



Thank you for Purchasing and/or Receiving the Ozaukee Bank MasterCard® Gift Card, we appreciate your business. Please read the following Terms, Conditions and Disclosures carefully and immediately sign the Ozaukee Bank Gift Card.

As used in these Terms, Conditions and Disclosures "You" or "Your" means the person who has purchased, received and/or signed the back of the Ozaukee MasterCard® Gift Card; "We", "Us" or "Our" means Ozaukee Bank N.A., located in Wisconsin; "Gift Card" means the Ozaukee Bank MasterCard® Gift Card.

By purchasing, receiving and/or using the Ozaukee Bank MasterCard® Gift Card, You agree to be bound by the Terms, Conditions and Disclosures stated in this Agreement and all amendments thereto. You also agree that these Terms, Conditions and Disclosures are binding on You and Your successors, representatives and assigns.

**Section 1. The Gift Card**

The Gift Card is a stored value, electronic access device that may be used at retail establishments that have agreed to accept MasterCard® credit, debit and gift cards. The Gift Card may also be used at Point-of-Sale terminals and Automated Teller Machines. (Please see Fee Schedule for a complete list of fees.) The monetary value assigned to the Card is not eligible for FDIC insurance.

**Section 2. Getting Started with the Gift Card**

- (a) **Activation:** In order to use the Gift Card, You must activate it by calling the Ozaukee Bank Gift Card Voice Response Unit at 1-866-261-2645 and follow the prompts. At activation You will be required to select a new four-digit Personal Identification Number (PIN).
- (b) **Signing the Gift Card:** In addition to activating the Gift Card, the person receiving the Gift Card must sign the back of the Gift Card before use.
- (c) **Registering the Gift Card:** In order to be eligible for MasterCard's® zero liability coverage in the event of a lost or stolen Gift Card You must register Your Gift Card. To do this, please call Ozaukee Bank's Client Resource Center at 888.OZAUKEE. You will need to have Your Gift Card Number and Your PIN at this time.

**Section 3. Making Purchases with the Gift Card**

- (a) **Sign Your Name to a Merchant's receipt:** To pay for purchases at merchants that accept MasterCard® Gift Cards, choose "credit" and sign the sales receipt to complete the transaction. There is no service charge for choosing the "credit" option and signing Your name.
- (b) **By Using Your PIN number:** You may use Your Gift Card's PIN: (1.) To make purchases or receive cash at a merchant's Point-of-Sale (POS) terminal (as allowed by merchant); (2.) To obtain cash at an Automated Teller Machine (ATM) that displays the PULSE®, NYCE®, and MasterCard® logo. When obtaining money from an ATM with Your Ozaukee Bank Gift Card, simply choose from "checking" when given the option of Checking, Savings or Credit Card. Using an ATM that does not prominently display the PULSE®, NYCE®, and MasterCard® logo may result in an out-of-network fee that is in addition to the \$2.00 ATM use fee. Using a non-Ozaukee Bank ATM may result in a service charge by the institution or individual that owns the ATM. (For complete list of fees please see the [Fee Schedule](#)).
- (c) **At Hotels, Car Rental Agencies and Airlines:** Use of the Gift Card is not permitted to make reservations at hotels, car rental agencies, or airlines.
- (d) **At Gas Stations:** You may use the Gift Card at Gas Stations. However, You may not use the "pay-at-the-pump" method of payment. You may present the Gift Card for payment inside the gas station and use either the signature method or the PIN method for payment (see Section 3. (a) and 3. (b)).
- (e) **For Automatic or Recurring Transfers:** You may use Your Gift Card to pay an automatic or recurring transfer. This is not advised. Your Gift Card will expire and will not be able to be used after the date that is specified and embossed on the Gift Card. There is also a chance that the funds may be depleted on Your Gift Card through its use. In either of these events Ozaukee Bank reserves the right not to accommodate an automatic or recurring transfer and will not be held liable for the non-accommodation of an automatic or recurring transfer.
- (f) **For Mail Order or Telephone Order Transactions:** You may make purchases over the phone or through the mail. We do advise that You proceed with caution when completing a transaction in this manner. It is important that You deal with reputable firms that You know and trust.
- (g) **Split-Tender Transactions:** A split-tender transaction is one that involves two or more forms of payment on one purchase. These transactions are allowed with Your Gift Card. It is at each merchant's discretion as to whether or not they will allow such transactions. Ozaukee Bank will not be held liable for a merchant's reluctance and/or non-allowance to facilitate such a transaction.
- (h) **Making Purchases in Currency other than United States Currency:** Transactions made in Currencies other than US Dollars will be converted to US Dollars under regulations established by MasterCard®. Conversion to US Dollars may occur on a date other than the date of the transaction; therefore, the conversion rate may be different from the rate in effect at the time of the transaction. You agree to pay the converted amount. For these transactions, the rate of exchange between the transaction currency and the billable currency is either a wholesale market rate or the government mandated rate in effect one day prior to MasterCard® International processing date, increased by 1%.
- (i) **Insufficient Available Funds:** If You attempt to use the Gift Card when there are insufficient available funds for the transaction in question the transaction in most instances will be declined. However, if due to a systems malfunction or for any reason whatsoever, a transaction occurs despite insufficient available funds on the Card (creating a "negative" amount, referred to herein as an "overdraft"), You agree to reimburse us, upon request, for the amount of the overdraft. In addition, we reserve the right to charge You an overdraft fee of \$29.00 per transaction whenever You either create or enlarge the overdraft on Your Gift Card.
- (j) **Authorizations and Purchases:** When you attempt to use the Gift Card an authorization should be initiated for each transaction. All authorizations are posted for fifteen (15) business days. After fifteen (15) business days, if a corresponding purchase has not been posted for the transaction, the authorization will automatically fall off and the funds will become available for use. If you have questions regarding an authorization on Your Gift Card please contact the Ozaukee Bank Client Resource Center at 888.OZAUKEE.

**Section 4. Transaction Limitations**

- (a) **The Gift Card is Non-transferable After it is Signed and/or Registered:** Once the Gift Card is signed by You, You will be the only person allowed to use the Gift Card. You may not transfer the Gift Card to another party.
- (b) **The Gift Card is Not Re-loadable:** The Gift Card may not be reused after the original funds are depleted.
- (c) **Replacing Damaged Gift Cards:** A replacement card can be issued for the value remaining on any damaged Gift Card and the original Gift Card will be canceled. There is a cost for the Replacement of a Gift Card. (Please see [Fee Schedule](#)).

**Section 5. Ozaukee Bank's Liability for Failure to Make Transfers**

If a transfer or transaction arising from the use of Your Gift Card does not occur on time or in the correct amount according to Our agreement with You, We may be liable for Your losses or damages. There are exceptions to this; in the event of, but not limited to:

- (a) Through no fault of Ozaukee Bank, You have depleted the funds through fees on Your Card to the point it will no longer cover the amount of a transaction; or
- (b) The ATM where You are making the transfer does not have enough cash to cover the amount You have requested; or
- (c) The terminal or system was not working as it should and You knew about the malfunction when You started the transfer; or
- (d) There is a natural act (such as but not limited to an earthquake, flood, fire, etc.) that prevents the transaction.

**Section 6. Gift Card Balance, Transaction and General Information**

It is important that the remaining balance on the Gift Card is tracked at all times.

- (a) **Gift Card Information via the Internet:** In order to inquire about Your Gift Card via the internet please visit [www.ozaukeebank.com](http://www.ozaukeebank.com) and click on 'Ozaukee Bank Gift Cards' located on the home page either under "Online" or "Personal/Cards."
- (b) **Automated Gift Card Information via the Telephone:** In addition to card activation You may call 1-866-261-2645 to obtain automated account information such as account balance and transaction history.
- (c) **ATM:** You may check the remaining balance on Your gift card at any ATM. Please select "checking" to review remaining balance. Please note that fees may apply.
- (d) **For All Other Requests:** Please contact the Ozaukee Bank Client Resource Center at 888.OZAUKEE.
- (e) **Monthly Statements:** You will not receive monthly paper statements detailing the transaction history or balance of Your Gift Card.
- (f) **Redeeming de minimis Funds:** You may redeem funds equal to the remaining available balance on Your Gift Card until the date of expiration.

**Section 7. Authorized Use, Unauthorized Use, Loss or Theft of Your Gift Card**

- (a) **Authorized Use of Your Gift Card:** You are responsible for all authorized uses of Your Card. You understand that Your Card is a stored value card and is not protected by laws covering credit or debit cards such as the Federal Truth in Lending Act or the Electronic Funds Transfer Act. The Ozaukee Bank Gift Card is to be treated as Cash and because of this it is Your responsibility to maintain possession of the Gift Card, memorize Your PIN number and make certain that only You know Your PIN. Furthermore, it is Your responsibility to notify Ozaukee Bank in the event that Your Card is ever lost or stolen, via our toll free lost/stolen hotline at 1-866-261-2645. You will not be reimbursed for funds used before You call to cancel its use.
- (b) **What to Do If You Believe There Has Been Unauthorized Transactions With Your Gift Card:** You must contact the Ozaukee Bank Client Resource Center immediately at 888.OZAUKEE.
- (c) **What to Do If You Believe Your Card is Lost or Stolen:** You must notify Ozaukee Bank immediately if You believe Your Gift Card is lost or stolen or is being used without Your authority. Call our Lost or Stolen Hotline at 1-866-261-2645 immediately to report this. If You fail to notify Ozaukee Bank promptly and You are grossly negligent or fraudulent in the handling of the card, You could lose all funds on the card.

**Section 8. Error Resolution Procedures**

If You believe that there is an error regarding a purchase You made with Your Gift Card, please call the Ozaukee Bank Client Resource Center at 888.OZAUKEE or write us at the address listed below to report the incident. If You think a receipt is wrong or if You need more information about a transaction listed on a receipt, we must hear from You no later than 60-days after the inaccurate receipt was issued.

When You contact us, we will need the following:

- (a) Tell us Your name (the Recipient) and the name of the Purchaser of the Gift Card.
- (b) Tell us the number embossed on the front of the Gift Card.
- (c) Describe the 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.
- (d) Tell us the dollar amount of the suspected error. If You tell us orally, we require that You confirm the information You provided in writing within 10-business days after we hear from You and will promptly refund to You any error found.

- Correspondence regarding error resolutions should be mailed to:

Ozaukee Bank  
Attn: Gift Cards  
PO Box 3  
Cedarburg, WI 53012

**Section 9. Refunds and Returned Merchandise**

- (a) **Refunds:** In the event of fraud with Your Gift Card please refer to the directions in Section 7 for the proper steps to take and for refund information. In all other refund cases please refer to the merchant at which the transaction took place.
- (b) **Returned Merchandise:** If You wish to return any merchandise purchased with the Gift Card, You will be subject to the merchant's return policies. To service merchandise returns, merchants can either:
  - (1) Issue store credit for the amount of the purchase; or
  - (2) Process the return as a credit to the Gift Card\*.
 \*if the merchant issues a credit to the Gift Card, such funds may not be immediately available for spending, but will generally be available within 3-7 days.

**Section 10. Expired Gift Cards**

Your Gift Card has an expiration date embossed on it. You will not be able to use Your Gift Card after the time of expiration. After 60-days from the point of expiration, the funds that remain on the Card will be annexed by the bank.

**Section 11. Fee Schedule**

Purchase Price .....	\$3.95
ATM/Cash Advance/PINed Transaction Price (1 free/month) .....	\$2.00
Overdraft Fee .....	\$29.00
Replacement Card .....	\$3.95