

Here's a gift that's the right color, the right style, and the right choice.

To: _____
From: _____
Amount: _____ Expiration: _____
Message: _____
Card #: _____

Keep card number for your records in the event it is lost or stolen.

Enjoy your Visa® Gift card!

Congratulations on receiving your Visa Gift card.
You can use it immediately, no activation required!

About your Visa® Gift card:

It's not a credit card. It's a prepaid gift card.

You can use it like any Visa card to purchase whatever you want at your favorite store or wherever Visa Gift cards are accepted. You can use it to make purchases at retail stores, by phone, or online.

It's easy to use.

Just present your Visa Gift card at the time of purchase and the transaction amount will be automatically deducted from your card's balance. Check your available balance, or transactions, 24 hours a day, seven days a week at www.payment-card.com or **1-888-621-1397**.

It's secure.

Like other Visa cards, your Visa Gift card offers all the protection and security features you've come to expect from Visa including zero liability for unauthorized purchases, if applicable.

You can use it immediately.

Unlike a check, you don't have to cash it before you can spend it. You can use your Visa Gift card as soon as you receive it. After six months from date of purchase, a \$2.50 monthly fee will be deducted from the gift card. Please refer to the Terms and Conditions for additional fees that may apply.

No Activation Required!

Use your Visa® Gift card to pick out the perfect gift for you!



Important Visa Gift Card Information:

- Check your balance by calling **1-888-621-1397** or going to www.payment-card.com.
- Don't have enough money on your card? You can always ask if the merchant can combine your Visa Gift card with another form of payment to complete your purchase.
- If your card is lost or stolen, call **1-888-621-1397** IMMEDIATELY, 24 hours a day, seven days a week.

A gift for you.

Visa® Gift card Frequently Asked Questions

Do I need a Personal Identification Number (PIN) to use my card?

You do not need a PIN for your card because you always PRESS CREDIT. You may not get cash back with this card.

What happens when I spend all the funds on my card?

You cannot add money to your card, so your card will no longer be accepted as a form of payment.

Will my Visa Gift card be honored everywhere?

Please note that certain types of merchants, including restaurants and gas stations, 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 transaction may not be honored. If this occurs, ask the merchant to authorize an amount that is within the remaining balance on your card.

What do I do if my card is declined?

Check your balance at www.payment-card.com or call toll free at **1-888-621-1397**. Be sure the merchant is only authorizing an amount that is equal to or less than the current balance remaining on the card.

VISA® Gift Card 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 National Bank of Commerce of Birmingham. "You" and "Your" means the person who has received the Gift Card. "We", "Us" and "Our" means National Bank of Commerce of Birmingham, 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.payment-card.com, or by calling us toll free at 1-888-621-1397. 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 transaction 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.** The rate of exchange for international transactions using the Card is the wholesale market rate or the government mandated rate in effect one day prior to the transaction date, plus a currency exchange fee regulated and charged by Visa® which may change. The currency conversion fee as of this printing is 1%. **Service Charges.** Your Card will be charged: 1. \$2.50 monthly service fee, waived for first six months 2. \$5 monthly service fee for expired Cards 3. \$15 for lost or stolen Card replacement 4. \$15 to terminate Card and receive funds. All fees are automatically deducted from your Card balance on the first day of the month. 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 1-888-621-1397, 24 hours a day, seven days a week; write to: [Cardholder.Services, P.O. Box 551209, Ft. Lauderdale, FL 33355](mailto:Cardholder.Services@nbc.com) or visit www.payment-card.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, except where prohibited by law, 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. 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 Alabama, 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 1-888-621-1397, 24 hours a day, seven days a week; write to: [Cardholder.Services, P.O. Box 551209, Ft. Lauderdale, FL 33355](mailto:Cardholder.Services@nbc.com); or visit www.payment-card.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 Alabama, 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 Alabama necessary to protect the rights or property of you or us (or our agents suppliers, and subcontractors) pending the completion of the arbitration.*