

Terms and Conditions

These are your 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, "Gift Card" and "Card" means the Visa® Gift Cards issued by CenterState Bank of Florida, NA. "You" and "Your" means the person who has received the Gift Card. "We", "Us" and "Our" means CenterState Bank of Florida, NA, our successors, affiliates or assigns. By accepting and using your Gift Card, you are agreeing to these Terms and Conditions. The Gift Card is neither a credit card nor an FDIC-insured product.

Card Access:

The Gift Card is a prepaid card that can be used at retail establishments that have agreed to accept the Card and can process Visa point-of-sale transactions.

Card Limitations:

You must have sufficient, available funds to pay for all Gift Card transactions. If the purchase amount is greater than the available funds, the difference may be paid for with cash, check or credit or debit card, subject to the policy of the merchant. If the merchant attempts to process the Gift Card for more than the available funds, the transaction will be declined. You may confirm your available balance or transactions 24 hours a day, seven days a week at www.harlandclarkegiftcard.com or by calling us toll free at 1-866-244-5360. You may only use your card in the manner and for the purposes described in these Terms and Conditions. Certain types of merchants, such as restaurants, gas stations, car rental agencies, and hotels, 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. The Card may not be used to obtain cash from automated teller machines (ATMs) or for any other type of cash advance. Your Card may not be used for illegal transactions or for any type of pre-authorized transaction such as recurring monthly dues or fees.

Foreign Transactions.

If you obtain your funds (or make a purchase) in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by Visa U.S.A. Inc. into an amount in the currency of your Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa U.S.A. Inc. from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa U.S.A. Inc. itself receives, or the government-mandated rate in effect for the applicable central processing date.

Fees.

Your Gift Card will be charged:

1. \$5.00 inactivity fee, assessed on the first day of each month after 12 full months of inactivity.
2. \$5.00 cash out or lost stolen fee (new card issuance fee may also apply)

All fees are automatically deducted from your Card balance. If your Card balance is zero or becomes zero as a result of any fees, the Card will be terminated.

Documentation of Transactions.

At the time of purchase, you will receive a receipt for the transaction. Retain the receipt for your records.

Disclosure of Information to Third Parties.

We will disclose information to third parties about your Card or a transaction that you make: where it is necessary for completing 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 Card with the merchant who accepted the card.

Your Liability For Card Use.

Tell us AT ONCE if you believe your Card has been lost or stolen. Telephoning is the best way of keeping your possible losses down. Call us toll free at 1-866-244-5360, 24 hours a day, seven days a week; write to: Cardholder Services, P.O. Box 550160, Ft. Lauderdale, FL 33355-0160 or visit www.harlandclarkegiftcard.com. If your Card is used in connection with an unauthorized transaction that was processed through the Visa Network, your liability will not exceed \$0 if you reported the loss or theft of your Card and, you did not act grossly negligent or fraudulently in handling your Card.

Disclaimer of Liability.

In providing the Gift Card service to you, we disclaim any duty or responsibility other than those expressly set forth in these Terms and Conditions.

Expiration.

Your Card expires on the expiration date listed on the front of the Card, or when the entire value has been exhausted, whichever comes first. After the Card has expired, it is no longer valid. All transactions will be declined and funds are no longer available. 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.

Termination.

The Card shall remain our property. We may, at any time and without prior notice, cancel your Card and have you return the Card to us. You may terminate your Card by returning 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 arrange to send you a check for your remaining balance, less outstanding transactions and fees, within six to eight weeks.

Amendment.

We may amend these Terms and Conditions by mailing notice to you at your last address on our records at least 21 days prior to the effective date of any amendment that results in an increased fee or charge, an increase in your liability, a reduction in Card services, or stricter transaction limitations.

Assignment.

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.

Governing Law.

These Terms and Conditions, the Gift Card and all transactions hereunder are subject to the laws of the State of Florida, the laws of the United States and Visa rules and regulations.

Notice of Errors.

If you think a receipt is wrong or you have a question concerning a Card transaction, call us toll free at 1-866-244-5360, 24 hours a day, seven days a week; write to: Cardholder Services, P.O. Box 550160, Ft. Lauderdale, FL 33355-0160; or visit www.harlandclarkegiftcard.com as soon as you can. We must hear from you no later than 60 days after the transaction date and you must provide the following information: a) your name and Gift Card number; b) 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 c) the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

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 of Florida, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. Either you or we may seek any interim or preliminary relief from the court of competent jurisdiction in the State of Florida necessary to protect the rights or property of you or us (or our agents suppliers, and subcontractors) pending the completion of the arbitration.

FAQ's

Where can my Gift Card be used?

It can be used to make purchases everywhere Visa® debit cards are accepted.

Should I select debit or credit at the point of sale? Select credit.

Here are some tips when using the card at:

- Restaurants, Beauty Salons, Hotels, Car Rental Agencies — It is customary for service-orientated or travel companies to require an available balance over the purchase amount (usually 25%) to ensure sufficient funds for tips or incidental expenses.
- Gas Stations — Paying at the pump using this card requires at least a minimum balance of \$75.00. However, only the actual amount spent will be deducted from the card. If your Gift Card balance is less than \$75.00, you can use the card inside the station as long as the purchase does not exceed the remaining balance.
- On-line Merchants — In order to use this card for merchants who use address verification to authenticate purchases, you must register your card on-line at www.harlandclarkegiftcard.com. Login as a Returning Cardholder and follow the instructions to register your card. Your card may not be used at age restricted on-line merchant sites.

How do I check the balance on my Gift Card?

Go to www.harlandclarkegiftcard.com or call 1-866-244-5360.

What if my purchase is denied?

The card's available balance is probably less than the purchase amount. Call 1-866-244-5360 for the remaining balance on the card and use another form of payment to pay the difference, subject to the policy of the merchant.

How are merchandise returns handled?

Each merchant location has its own return policies and will handle the returns in the same manner as any other Visa debit purchase.

Can I get cash back from a merchant?

No, cash back is not an option on your Gift Card.

Is my Gift Card a credit card?

No. It is a prepaid Visa card that carries a fixed cash amount determined by the Gift Card purchaser. Each time you use the card, the purchase amount is deducted from the available balance.

Can my Gift Card be reloaded?

No, the card cannot be reloaded.

What happens if my Gift Card is lost or stolen?

You should immediately report any problems or a lost or stolen card by calling our 24-hour toll-free support line at 1-866-244-5360. A replacement card will be issued and any available balance will be transferred to the new card, less the \$5.00 lost/stolen fee that will be deducted from your card's available balance (a new card issuance fee may also apply).

Does my Gift Card have an expiration date?

Yes. The card and the funds expire on the date shown on the front of the card or when the balance is \$0, whichever comes first.

What happens if there is a balance remaining after my Gift Card expires? After the expiration date shown on the front of the card any remaining funds will no longer be available.

Can my Gift Card have a negative balance? Any authorization request that is greater than the card's available balance will be declined. However, there can be times when a Visa merchant puts an item through without prior authorization. If an overdraft occurs, you will be required to make a payment to Cardholder Services to cover the negative amount.

Payments should be sent to:

Cardholder Services
P.O. Box 550160 • Fort Lauderdale, Florida 33355-0160

How are disputes handled?

Simply call our toll-free customer service number, 1-866-244-5360, and they will walk you through the process.