

## United Community Bank ACE Card<sup>SM</sup> Terms & Conditions

### IMPORTANT INFORMATION

These are your United Community Bank Visa® ACE Card<sup>SM</sup> Terms and Conditions. **Please read them carefully and keep them for your records.** Please sign your Card immediately. By accepting and using your Card you agree to be bound by these Terms and Conditions. United Community Bank Visa® “ACE Card<sup>SM</sup>” or “Card” means the ACE Card<sup>SM</sup> issued by United Community Bank. “You” and “Your” means the purchaser or the authorized user of the Card. “We”, “Us”, and “Our” means United Community Bank. Business days are Monday through Friday (holidays excluded) and business hours are 8:00 a.m. to 5:00 p.m.

The Card is a prepaid card product that may be used to make both signature-based (non-PIN) and PIN-based purchases or leases of goods or services from retail merchants that elect to honor this card or cash withdrawals at ATMs which accept this card. We hold the value of all Cards in an aggregate account and there is no FDIC insurance to your benefit. The Card is not a credit card. The maximum dollar amount that may be accessed by your Card can range from \$5 to \$1,000 and is established when your Card is purchased. When you use the Card, the amount available on the Card will be reduced by the amount of the purchase until it reaches zero. This Card may be reloaded. If you have a deposit account with UCB, you may call or visit the nearest United Community Bank Branch to reload value on the card. You may also go to [www.ucbbank.com](http://www.ucbbank.com) and choose Add Funds to ACE Card from the Login to Other Services drop down menu. If you wish to use cash to reload the Card, you must visit a UCB branch to reload the card. If you wish to close the Card, please contact us at 1-855-822-5880. Destroy the Card by cutting it in half through both the magnetic stripe and Card number.

You may access your ACE Card online at [www.ucbbucks.com](http://www.ucbbucks.com).

### Section 1. OUR TELEPHONE NUMBER AND ADDRESS

Tell us AT ONCE if your Card has been lost or stolen. Call us at 1-855-822-5880 (during normal business hours) or 1-866-279-4545, after hours, or write to: UCB ACE Card<sup>SM</sup> Services, 200 North Fifth, P.O. Box 80, Auburn, IL 62615. Automated customer service is available at 1-866-279-4545, 24 hours a day, 7 days a week. If you have specific questions or need to speak to someone, you may call 1-855-822-5880 during normal business hours.

### Section 2. ACTIVATION, TYPES OF AVAILABLE TRANSFERS AND LIMITS ON TRANSFERS

**Card Activation and PIN.** You must activate your Card by calling us toll-free at 1-866-279-4545 before you can use the Card. The Card and PIN are provided for your use and protection and you will:

- a. Not disclose the PIN nor record it on the Card or otherwise make it available to anyone else;
- b. Use the Card, the PIN and any ATM as instructed;
- c. Promptly notify us of any loss or theft of your Card or PIN; and
- d. Be liable for the Card and the PIN and for their authorized or permitted use.

**Point-of-Sale Transactions.** You may use your Card to purchase goods and services at merchants that have agreed to accept the Card, and that are equipped with a point-of sale terminal that can process Visa, Interlink or NYCE transactions. You may sign the sales receipt to complete the signature purchase transaction. For this type of transaction, usually, you will need to push the “credit” payment option. Or, you may use your personal identification number, or PIN, to process it as a POS/PIN purchase transaction. For this type of transaction, usually, you will need to push the “debit” payment option. Each point-of-sale transaction described in Section 2 is subject to the point-of-sale (POS) fee provided in Section 15. Some merchants will accept a transaction for an amount greater than the goods or services purchased and will refund the difference to you in cash (“cash back”). If you use your Card to make a purchase greater than the remaining balance, you must tell the merchant before completing the transaction. The merchant will require payment for the excess by cash or credit.

**Cash Transactions.** You are permitted to use the Card, along with your PIN, to access cash at any ATM that displays any of the logos appearing on your Card. In addition, you are permitted to use the Card to receive cash at financial institution offices that accept Visa debit cards for Cash Access transactions. Each Cash Transaction described in Section 2 (or attempted Cash Transaction) is subject to the ATM/Cash Access fee provided in Section 15, Schedule of Fees and Charges.

**Restaurants, Gas Stations and Other Special Usage Situations.** Some merchants such as restaurants, hotels and rental companies may authorize your Card for more than the Transaction amount in order to cover any anticipated gratuities, incidental charges or deposits. If such authorization is greater than the balance available on your Card, it is possible that your transaction may be declined. For similar reasons, your Card cannot be used at an automated gas pump that accepts credit cards. You may use your Card at any gas station which accepts Visa®, but you must pay the attendant inside.

**No Limitation on Frequency of Point-of-Sale Transactions.** There is no limitation on the frequency of any of the transactions available for the Card.

**Limitation on Dollar Amount of Transactions.**

(1) Separate withdrawal and purchase limits apply. Total withdrawals or purchases in any one day may not exceed the separate Daily Limits for a single Card number. You will be allowed to make transactions up to the available balance on the Card up to the maximum Daily Limit, whichever is less. The Daily Limits are as follows:

- (i) Daily ATM Withdrawal Limits: - \$300.
- (ii) Daily Cash Advance Transaction Limits: - \$500
- (iii) Daily POS Signature Purchase Transaction Limits: - \$1,000
- (iv) Daily POS/PIN Purchase Transaction Limits: - \$300

(2) Most ATMs require that cash withdrawals be made in multiples of a dollar amount (e.g. \$10 or \$20). In addition, some ATM operators and financial institutions have maximum amounts that may be withdrawn in one transaction. Many merchants limit the amount of cash back associated with a purchase transaction.

**Currency Conversion.** When you use your Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa charges a .8% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. An international transaction is a transaction where the country of the merchant is outside the USA.

**Section 3. CHARGES FOR TRANSFERS OR RIGHT TO MAKE TRANSFERS**

There is a monthly dormancy charge for your Card and other fees relating to the use of your Card. You will be charged a monthly dormancy fee after 12 months of non-usage. These charges are set forth in Section 15, Schedule of Fees and Charges. Any fees or charges will be charged to your Card.

**Section 4. EXPIRATION AND TERMINATION**

Your Card is valid until the expiration date shown on the face of the Card, or until the entire value on the Card has been exhausted, whichever comes first. The Card will be automatically reissued prior to its expiration. The Card is Bank property, and we may terminate the Card at any time without cause or notice. You must surrender a terminated Card. In the event of termination, a replacement Card may be issued for any unused dollar amount as provided in Section 12, Refund of Unused Value.

**Section 5. DISCLOSURE OF INFORMATION TO THIRD PARTIES**

We will disclose information to third parties about your Card or the transactions that you make:

- Where it is necessary for completing the transaction; or
- In order to verify the existence and condition of your Card; or
- In order to comply with government agency or court orders or as otherwise required by law or in connection with examinations by banking authorities; or
- For analytical purposes; or
- If we conclude that disclosure is necessary to protect you or the interests of the Bank; or
- If you give us your permission.

**Section 6. NO PREAUTHORIZED TRANSFERS ALLOWED**

You may not make preauthorized regular payments through the use of your Card.

**Section 7. BANK'S 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, 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; or if circumstances beyond our control (such as flood or fire) prevent the transaction, despite reasonable precautions that we have taken.

## Section 8. LOST OR STOLEN CARDS

YOUR 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. Your only remedy in the event the Card is stolen or lost is to report the theft to us at the number listed in Section 1 so we can terminate the Card. We require a reasonable time to act on your report. If the value of the Card is exhausted prior to the time we are able to terminate it, then you must bear the entire loss, and we will not be liable to you. You agree that this must be the rule between us, because the Card is like cash. If there is value remaining on the Card by the time we are able to terminate it, then we will refund any unused value to you as provided in Section 12, Refund of Unused Value, or we may issue a replacement Card.

## Section 9. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

You are responsible for all uses of your Card that you authorize. Visa's "zero liability" policy may protect you from liability for unauthorized purchases on your Card provided that you notify us within a reasonable time after learning of the loss or theft of your Card. This policy is subject to the following conditions:

**"Unauthorized Use" defined.** A transaction is considered "unauthorized" if it is initiated by someone other than you without your actual or apparent authority, and you receive no benefit from the transaction. A transaction is NOT considered unauthorized if (1) you furnish the Card, Card number or other identifying information to another person and expressly or implicitly give that individual authority to perform one or more transactions, and the person exceeds that authority; or (2) for any other reason, we conclude that the facts and circumstances do not reasonably support a claim of unauthorized use.

**"Reasonable Time" defined.** Reasonable time will be determined in our sole discretion based on the circumstances but will not be less than sixty (60) days from the transaction date.

**Other Considerations.** We may deny you the benefit of the policy if (1) we ask you for a written statement, affidavit or other information in support of the claim, and you do not provide it within the time requested or within a reasonable time if no date is stated; (2) under any other unusual circumstances where we believe denial is appropriate.

**Limitation of our Liability.** Our liability under this policy is limited to reimbursing you for the amount of your loss up to the face amount of any unauthorized transaction. We are not liable for any special, indirect or consequential damages.

## Section 10. OVERDRAFTS

Because the Card may be used for non-PIN based purchases, under certain conditions it may be possible for you to charge more than the prepaid amount ("overdraft"). In such circumstances, the Bank will hold you liable for such overdrafts and associated fees charged by us. We have no obligation to allow any Overdraft. However, if an Overdraft is inadvertently authorized by us, you agree to repay in full, promptly upon our demand, the amount of any and all Overdrafts, plus accrued interest thereon until paid in full at the highest rate permitted by applicable law, plus all reasonable attorney fees, collection expenses to the extent permitted by law. If you are a customer with a deposit account at United Community Bank, you hereby agree the Bank may deduct any overdraft amount against any such United Community Bank account of yours. The Bank reserves the right to charge more than the prepaid amount or remaining balance.

## Section 11. ERROR RESOLUTION PROCEDURES

If you think a Transaction is incorrect or if you need more information about a Transaction, we must hear from you no later than sixty (60) days after the Transaction was made, and you must provide us with the following: (1) tell us your name and the name of the Purchaser or authorized user of the Card; (2) tell us the number of the Card; (3) describe the suspected 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; and (4) tell us the dollar amount of the suspected error. If you tell us orally, we may require that you give us the same or additional information in writing within ten (10) business days. We will determine whether an error occurred within 10 business days (5 business days for Visa® Check Card point-of-sale transactions) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a point-of-sale transaction or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Visa® Check Card point-of-sale transactions) 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 in 10 business days, we may not credit your account. 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.

**Section 12. REFUND OF UNUSED VALUE**

Upon termination of your Card, you may obtain a refund of any unused balance on the Card via issuance of a replacement Card. The Bank does not grant cash refunds. You must request the replacement Card not later than thirty (30) days after the date of termination. A Card will not automatically be reissued for a terminated Card; you must request it. We have no obligation to issue replacement Cards that are not timely requested. To obtain the replacement Card, mail us your Card with a signed letter requesting the replacement Card and the address to which you want the replacement Card sent. Send your original Card and letter to UCB ACE Card<sup>SM</sup> Services, 200 North Fifth, P. O. Box 80, Auburn, IL 62615. Of course, we will not require that you send us your original Card if the reason for the replacement request is termination due to the loss or theft of the Card, but in such cases you must provide us with the Card number. Because the Card is a bearer Card, replacement Cards may be issued, regardless of who the purchaser is. We have up to eight (8) weeks to process your refund request, and we may take longer if there are special circumstances.

**Section 13. UNCLAIMED FUNDS**

Illinois law requires us to consider the balance in any account to be abandoned property and to transfer the balance remaining on your Card to the State of Illinois after a five (5) year period, if for a consecutive period of years, so specified by applicable State law, there have been no withdrawals, deposits, or other activity on the Card, and we have had no contact with you. If this happens, you must file a claim with the Illinois State Treasurer, Unclaimed Property Division, P.O. Box 19495, Springfield, Illinois 62794 or other state agency to recover your funds. We are not liable for funds transferred to any state agency as required by law.

**Section 14. GOVERNING LAW/SEVERABILITY**

**This Agreement will be governed by the laws and regulations of the United States and, to the extent not so covered, by the laws and regulations of the State of Illinois. A determination that any part of these Terms and Conditions is invalid or unenforceable will not affect the remainder.**

**Section 15. SCHEDULE OF FEES AND CHARGES**

Please note that when you use an ATM not owned by UCB, you may be charged an additional fee by the ATM operator or any network used to complete the Transaction.

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| ATM Access Fee                              | \$2.50*   |
| ATM Balance Inquiry Fee                     | \$1.00*   |
| Monthly Dormancy Fee                        | \$10.00 per month after 12 months of non-usage                            |
| Replacement Card Fee                        | \$5.00 for the replacement of a lost, stolen, damaged, or terminated Card |
| Cash Advance Fee                            | \$5.00  |
| Reload Fee                                  | \$1.00  |
| POS/PIN Purchase Fee                        | Free  |
| POS/Signature Purchase Fee                  | Free  |
| Card Balance Inquiries and Customer Service |   |
| VRU-Toll Free 1-866-279-4545                | Free  |
| Representative Assistance                   | Free  |
| Web Inquiries                               | Free  |

Since this is not a credit card or a debit card linked to a checking account, there is no interest owed and no late fees.

*\*Each authorized user is entitled to four (4) free ATM transactions per month (including either access or balance inquiry). These fees will begin on the 5<sup>th</sup> transaction each month.*

*Other fees may apply and will be disclosed when service is provided.*