BMO Harris Bank

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Harris Prepaid Gift Card Agreement

This prepaid Gift Card Agreement ("Agreement") is the agreement between you and us with respect to our issuance and your use of the enclosed Harris prepaid gift card ("Card"). The Card allows you to make purchases wherever MasterCard® debit cards are honored. In this Agreement, "you" and "your" mean the person who has received the Card and is authorized to use it, and "we", "us" and "our" mean BMO Harris Bank N.A., and its successors, agents and assigns as issuer of the Card.
You have received the Card with a value that is limited to the dollar amount appearing on the Card carrier. You cannot add funds to your Card. You will be deemed to have accepted the Card and the terms of this Agreement if you sign the back of the Card or activate or use the Card. Please read this Agreement carefully and keep it for future reference.

1. *Your Card.* The Card is a prepaid access device. All outstanding Cards are held in a single pooled account and are not insured by the FDIC. The balance on your Card does not earn interest. Your Card is not a credit card and is not a debit card subject to the Electronic Funds Transfer Act and Regulation E. You will not receive periodic statements detailing activity on your Card.
2. *Card Activation/Security.* Activate your Card by calling 800-830-1602. Be sure to sign the back of the Card. Your Card can be used anywhere MasterCard® debit cards are accepted to pay for merchandise and services, including online purchase transactions. The total amount of all Card transactions is limited to the balance of your Card. You are responsible for keeping your Card secure. You should also keep a record of your Card number in a safe place, in the event that your Card becomes lost or stolen.

   You may access certain information about your Card online at www.harrisbank.com/giftcards by using your Card number and a password. You agree not to give or make available your password to any unauthorized individuals. You are fully responsible for all activities that occur using your password and other login information. We will not be liable for any loss that you may incur as a result of someone else using your password, either with or without your knowledge.
3. *Card Expiration/Refund.* Your Card is valid until the entire prepaid value on your Card has been used or the expiration date, whichever occurs first. The expiration date of this gift card is no earlier than five years after the date on which the card was issued. If there is an unused balance remaining on your Card on the expiration date and before we escheat the balance according to applicable state law, you may obtain a refund check for the unused balance by writing us at Harris Gift Card, Attn: ATM Unit, 2000 Finley Road, Lombard, IL. 60148. Your written request **must** include:

   - your name and address
   - the Card number
   - the reason for your request.

   A refund check will be mailed to you for the unused balance.
   This request may take up to thirty (30) days to process.
4. *Unclaimed Funds.* The balance of your Card may become unclaimed funds, which must be forfeited to the state according to applicable state law, if our records show that you have not, within the statutory period, used the Card or corresponded with us concerning your Card.
5. *Fees and Service Charges.* You will be charged and you agree to pay the Fees described below

Schedule of Card Fees

Card Purchase Fees	
Card Value	**Purchase Fee**
$25 - $100	$4.75 per Card
$101 - $250	$6.25 per Card
Card Fees and Service Charges	
Telephone Inquiries - Card activity	Free
Telephone Inquiries - Card balance	Free
Telephone Inquiries - lost or stolen Card	Free
Online Inquires – Card activity	Free
Online Inquiries – Card balance	Free
Check Redemption Fee - unused balance on expired or lost or stolen Card	Free

6. *Authorized Use.* 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 initiated by such person with your Card.
7. *Merchant and Service Provider Disputes.* The use of your Card to purchase goods and services from merchants or service providers is a withdrawal from the value stored on your Card. You cannot "stop payment" on any transaction after it has been completed. If you have a problem with a purchase you make with the Card, or if you have a dispute with a merchant or service provider, you must deal directly with the merchant or service provider involved. We are not responsible if any merchant or service provider does not honor your Card or for defects in or non-delivery of any goods or services you purchased using the Card. In the case of disputes, you may need to present a copy of your receipt. Therefore, you should keep receipts for purchases in a safe place. If you are entitled to a refund for any reason relating to a Card transaction, you agree to accept a credit to your Card in lieu of cash.
8. *Foreign Transactions.* When the Card is used to make purchases in another currency, the transaction will be converted into a U.S. dollar amount by MasterCard®. MasterCard® will use its conversion processing procedures and the conversion rate in effect on the processing date. The conversion rate on the processing date may differ from the rate on the date of the transaction. Currently the conversion rate is either: (i) a wholesale market rate or (ii) a government mandated rate, increased by an adjustment factor determined by MasterCard®. The conversion adjustment factor will be deducted from your Card balance.
9. *Prohibited Transactions.* The Card cannot be used to pay for automated fuel purchases (pay at the pump) or any gambling transaction. You cannot make regularly recurring payments from the Card. The Card cannot be used to access cash through ATMs, banks or any other cash advance. A merchant may refuse to accept a "split transaction" where part of the purchase is paid with the Card and the remaining amount with another form of payment offered by you (for example, cash, check or credit card). You agree that we are not liable if any Card transaction cannot be processed at a merchant.
10. *Customer Service; Inquiries about Card Transactions.* You will not receive statements detailing the activity on your Card. You can review your Card transaction history by calling us at 800-830-1602 or you can review your Card transaction history by visiting www.harrisbank.com/giftcards on the Internet.
11. *Loss, Theft or Unauthorized Use of your Card.* **Report your Card lost or stolen by telephoning us at 800-830-1602 as soon as you learn that you no longer have it in your possession.** We will revoke your Card to help lower losses. You may be liable for transactions that occur on your Card unless you satisfy the following conditions:

    - You have signed the Card on its reverse side in permanent ink.
    - You have exercised reasonable care in safeguarding the Card from risk of loss or theft.
    - You have not reported two or more unauthorized events in the past 12 months.
    - You inform us of the number of the Card and the approximate date of its last authorized use.
    - You report all facts of the loss or theft to us and you cooperate in our investigation, including delivery of an affidavit upon our request.

    A lost or stolen Card will not be replaced. Redemption of any remaining balance may be requested by writing to: Harris Gift Card, Attn: ATM Unit, 2000 Finley Road, Lombard, IL 60148. Your written request **must include**:

    - your name and address
    - the Card number
    - the reason for your request.

    Based on the results of our investigation, we will mail a check to you for the remaining balance. This request may take up to thirty (30) days to process.
12. *Revocation of Card.* The Card is our property and we may revoke the Card at any time without cause or notice. You must surrender a revoked Card and you may not use a revoked Card. Upon revocation by us, we will return any remaining balance to you directly by check (free of charge) to the address furnished by you, unless prohibited by law.
13. *Notice of Changes to the Agreement.* We may make changes to the Agreement and such changes will be effective after notice has been posted on our Web site as indicated on the back of your Card. We can make changes to the Agreement without prior notice to you if such changes are related to security of the Card or Card usage as required by MasterCard® or by law.
14. *Limitation of Liability.* You agree that to the extent permitted by applicable law that we will not be liable to you for any damages in connection with the use or loss of the Card and you hold us harmless from any loss, liability, damage or expense arising out of your use of the Card, except for damages caused by our gross negligence or willful misconduct. In no event will we be liable to you for any indirect, special, punitive or consequential damages.
15. *Disclosure of Card Information.* We may disclose information to third parties about you, your Card or the transactions you make: (i) where it is necessary for completing transactions; or (ii) in order to verify the existence and condition of your Card for a third party, such as a merchant or service provider; or (iii) in order to comply with government agency or court orders; or (iv) if you give us your written permission; or (v) as described in the Harris Privacy Policy. The Harris Privacy Policy is available at www.harrisbank.com or by calling 1-888-340-2265.
16. *Applicable Law; Other Terms.* You agree that this Agreement shall be governed by the internal laws of the State of Illinois and applicable federal law. We may waive any of the provisions or conditions of this Agreement, but any such waiver shall be effective only on that occasion and shall not be construed as a continuing waiver of the waived term on any other occasion. We may waive fees and the expiration date in some states, as required by law. If any term of this Agreement is found by a court to be illegal or not enforceable, all other terms will still be in effect. If we take legal action against you because of default by you in complying with the terms of this Agreement, you must pay our reasonable attorneys' fees and other costs of the proceedings.

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Harris® is a trade name used by BMO Harris Bank N.A. and its affiliates. Member FDIC