

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

These are the TCF® Visa® Gift Card Terms and Conditions ("Terms and Conditions"). **Please read them carefully and keep them for your records.** Please sign the Card immediately. For use with Internet, phone, or mail order purchases, register the Card first at [www.tcfbank.com/giftcard](http://www.tcfbank.com/giftcard) or by calling 1-800-309-4933. By purchasing, accepting and/or using the 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. FOR MORE 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 deposit account established for the 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	
Initial Card Purchase	\$4.95
Monthly Inactivity Fee*	\$5.00 per month following 12 consecutive calendar months of inactivity
Card Reissue Fee (Lost or Stolen Card)	\$15.00 (regular mail); \$30.00 (express mail)

\*Activity is defined as any action that results in an increase or decrease of the funds underlying the Card. It does not include the imposition of a fee, a failed transaction, an adjustment due to an error, or a reversal of a prior transaction.

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

Tell us AT ONCE if the Card has been lost or stolen. If you believe the Card has been lost or stolen, call toll free at 1-800-309-4933, 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 the Card number and other information to verify your identity when you contact us. You can also visit us online at [www.tcfbank.com/giftcard](http://www.tcfbank.com/giftcard).

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

**Card Access.** Provided you have sufficient value on the Card, you may use the Card to pay for purchases at retail establishments that have agreed to accept the Card and are equipped with a point-of-sale device that can process Visa debit transactions. Upon any purchase using 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 such 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 the Card.

**Foreign Currency Transactions.** If you make a purchase in a currency other than U.S. dollars using the 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: (a) 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 (b) 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 the Card balance.

### SECTION 4. USING THE CARD

**Authorized Use.** The use of the Card to purchase goods and services from merchants constitutes a simultaneous demand against and withdrawal from the value stored on the Card. You do not have the right to stop payment on any transaction. You are responsible for all authorized transactions initiated by use of the Card. If you permit someone else to use the Card, we will treat this as if you have authorized this person to use the Card and you will be responsible for any transactions made by such person with the 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 must first register the 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 the Card. The 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 the Card. You may not use the Card for any unlawful purposes. We may decline authorization for any illegal transactions or Internet gambling transactions. The 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.

## SECTION 5. FEES AND CHARGES, SPLIT PAYMENTS, AND TRANSACTIONS EXCEEDING BALANCE

There is a monthly inactivity fee for the Card and other fees relating to the use of the Card. The monthly inactivity fee is applied after 12 consecutive calendar months of inactivity. No more than one service fee will be charged in a calendar month. These fees are set forth in Section 1. Any fees or charges will be deducted from the remaining Card balance. If you use the Card to make a transaction greater than the remaining balance, you should tell the merchant before completing the transaction. If the merchant accepts payment in this manner, the merchant will require payment for the excess by whatever means it accepts such as cash or credit. In any case where you are given value through the Card greater than the remaining balance, you will pay us on demand the amount by which the transactions exceeded the amount stored on the Card plus any fees owed to us. We may deduct the overdraft amount and any related fees from the remaining Card balance, or any other Card or account you have with us.

## SECTION 6. DISCLOSURE OF INFORMATION TO THIRD PARTIES

We will disclose information to third parties about the Card or the transactions that you make in any or all of these instances: (a) where it is necessary for completing the transaction; (b) in order to verify the existence and condition of the Card; (c) to utilize services of third parties and affiliate entities who assist us in providing the Card and related services; (d) in order to comply with government agency or court orders or as required by law or in connection with examinations by banking authorities; (e) for analytical purposes; (f) if we conclude that disclosure is necessary to protect you or the interests of TCF; (g) if you owe us money or in connection with legal proceedings relating to the Card, information may be disclosed to our agents or other third parties involved in collection, adjustments, settlement or reporting; (h) to protect against potential fraud or other crimes; (i) if you give us your permission; (j) when otherwise permitted or required by law.

## SECTION 7. LIMITATION ON LIABILITY

We will not be liable: (a) if through no fault of ours, you do not have enough money on the Card to cover a transaction; or (b) if the terminal or system was not working properly; or (c) if circumstances beyond our control (such as flood or fire) prevent the transaction, despite reasonable precautions that we have taken; or (d) if the merchant authorizes an amount greater than the purchase amount. Also, we are not liable to you in any case for special, punitive, or consequential damages or for any incidental expenses incurred by you, including but not limited to attorney's fees or legal expenses.

## SECTION 8. YOUR LIABILITY FOR A LOST CARD OR UNAUTHORIZED TRANSFERS

If you suspect that the Card is lost or stolen, or that someone is using the Card without authorization, notify us at once. Telephoning us through our processor at the phone number listed in Section 2 above or on the back of the Card is the best way of keeping your possible losses down. You may also write us at the address listed in Section 2. If you tell us within two (2) Business Days after you discover the loss or theft of the Card, you will not be liable for any losses resulting for the use of the Card without your permission. Business Days are Monday through Friday. If you do not tell us within two (2) Business Days after learning of the loss or theft, you may be liable for additional amounts. You will be charged a card reissue fee (set forth in Section 1) to reissue Card.

## SECTION 9. ERROR RESOLUTION PROCEDURES

In case of errors or questions about transactions arising from the use of Card: Go online at [www.tcfbank.com/giftcard](http://www.tcfbank.com/giftcard), or call or write us at the phone number or address listed in Section 2 of these Terms and Conditions as soon as you can. We must hear from you no later than sixty (60) days after the date of the transaction in question and you must provide the following information:

- Your name and Card number;
- A description of the error or the transfer you are unsure about, and an explanation as to why you believe it is an error or why you need more information; and
- The dollar amount of the suspected error. If you tell us orally, we may require that you send your complaint or question in writing within ten (10) Business Days. In most cases, we will complete our investigation within sixty (60) days of receiving requested information. If more time is needed, we will notify you in writing and will complete the investigation within an additional thirty (30) days. If we can validate your claim, we will credit the Card for the amount of the unauthorized purchase(s) or erroneous transaction once the investigation is completed. A written explanation will be sent to you within three (3) Business Days after the investigation of the alleged error has been completed. You may ask for copies of documents that we used in our investigation.

## SECTION 10. CLOSURE, EXPIRATION, OR REVOCATION OF CARD

**Closure.** You may close the Card and receive the remaining balance. To do so, you must first register the Card by visiting us online at [www.tcfbank.com/giftcard](http://www.tcfbank.com/giftcard) or by calling

1-866-309-4933. After you have registered the Card, you may then cash out the Card by visiting any TCF branch.

**Expiration.** The Card and underlying funds expire on the expiration date as shown on the front of the Card. Any transactions that are attempted after the expiration date will be declined. We encourage you to use the entire gift amount before this date. **Note:** Fees may reduce the value stored on the Card to \$0 prior to the expiration date shown on the front of the Card. It is important that you track the balance remaining on the Card. You may do so at any time by visiting us online at [www.tcfbank.com/giftcard](http://www.tcfbank.com/giftcard) or by calling 1-866-309-4933. Upon expiration of the Card, we will, at your request, cash out to you the remaining value of the Card. To do so, you must first register the Card by visiting us online at [www.tcfbank.com/giftcard](http://www.tcfbank.com/giftcard) or by calling 1-866-309-4933. After you have registered the Card, you may then cash out the Card by visiting any TCF branch. A monthly inactivity fee will continue to be deducted from the remaining Card balance unless you cash out the remaining value of the Card. Cards cannot be reissued once they have expired. If you do not request to cash out any remaining balance on the Card, and the remaining amount is unclaimed by you for a period required under applicable state law, the remaining value of the Card may be required to be paid to the state.

**Revocation.** The Card is our property, and we may revoke the Card at any time without cause or notice. You must surrender and may not use a revoked Card. Upon receipt of the Card by us, we will return any remaining value to you directly by check to the address furnished by you.

## SECTION 11. CHANGES IN TERMS AND CONDITIONS

We may change the terms of these Terms and Conditions. We may also change a feature of the Card (including deletion of a feature or addition of a feature). However, we will not change any fees, or the terms or conditions of expiration of the Card or funds, after purchase. TCF will give you notice of any such change in the terms or features as required by applicable law, by sending you notice to your last known address as shown in TCF's records, if any. Changed terms and features will apply to the outstanding balance of the Card as well as to any transactions

after the date of the change. By using the Card after we send you notice of any change of terms or features, you confirm your agreement to the change. Current terms and conditions will be available at any TCF branch office or online at [www.tcfbank.com/giftcard](http://www.tcfbank.com/giftcard).

## SECTION 12. ARBITRATION PROVISION

Read this Arbitration Provision carefully. If elected by you or TCF, it limits certain rights, including your and TCF's right to pursue a claim in court, your and TCF's right to a judge or jury trial, your and TCF's right to pursue a claim as a class action, your discovery rights, and your and TCF's right of appeal.

**Your right to reject: If you do not want this Arbitration Provision to apply, you may reject it by mailing a written rejection notice, which describes this Arbitration Provision and tells TCF that you are rejecting this Arbitration Provision, to: TCF, CARD SERVICES, 001-12-V, 801 MARQUETTE AVENUE, MINNEAPOLIS MN 55402-3475.** A rejection notice is only effective if TCF receives the notice within 30 days after the date the Card was purchased. If you do not reject this Arbitration Provision within this 30 day time period, you will not be able to reject it at a later date. If you reject this Arbitration Provision, that does not affect any other provision of the Terms and Conditions or the status of the Card. If you do not reject this Arbitration Provision, it will be effective as of the date the Card was purchased. Rejecting this Arbitration Provision has no effect on any prior or future arbitration provisions you have with us. If you want proof of receipt by TCF before the deadline, you should send the notice by registered mail, return receipt requested, or by a courier, directed to the address noted above, that provides proof of receipt. Upon written request, TCF will reimburse you for your mailing costs.

- a. In the event of a dispute involving you or TCF, either you or TCF may elect to resolve the Claim (as defined below in Sections 12(b) and 12(c)) by binding arbitration, provided that the electing party notifies the other party in writing of the demand for arbitration. Such notice may consist of a pleading filed in court in which the electing party demands arbitration. Arbitration is a method of resolving disputes in front of one or more neutral persons (called "arbitrators"), instead of having a trial in court or in front of a judge or jury. This Arbitration Provision governs when and how any disputes between you and TCF will be arbitrated – instead of decided in court before a judge or jury – even if one party initially chooses to bring the case in court. Binding arbitration means that you and TCF must follow the arbitration process and rules and must do whatever the arbitrator decides, subject to very limited court review. The result of that process will be an award by the arbitrator resolving the Claim.
- b. A Claim (which is subject to resolution by arbitration) includes any claim, dispute, or controversy between you and TCF that arises from or relates to: (i) the Terms and Conditions, and any other documents executed by you or provided to you in connection with the Card; (ii) except as otherwise provided in this Arbitration Provision, the validity, scope, enforceability, arbitrability, or interpretation of this Arbitration Provision; (iii) the application for the Terms and Conditions (if any); (iv) the events leading up to you becoming a Card owner including (but not limited to) any disclosures, advertisements, promotions, or oral or written statements made by TCF; (v) the validity, scope, enforceability, arbitrability, or interpretation of the Terms and Conditions with TCF; and (vi) your use of the Card.
- c. This Arbitration Provision covers all Claims, including those based on: contract law; tort law (a "tort" is an injury or wrong, not based on contract law, such as personal injury or negligence, for which the law provides a legal remedy); fraud; equity; prior court decisions on a subject, known as case law or common law; federal or state constitution, statute, regulation, rule, or municipal ordinance; any other theory. This Arbitration Provision also covers requests for orders requiring you or TCF to take or not take certain actions (which are sometimes referred to as "injunctive relief" or "equitable relief"). This Arbitration Provision covers not only Claims that you may have against TCF but also Claims you may have against: (i) the parent company of TCF, TCF Financial Corporation and its predecessors and successors (the "Parent Company"); (ii) all companies owned or controlled by the Parent Company or TCF and their predecessors and assigns; (iii) any company to which TCF transfers its rights under the Terms and Conditions; and (iv) all of the employees of these companies or other individuals who manage these companies. Finally, if either you or TCF elect(s) to arbitrate any Claim you bring against TCF, or any of the above-referenced companies or persons, any other companies or persons against whom you have asserted a Claim in the same proceeding may also elect to arbitrate the Claim. Whenever "TCF," "we," "us," or "our" is used in this Arbitration Provision, it is intended to include any of the above-referenced persons or companies. This Arbitration Provision applies to Claims based on facts or circumstances that existed prior to or occur on or after the date you purchased a Card. Notwithstanding the broad definition of a "Claim" as set forth above, a "Claim" does not include any of the following claims or proceedings: (i) any individual action brought by you in a small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court; or (ii) any dispute concerning the validity and effect of Section 12(j) or the provision in the last sentence of Section 12(k) of this Arbitration Provision.
- d. The arbitration shall be administered by the American Arbitration Association (the "AAA"). The arbitration will be conducted under the rules of the AAA, in effect at the time the Claim is filed. If you have any questions concerning the arbitration, or if you want a copy of the rules and forms, or if you want to file a Claim, you may contact the AAA at:

AMERICAN ARBITRATION ASSOCIATION  
CENTRAL CASE MANAGEMENT CENTER  
13455 NOEL ROAD SUITE 1750  
DALLAS TX 75240 1-800-426-8792  
[www.adr.org](http://www.adr.org)

- e. Any arbitration hearing that you attend will take place at a location that is reasonably convenient to you.
- f. **Fees and Expenses.** At your written request, TCF will pay all filing, hearing and/or other fees charged by the AAA or arbitrator to you for Claim(s) asserted by you in arbitration after you have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which you reside. (If you have already paid a filing fee for asserting the Claim(s) in court, you will not be required to pay that amount again.) Each party must pay for its own attorneys, experts, and witnesses, except where applicable law and/or the AAA's rules provide otherwise. Upon your request, TCF will reimburse you for your reasonable attorneys fees if you prevail in arbitration. Under no circumstances will TCF seek or accept reimbursement from you of amounts paid by TCF to the AAA or to the arbitrator or attorneys, experts or witnesses. TCF will under all circumstances pay any fees or expenses TCF is required to pay by law.
- g. The arbitrator is authorized and empowered to apply the substantive law and the statute of limitations as if the Claim were pending in Court. The arbitrator is authorized and empowered to award all remedies permitted by the substantive law that would apply if the action were pending in court (subject to Constitutional due process constraints). However, the arbitrator will not apply federal or state rules of civil procedure or evidence or any other state laws that pertain specifically to arbitration. The arbitrator will give written and reasoned findings of fact (a determination of what happened) and conclusions of law (legal consequences from the facts).
- h. This Arbitration Provision involves interstate commerce and will be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as amended (the "FAA"). If TCF or you elect arbitration regarding a Claim, the other party will no longer have the right to bring any claim or action in court or to seek a judicial resolution of the Claim, in a jury trial or otherwise, except a right of appeal will continue to exist to the extent permitted by the FAA.

- i. If TCF or you elect arbitration regarding a Claim, the other party will no longer have the right to bring any claim or action in court or to seek a judicial resolution of the Claim, in a jury trial or otherwise, except a right of appeal will continue to exist to the extent permitted by the FAA.
- j. If arbitration is chosen, you and TCF waive the right to have any Claim arbitrated as a class action or a private attorney general action. The arbitration will be limited to your or TCF's individual Claims only. Notwithstanding any other provision in this Arbitration Provision, if you or TCF elects to arbitrate a Claim, neither you nor TCF will have the right to: (i) participate in a class action in a court or in arbitration either as a class representative or a class member; (ii) act as a private attorney general in court or in arbitration; or (iii) join or consolidate Claims with claims of any other person. The arbitrator shall be empowered to conduct only an individual (nonclass) arbitration. The validity and effect of this Section 12(j) shall be determined exclusively by a court and not an arbitrator.**
- k. This Arbitration Provision shall survive: (i) any change in the other Terms and Conditions; (ii) the closing, revocation, expiration of the Card or depletion of funds loaded on the Card; and (iii) your bankruptcy (except where prohibited by bankruptcy law). If any portion of this Arbitration Provision cannot be enforced, the rest of the Arbitration Provision will continue to apply, provided however, that if Section 12(j) above is invalidated in a proceeding in which you and TCF are involved and such invalidation becomes final, this entire Arbitration Provision shall be null and void with respect to such proceeding.
- l. In the event of a conflict between the AAA's rules and this Arbitration Provision, this Arbitration Provision controls. In the event of a conflict between this Arbitration Provision and the rest of the Terms and Conditions or application, this Arbitration Provision controls. In the event of a conflict between this Arbitration Provision and the applicable substantive law, the applicable substantive law controls.

### **SECTION 13. GOVERNING LAW**

These Terms and Conditions, the Card, and any dispute arising from or related in any way to your use of the Card (including, for example, fees), will be governed by and construed, interpreted, and enforced in accordance with federal law and, to the extent (and only to the extent) that state law applies and is not preempted, the substantive and procedural law of South Dakota (without regard to South Dakota conflict of law principles). The parties acknowledge and agree that application of state law to the operations of national banks is limited, as reflected in regulations of the Comptroller of the Currency, and that no language in the section call "Governing Law" or elsewhere in this Agreement is intended to expand the applicable scope of state law to these Terms and Conditions, the Card, or your use of the Card.