

## TERMS AND CONDITIONS TCF® VISA® GIFT CARD (the "Card")

These are your TCF® Visa® Gift Card Terms and Conditions ("Terms and Conditions"). Please read them carefully and keep them for your records. Please sign your Card immediately. For use with Internet, phone or mail order purchases, register your card first by calling 1-866-309-4933 or by registering your Card at [www.tcfbank.com/giftcard](http://www.tcfbank.com/giftcard). By purchasing, accepting and/or using your Card, you agree to be bound by these Terms and Conditions. In these Terms and Conditions, the TCF Visa Gift Card (the "Card") means the Gift Card issued by TCF National Bank ("TCF"). "You" and "your" means both (a) the person to whom TCF issues the Card, and (b) the person(s) receiving or using the Card. "We", "us", and "our" mean TCF National Bank, our successors, affiliates or assigns. Although you have the right to use the Card, it is our property.

### ARBITRATION

**NOTE: THESE TERMS AND CONDITIONS CONTAIN PROVISIONS GOVERNING THE PROCEDURE TO BE FOLLOWED IN THE EVENT OF A DISPUTE BETWEEN YOU AND TCF RELATING TO THE CARD. AT THE REQUEST OF YOU OR TCF, CERTAIN CLAIMS MUST BE RESOLVED BY AN ARBITRATION PROCEEDING IN FRONT OF AN ARBITRATOR. IF ARBITRATION IS SELECTED, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO A JURY OR COURT TRIAL TO RESOLVE THE CLAIM OR THE RIGHT TO PURSUE A CLAIM AS A CLASS ACTION IN COURT OR ARBITRATION. YOU HAVE THE RIGHT TO REJECT THE ARBITRATION PROVISION. FORMORE DETAILS, SEE SECTION 12 ENTITLED "ARBITRATION PROVISION."**

The Card is a prepaid card access device. No Card may be issued with a stored value of greater than \$500 or less than \$25. You agree that the amount available on the Card is limited to the prepaid U.S. Dollar amount associated with the Card at the time of purchase. The amount available on the Card will decrease each time you use the Card to make a purchase or you incur a fee. The Card is not a credit card or an automated teller machine ("ATM") card. The value of all cards is held in an aggregated account. There is no separate distinct deposit account established for your Card. No interest is paid to you on the amount of the Card.

### SECTION 1. SCHEDULE OF FEES AND CHARGES

Card Fees and Service Charges	
Purchase	No charge for TCF customers
Monthly Card Maintenance	\$5.00 per month, waived for first 6 months following the month in which the Card was purchased.
Card Reissue (Lost, Stolen, Damaged Cards)	\$10.00 delivered by regular mail. Express shipment is available for \$30.00.
Expired Card	\$25.00 assessed the first day of the month following the "Good Thru" date printed on the front of the Card. Cash out is available upon request. Expired Cards cannot be reissued.
Cash Out the Remaining Value of Card	\$15.00 Fee Fee is waived for a Card that has Expired.
International Service Fee	3% of the amount of transaction conducted in locations outside of the U.S.

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

### SECTION 2. TELEPHONE NUMBER AND ADDRESS TO BE NOTIFIED IN EVENT OF A LOST CARD OR UNAUTHORIZED TRANSFER

Tell us AT ONCE if your Card has been lost or stolen. If you believe your Card has been lost or stolen, call or write to us at the telephone number and address listed as follows: Call toll free at 1-866-309-4933, 24 hours a day, 7 days a week, or write to us at: Cardholder Services, P.O. Box 262117, Highlands Ranch, Colorado, 90163-2117. You must provide your Card number and other information to verify your identity when you contact us. Customer service is available 24 hours a day, 7 days a week by calling us at 1-866-309-4933. You can also visit us online at [www.tcfbank.com/giftcard](http://www.tcfbank.com/giftcard). Card registration, balance inquiries, and other services are available by assessing us online or via touch-tone Customer Service by phone.

### SECTION 3. TYPES OF AVAILABLE TRANSFERS AND LIMITS

**Card Access.** Providing you have sufficient value on your Card, you may use your Card to pay for purchases at retail establishments which have agreed to accept the Card and are equipped with a point-of-sale device that can process Visa debit transactions. Upon any purchase via the 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 such withdrawal or purchase. If a merchant attempts to submit a transaction on the Card for an amount that is greater than the current value on the Card, the transaction may not be approved. Additional value cannot be added to your Card.

#### Foreign Currency Transactions and International Service Fee.

If you make a purchase in a currency other than U.S. dollars using your Card, Visa converts the transaction amount into a U.S. Dollar equivalent. The exchange rate between the foreign transaction currency and the U.S. dollar billing currency used for processing is: (1) 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 (2) the government-mandated rate in effect for the applicable central processing date. (Visa uses a rate in effect one day before the processing date.) The rate used by Visa may differ from the rate that would have been used on the date of the transaction or the date the transaction is posted against your Card balance. For each purchase using your Card where the purchase is made outside of the United States, TCF will charge an International Service Fee (as set forth in Section 1) which is calculated based on the U.S. Dollar equivalent of the purchase amount. TCF will charge you this fee for all transactions that take place outside of the U.S. regardless of whether or not the transaction involved a conversion to U.S. Dollars.

### SECTION 4. USING THE CARD

**Authorized Use.** The use of your Card to purchase goods and services from merchants constitutes a simultaneous demand against and withdrawal from the value stored on your Card. You do not have the right to stop payment on any transaction. You are responsible for all authorized transactions initiated by use of your Card. 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 made by such person with your Card, even if you do not have actual knowledge of the transactions.

**Merchant Disputes.** If you have a problem with a purchase you make with the Card, or if you have a dispute with the merchant, you must deal directly with the merchant involved. If you are entitled to a refund for any reason relating to a Card transaction, you agree to accept the refund under the policy of that specific merchant.

**Point-of-Sale Verification.** Certain merchants (such as hotels, car rental companies, gas stations, or restaurants) may initiate electronic notices seeking validation of the Card or approval of the anticipated purchase amount or both. Such anticipated purchase amounts may exceed the amount of the actual purchase transaction. We may place a hold against the Card value for the anticipated purchase amount. This hold may remain in effect up to the time the merchant draft or other item is presented to us.

**Internet, Phone and Mail Order.** Internet and mail order purchases may require the name and address of the Card owner on file. If you wish to make Internet or mail order purchases, you will need to register your Card by visiting us online at [www.tcfbank.com/giftcard](http://www.tcfbank.com/giftcard) or by calling 1-866-309-4933.

**Usage Limitations.** You may not make pre-authorized regular payments through the use of your Card. Your Card cannot be used to pay for automated fuel purchases (pay-at-the-pump); however you may use it inside the station or store if it accepts these Cards. You may not use your Card for any unlawful purposes. We may decline authorization for any illegal transactions or Internet gambling transactions. Your Card cannot be used to access cash through ATMs, banks, or any other cash advance. However, you may obtain a check for the remaining funds assuming you have registered the card and subject to the Cash Out fee.