

Governing Law: These Terms and Conditions, the ATIRAgift card and all transactions hereunder are subject to the laws of the state in which our main office is located, the laws of the United States and Visa rules and regulations.

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 in which our main office is located, and judgment on the arbitration award may be entered in any court in this state.

Waiver of Jury Trial: Each of the parties hereto expressly waives any right it may have to a trial by jury in any court action commenced by any of the parties hereto to enforce, collect, defend, enjoin, or that otherwise relates to this agreement or any of the transactions herein described. Likewise, each party hereto waives any right to have a jury trial in any such court action for any defense, claim of set-off, claim of recoupment, counterclaim or third party action asserted or raised in any such legal or court action. Any court action relating to this agreement or the transactions herein described shall be tried exclusively to a court without a jury. Both parties of this agreement each specifically acknowledges that its execution of this waiver of jury trial is a material inducement for entering into this agreement.

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**ATIRA® Visa® Gift Card
Terms and Conditions**

These are the ATIRA® 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, "prepaid card", "gift card" and "card" means the ATIRAgiftSM card issued by your financial institution. "You" and "Your" means the person who has received the prepaid card. "We", "Us" and "Our" means ATIRA, your financial institution, its successors, affiliates, or assigns. By accepting and using your ATIRAgift card, you are agreeing to these Terms and Conditions.

Card Access: Your ATIRAgift card is not a credit card. It is a prepaid card that can be used at retail establishments which have agreed to accept Visa® debit cards. Purchases will be deducted from the card until the value reaches zero. The value of all Cards is held in an aggregated account and there is no deposit insurance to your benefit.

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 that 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 that purchase.

Registration: You must register your card at www.atiragift.com to increase your chances of recovering disputed funds or to obtain a replacement card. After your card has been registered, you can obtain your balance and view your transactions online.

Check your Balance: You may obtain your cards available balance and obtain a transaction history 24 hours a day, seven days a week, at www.atiragift.com, or by calling toll-free 800.721.3978.

Lost or Stolen Cards: Please contact us immediately at toll-free 800.721.3978, 24 hours a day, seven days a week, if your card is lost or stolen. When you contact us, you will be required to provide the card number along with other identifying details. Reminder: Register your card once received. Registering your card will protect you and will assist us in replacing your card if it is lost or stolen.

Card Limitations: You must have sufficient, available funds to pay for all ATIRAgift card transactions. If the purchase amount is greater than the available funds, the difference may be paid for with cash, check, credit card or debit card, subject to the policy of the merchant. If the merchant attempts to process the ATIRAgift card for more than the available funds, the transaction will be declined.

Certain types of merchants, such as gas stations (including pay-at-the-pump card readers), car rental agencies, hotels and any merchant establishment where gratuity is common practice 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.

You may only use your card in the manner and for the purposes described in these Terms and Conditions. Your ATIRAgift card may not be used to obtain cash including automated teller machines (ATMs) and over-the-counter cash advances, or for any type of pre-authorized transaction, such as recurring monthly dues or fees. Your card also may not be used for Internet gambling or illegal transactions.

Foreign Transactions: When you use your card for a transaction denominated in a currency other than U.S. dollars, the transaction amount will be

converted into U.S. dollars by applying an exchange rate selected by Visa from among the range of rates available in wholesale currency markets or the government-mandated rate on the date the transaction is processed. The rate chosen may vary from the rate Visa itself receives.

Card Expiration: Your ATIRAgift card expires when its entire preloaded value has been exhausted, or on the expiration date listed on the front of the card, whichever occurs first, except where prohibited by law. After your ATIRAgift card has expired, it is no longer valid. All transactions will be declined after your card has expired. Additional value cannot be loaded onto your card and it cannot be reused after the preloaded value has been totally spent. 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. You should use the entire balance of your card by the expiration date on the front of your card.

Documentation of Transactions: You will receive a receipt for each transaction at the time of the transaction. Retain these receipts for your records. You will not receive periodic statements of activity on your card. You can check transaction activity, transaction history and balance information online at www.atiragift.com, 24 hours a day, seven days a week.

Disclosure of Information to Third Parties: We will disclose information to third parties about your ATIRAgift card or about a transaction for the following reasons: in order to complete 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 ATIRAgift card with the merchant who accepted the card.

Notice of Errors: If you think a receipt is wrong or you have a question concerning an ATIRAgift card transaction, please contact us toll-free at 800.721.3978, 24 hours a day, seven days, a week no later than 60 days after the transaction date and provide the following information:

- your name and ATIRAgift card number
- 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
- the dollar amount of the suspected error

You may be required to send your complaint or question in writing within ten business days.

Disclaimer of Liability: In providing the ATIRAgift card service to you, we disclaim any duty or responsibility other than those expressly set forth in these Terms and Conditions.

Card Termination: The card will remain our property. We may, at any time and without prior notice, cancel your card and have you return 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 send you a check for your remaining balance, less outstanding transactions and fees, within six to eight weeks.

Assignment: After you register your card, 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.