

# About Your Gift Card

## Valley National Bank Visa® Gift Card Terms and Conditions

This Agreement sets forth the Terms and Conditions (collectively, the “Terms”) applicable to the Valley National Bank Visa Gift Card (the “Card”). Please read them carefully and keep them for future reference. The Terms govern the use of the Card. By purchasing, signing, using, or authorizing any other person to use, the Card, you consent and agree to these Terms. The Card may be used by the Purchaser or given as a gift to another person. However, once the Card is signed, it is non-transferable. **Please do not sign the Card if you intend to give it as a gift to another person.** The person who receives the Card as a gift should sign it. **If you are the Purchaser of the Card, please provide these Terms to the intended recipient of the Card.**

### 1. Using Your Card

#### A. Definitions

“**Bank**” means Valley National Bank. “**Purchaser**” means the person who purchased the Card. “**User**” means, as applicable, the Purchaser of the Card, the recipient of the Card as a gift, or any holder of the Card who is an authorized user. “**Balance**” means the value of the funds available on the Card at any given time.

#### B. Use of the Card

The Card is a prepaid Visa debit card. It may be used to make signature-based transactions at merchants that accept Visa debit cards. The Card may also be used for mail order, telephone, and Internet-based purchase transactions. The Card is not a credit card. The Card cannot be used to make cash withdrawals at Automated Teller Machines (an “**ATM**”) or for cash advances. There is no personal identification number (“**PIN**”) associated with the Card and it cannot be used for PIN-based transactions. You may not use the Card for recurring payments. The Card does not establish an account at Bank. The purchase of a Card is final. The Card cannot be deposited into an account or resold to any third party. The Card cannot be pledged or assigned as collateral for any obligation. The Card expires on the expiration date embossed on the front of the Card. The Balance is, however, considered a deposit by the FDIC and subject to FDIC insurance. Registering your Card may allow for easier identification of any funds you may be entitled to receive in connection with an FDIC claim.

#### C. Balance on the Card

No interest will be paid on the Balance. The maximum Balance is limited to the dollar value established at time of purchase. The Card is not reloadable and no additional funds can be added to the Card. The Balance will decrease each time you use the Card to make an authorized transaction or any fee is assessed. The amount of funds shown on the Bank's records will determine the Balance. The Card may be used until all value is exhausted or the Card expires, whichever comes first. Purchases and fees (see Section 4 below) will be deducted from your Card until there is a zero Balance. If there are insufficient funds on your Card to complete a transaction, it will be declined. To keep track of your balance and transactions please go to [valleynationalbank.com/giftcard](http://valleynationalbank.com/giftcard) or call 866-594-2079.

#### D. Expiration Date

The Card expires and can no longer be used after the expiration date shown on the front of the Card. We encourage you to use all funds on the Card prior to the expiration date. Once the dollar value of the Card is used completely, and you are sure that you will not return any merchandise purchased with the Card, the Card should be destroyed and discarded. **The funds comprising the Balance of the Card do not expire. If the Card expires, please contact the Bank or visit your local Bank branch to surrender your expired card and discuss available options for retrieving your Balance.**



## **2. Card Activation**

Unless your Card has an activation label, it has already been activated and is ready for use. If your Card requires activation, call toll-free, in the United States, 866-594-2079, 24 hours a day, 7 days a week, 365 days a year. The security code which may be required to activate your Card is the three-digit Card Value Verification number printed in the white area to the right of the signature panel on the back of the Card ("**CVV2 Number**"). Every card will expire on the expiration date shown on the front of the Card even if the Card is never activated.

## **3. Card Usage and Limitations**

You may use your Card for purchases at retail establishments which accept Visa debit cards within the United States. The Card can also be used for mail order, telephone, and Internet-based purchases. It cannot be used for international transactions (including international Internet-based merchants), illegal or impermissible transactions, which include, but are not limited to, gaming, lottery tickets, internet gambling, internet tobacco purchases or child pornography. If a transaction that exceeds the Balance on the Card is approved and completed, for any reason, you will be liable for the negative Balance.

*Special Purchases at Restaurants, Salons, Spas, Gas Stations Hotels, Car Rental & Other Merchants.* In some circumstances, a transaction may be declined because the authorization amount requested by the merchant exceeds the total amount of your transaction. This typically occurs with restaurants, salons, spas, hotels, cruise lines, rental car agencies and other, similar merchants. The reason for this temporary difference is that the final amount of your purchase may not be known at the moment when you or your merchant "swipes" your Card or otherwise attempts to authorize your purchase. For example, at restaurants, salons, and spas, when they "swipe" or authorize your purchase, they do not know if you will add a gratuity to your purchase and, if so, how much. Restaurants, salons, and spas may add 20% or some other amount to the original purchase amount when they authorize your purchase and, once authorized, your Balance is reduced by this amount until the actual purchase amount is received by us up to 30 days later. Similarly, at gasoline stations, if you "pay-at-the pump," the station does not know the amount of your purchase when you "swipe" or insert your Card at the pump. The gas station may request authorization for \$75 or more even if your purchase amount is less. The Balance of your Card will be reduced in an amount equal to the authorization amount received through the payment authorization system.

*Internet and Mail Order Purchases.* Internet-based, mail order, and telephone 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 [valleynationalbank.com/giftcard](http://valleynationalbank.com/giftcard) and register your Card by entering your name and home address prior to initiating the transaction. International transactions, or transactions involving currencies other than U.S. Dollars, will be converted to U.S. Dollars under regulations established by Visa, and may include a margin and/or additional fees. You agree to pay the converted amount.

## **4. Fees and Charges**

Card Replacement Fee - fee charged to replace a lost or stolen Card: \$15.00

## **5. Risk of Loss – TREAT THIS CARD LIKE CASH!**

If you lose your Card, it is similar to losing cash and we may not reissue the Card or refund your money. However, we advise you to report the loss of the Card by calling us at 866-594-2019 as soon as you discover the loss. You should keep a record of your Card number, expiration date and CVV2 Number (found on the back of the Card), and keep it in a safe place. If your Card is lost, stolen, or damaged; if you suspect that it has been used without your authorization; or if you think there is an error involving a transaction made with your Card, contact us immediately using the Customer Service – Contact Information provided to you in Paragraph 8, and then visit your local Valley National Bank branch. You will be required to provide information that confirms you are the legitimate owner of the Card. You will not be liable for any unauthorized use of your Card after you report the Card lost or stolen. A replacement Card will be issued for the Balance remaining on the Card at the time it was reported lost or stolen, and the original Card will be cancelled. There is a \$15.00 service charge for the replacement of a lost or stolen Card. This fee will be deducted from the remaining Balance at the time a replacement Card is issued.

## **6. Error Resolution**

In case of errors or questions about transactions arising from the use of your Card, tell us at once using the methods supplied below. We must hear from you no later than 60 days after the date of the disputed transaction. You must provide us with the following information:

- Your name and Card number.
- A description of the error or transfer you are unsure about and an explanation as to why you believe it is in error or why you need more information.
- The dollar amount of the suspected error.

If you tell us orally, we may require that you send your question in writing within 10 business days. **At the conclusion of our investigation, we will inform you of our results within (3) business days. If we determine 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.**

## **7. Disclosure to Third Parties**

We may disclose information to third parties about your Card or the transactions you make as permitted under applicable law, including without limitation: (a) when it is necessary for completing a transaction; (b) in order to verify the existence and condition of your Card; (c) in order to comply with governmental agency or court orders, or in connection with examinations by banking authorities; (d) for analytical purposes; (e) if we conclude that disclosure is necessary to protect you or the interests of the Bank; or (f) if you give us permission. We may also share information about you and your Card based on our transactions and experiences with you.

## **8. Customer Service – Contact Information**

Call Gift Card Customer Service 24/7 toll free at 866-594-2019

Online via [valleynationalbank.com/giftcard](http://valleynationalbank.com/giftcard).

Write to Valley National Bank, Gift Card Services, P.O. Box 550578, Fort Lauderdale, FL 33355-05789.

## **9. Liability for Failure to Make Transfers**

If our Gift card processor does not complete a transaction arising from the use of the Card on time or in the correct amount according to our agreement with you, we may be liable to you for the transaction amount. However, we will not be liable if through no fault of ours or of our processor you do not have enough money on your Card to cover the amount of a transaction or the related authorization initiated by a merchant; or if the terminal or system was not working properly; or if circumstances beyond our or our processor's control prevented completion of the transaction, despite reasonable precautions that we and/or our processor have taken.

## **10. Revocation of Card**

The Card is our property and we may suspend or revoke the Card at any time without cause or prior notice. You agree not to use a revoked Card and you must surrender it to us. You will have to provide us with your name and address to enable us to return any remaining Balance to you directly by check.

## **11. Escheated Balances:**

The value on a Card is subject to escheatment laws in the State of New Jersey and any other state with a valid claim to escheatment of funds on a Card. We may be required to transfer part or all of the Balance of a Card to the State of New Jersey or such other state without notice to you in order to comply with applicable escheatment law.

## **12. Ineligible Uses**

Pursuant to federal law governing transactions with sanctioned countries, you may not be able to complete transactions with or in these countries. The list of sanctioned countries is established by the United States Department of the Treasury's Office of Foreign Assets Control (OFAC). You may not use the Card for recurring payments.

### **13. Amendments—Governing Law**

Except for fees and expiration of the Card, and subject to applicable law, we may change these Terms the use of at any time. Notice of such changes will be on our website [valleynationalbank.com/giftcard](http://valleynationalbank.com/giftcard). This agreement will be governed by the laws of the United States and, to the extent not preempted, by the laws of the State of New Jersey, and by Visa rules and regulations. If any term or condition of these Terms shall be deemed unlawful or unenforceable, such term or condition will be severable and will not affect the validity and enforceability of any remaining terms or conditions of these Terms.

#### **Sign and also register your Card by calling 866-594-2079 or go online to [valleynationalbank.com/giftcard](http://valleynationalbank.com/giftcard)**

You will then be identified as the owner, registered for online purchases and have the ability to keep track of your Balance and transactions.

#### **Use of your Card**

The amount of a purchase is deducted from your Card Balance each time you use it. When swiping the Card always push the “Credit” button and don’t forget to sign each purchase receipt. Please keep in mind that merchants may not be able to advise you of the Balance available on your Card.

**Report a lost or stolen card promptly at 866-594-2079.**

#### **Frequently asked questions**

##### **What if the purchase price is more than the amount on my Card?**

If you wish to make a purchase greater than the Card Balance, you must use an additional payment method (cash, check or credit card) to cover the difference. Please alert the merchant in advance about which methods of payment you will be using.

##### **What if my purchase is denied?**

Your Card Balance is probably less than your purchase or less than the amount that the merchant is requesting. Ask the merchant to utilize the Card Balance and use another payment method for the additional amount.

##### **Can I return an item purchased with the Card?**

Yes. The merchant may credit your Card or issue a store credit.