

Old Second Gift Card

Terms and Conditions

Please read these terms and conditions for important information about your Old Second Gift Card (“Card”) and keep it for future reference. The Card allows you to make purchases wherever MasterCard is honored. It is not a credit card, an automated teller machine card, or a demand deposit account. It is a prepaid MasterCard with a value that is limited to the dollar amount of the gift associated with the Card. In these terms and conditions “you” and “your” mean any person who has received the Card or is authorized to use it as provided for in these terms and conditions, and “we”, “us”, and “our” mean Old Second National Bank, its successor and assignees. “**Branch Cards**” are cards purchased at our banking locations, and are not personalized with a cardholder name. “**Internet Cards**” are purchased at www.oldsecond.com and are embossed with the recipient’s name. Some of these terms & conditions are specific to the type of card you have purchased. Signing the back of the Card, using the Card, or allowing someone else to use the Card means you accept these terms and conditions. The funds on the card are insured by the FDIC.

1. USING YOUR CARD

- (a) Activate your **Internet Cards** by calling us toll-free at 1-866-874-9027 and by signing the back of the Card.
- (b) **Branch Cards** are automatically activated at the time of purchase.
- (c) Your Card can be used anywhere MasterCard Debit Cards are accepted to pay for merchandise and services, including online purchase transactions. You can use the Card as often as you like, provided that you do not exceed the value stored on the Card. We may restrict the use of your Card if we notice excessive use of your Card or other suspicious activities. Access will be reinstated once we have notified you and rectified any issues.
- (d) The use of your Card to purchase goods and services from merchants constitutes a simultaneous withdrawal from and/or demand upon the value 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 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. Refunds may be in the form of a credit to your Card, cash refund or in-store credit. You may not use your Card for, and we may decline authorization for, any illegal transaction. We may decline authorization for any Internet gambling transaction. We are not liable for declining authorization for any particular transaction, regardless of our reason.
- (e) The Card is not intended to be used to access cash at an ATM. Attempts to utilize the Card at an ATM will be declined.
- (f) 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 transaction initiated by such person with your Card. The unused available balance of your Card does not earn interest.
- (g) After the amount available on your Card has been exhausted, all future transactions will be declined. You agree not to make transactions that exceed the value on your

Card. If a negative balance (overspending) occurs, you will be responsible for the excess amount and you agree to pay such amounts to us on demand.

- (h) You may not make pre-authorized regular payments through the use of your Card.
- (i) If you do not have a sufficient balance on a card to make a purchase, you can request the merchant to use the remaining balance on the card and use another form of payment to pay the difference, subject to the policy of the merchant.
- (j) Some merchants – for example, restaurants, mail-order companies, hotels- require the card have an available balance greater than the purchase amount to ensure sufficient funds for tips or incidental expenses. Use of the Card at automated fuel dispensers requires a minimum balance of \$75. However, only the actual amount spent will be deducted from the card.

2. EXPIRATION OF CARD, CLOSING YOUR CARD BEFORE EXPIRATION.

All cards are valid 60 months from issuance, or until the entire prepaid value on the Card has been depleted, whichever comes first. The underlying funds on the Card do not expire. If there are funds remaining on the card after the card expiration date you may request a replacement card at no cost to you if the funds have not been remitted to the State of Illinois to comply with escheat law. If the funds have been remitted, Old Second will request the funds back on your behalf. This could take several weeks to complete. Once the balance on your **Branch Card** or **Internet card** is depleted, the card expires, or the card is closed, you agree to immediately destroy the card by cutting it in half through the card number. The value on the Card is not reloadable. The embossed date on **Branch Cards** is NOT the expiration date. The true expiration date is on the sticker on the front of the card. **Branch Cards** cannot be closed for a refund prior to the expiration date. You can close your **Internet Card** prior to the card expiration and obtain a refund of the unused value on the Card by calling 1-866-874-9027 and verifying your identity.

3. CUSTOMER SERVICE - BALANCE AND TRANSACTION INQUIRIES.

You can review your Card balance and transaction history 24 hours a day, 7 days a week by enrolling your Card online at www.oldsecond.com and proceed to the Gift Card section. You can also call customer service for balance and all other inquiries toll-free 24 hours a day, 7 days a week at 1-866-874-9027.

4. FEES AND CHARGES

- (a) Internet Purchase Fee: \$4.00
- (b) Branch Purchase Fee: \$2.00
- (c) Replacement Fee: A \$7.50 fee will be imposed for the replacement of a lost or stolen Card and will be deducted from the remaining Card balance.
- (d) Expired Card Replacement Fee: No Charge
- (e) Card Closure Fee to Refund **Internet Card** Balance: No Charge
- (f) Monthly Maintenance Fee: a \$2.50 maintenance fee will be charged monthly against the remaining balance on the card following any 12-month period of inactivity.
- (g) Express Delivery Fee: \$15.00

5. LOST AND STOLEN CARDS

THE OLD SECOND GIFT CARD IS LIKE CASH, YOU AGREE TO USE YOUR BEST EFFORTS TO PROTECT YOUR CARD AGAINST LOSS, THEFT OR UNAUTHORIZED USE. YOU ASSUME ALL RISKS OF LOSS FROM A LOST OR STOLEN CARD. A replacement card will be issued for **Internet Cards** reported as lost or stolen for the remaining balance less the replacement card fee. **Branch Cards** are the same as cash and cannot be replaced. To report a card lost or stolen call 1-866-874-9027.

6. ERRORS/REPLACEMENT CARDS

Records detailing the use of your Card are available by calling us toll-free at 1-866-874-9027 or visiting www.oldsecond.com. In case of suspected errors or questions about transactions arising from the use of your Card, or if any records you see show transactions that you did not make, or to request a replacement card call us toll free at 1-866-874-9027 or write us at:

Old Second Cardholder Services
P.O. Box 550129
Fort Lauderdale, FL 33355

We must hear from you no later than 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 transaction you are unsure about, 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 10 business days.

7. OUR LIABILITY FOR FAILURE TO MAKE TRANSACTIONS

If we do not complete a transaction arising from the use of your Card on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable if: (a) through no fault of ours, you do not have enough money on your Card to cover a transaction, (b) the terminal or system was not working properly, (c) we took reasonable precautions.

8. 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 an expired or revoked Card. When you surrender the Card, you must provide us with a name and address. Upon

revocation by us, we will return any remaining value to you directly by check to the address furnished by you.

9. AMENDMENTS

Subject to the limitations of applicable law we may change these terms and conditions at any time. If we do so, we will notify you in writing if required by law (in which case, changes will be effective on the date specified in the notice). Changed terms will apply to the outstanding balance of your Card as well as to any transactions after the date of the change. In any event, use of your Card after the date of the change will confirm that you agree to the change.

10. TRANSFERS

We may transfer all or part of your Card balance, along with our rights under these terms and conditions, to another person or entity. That person or entity will then be entitled to enforce our rights under these terms and conditions. You may not transfer your rights or obligations under these terms and conditions or to the Card balance, except through regular use of the Card at MasterCard merchants.

11. NON U.S. TRANSACTIONS

The Card is intended for use in the U.S. If a transaction is made in a currency other than U.S. Dollars, it will be converted to U.S. Dollars under the current regulations established by MasterCard and may include a margin and/or fees charged directly by MasterCard. Conversions may occur on a date other than the date of the transaction, which may affect the conversion rate used.

12. GOVERNING LAW

Illinois law, regardless of where you reside, governs these terms and conditions and your Card. You agree that all these terms and conditions are material to the determination of interest. The invalidity of any provision of this Agreement shall not affect other provisions. Bank may change the terms of this Agreement at any time. The change will be effective immediately if necessary for security reasons, otherwise upon posting notice of the change in our lobbies or, at our option, by our mailing notice of the change to you.

13. DISCLOSURE OF INFORMATION TO THIRD PARTIES

We may disclose information to third parties about your Card or the transactions you make: (a) where it is necessary for completing transactions; (b) to verify the existence and condition of your Card to a third party; (c) to utilize services of third parties and affiliate entities who assist us in providing the Card and related services; (d) to comply with government agency rules or court orders; (e) if you give us your permission; (f) if you owe us money or there are legal proceedings in connection with your Card, information may be released to attorneys, accountants, collection bureaus, financial institutions, and others involved in collection, adjustment, settlement or reporting; (g) to protect against potential

fraud and other crimes; or (h) when otherwise permitted by law. We may also share information about you and your Card, based on our transactions and experience with you, with our parent, affiliate and subsidiary companies.