (5) years from the date of purchase, or until all funds have been used, whichever is first. The expiration date will be disclosed on the front of the Card, or you can verify the expiration on our Website at <u>www.centralbank.com/debi1-gift-cards</u> or call 1-866-510-2974. The funds on the Card do not expire, you may request a replacement Card by following the Replacement Card procedure. We encourage you to use the entire amount before the expiration date. Any transactions that are attempted after the expiration date will be declined until such time a replacement Card is issued.

There will be a \$5.00 monthly inactivity fee if the Card is not used for twelve (12) consecutive months (a one year period). The fee is assessed each month in which no activity occurs, however if the Card is used again, an inactivity fee will not be charged again until the Card has not been used for a full one year period.

# Card is not Transferable

Any rights in the Card cannot be resold and are not transferable except in accordance with applicable federal regulations. No assignment, encumbrance or other transfer of the Card will be valid unless our written consent has first been obtained and a memorandum thereof is entered on our records.

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

We will not disclose information to third parties about your Card or the transfer/transactions that you make except in the following circumstances:

• Where it is necessary for completing the merchant transaction; or

• In order to verify the existence and condition of your Card for a third party, such as a merchant; or

In order to comply with government agency or court orders; or

 $\bullet\,$  If we, in good faith, believe you have given us your written permission; or

• In the investigation of alleged fraudulent activity concerning your Card; or

• In the prosecution of alleged fraudulent activity concerning your Card.

## Waiver

Failure by us to exercise any of our rights under this Agreement shall not be a waiver of any of our rights.

## Severability

In the event that one or more provisions of this Agreement shall for any reason be held invalid or illegal, such holding will not affect the enforceability of any other provision.

## Force Majeure

We will have no liability for any delays or failure of performance caused in whole or in part by fire, labor disputes, power failures, acts of omissions of civil authorities, civil disturbances, computer malfunction, or any causes beyond our control.

## Limitation of Liability

You agree that in performing the duties imposed under this Agreement in no event will we be liable for any consequential, indirect or special damages.

#### **Governing Law**

This Agreement will be governed by federal law and where not in conflict with federal law, the laws of the Commonwealth of Kentucky, without regard to conflict of law principles. Central Bank & Trust Co.in no event will we be liable for any consequential, indirect or special damages.

Schedule of Fees	
Purchase fee per Card	\$3.00
Monthly inactivity fee if Card is not used for twelve (12) consecutive months	\$5.00
Replacement Card fee	\$5.00

#### Other Important Information

Central Bank Visa Gift Cards are valid for a minimum of five (5) years from the date of purchase, or until all funds have been used, whichever is first.

For transaction inquiries, balance inquiries, or to check the expiration date, you can visit our website at <u>www.centralbank.com/debit-gift-cards</u> or call 1-866-510-2974 To report a Card lost or stolen, please call 1-866-510-2974.

# Visa <sub>®</sub> Gift Card



