



Amalgamated Bank Mastercard® Gift Card Terms and Conditions

1. Acceptance of Terms and Conditions Governing the Card. The following terms and conditions (“Agreement”) govern the use of the Amalgamated Bank Mastercard® Gift Card (“Card”). The terms of this Agreement are binding upon us and you, and will be deemed to have been accepted by you if any of the following are done by you or by another person with your consent or authorization: (1) purchase the Card; (2) sign the back of the Card; (3) use the Card; (4) authorize any other person to use the Card; (5) retain the Card; (6) activate the Card; or (7) register the Card. The Card will become active once it is purchased. In this Agreement, the words “you” and “your” mean: (a) the person who purchases the Card; (b) any person to whom the Card is given; and (c) any person who uses the Card. The words “we”, “us”, “our” and “Bank” mean Amalgamated Bank. Please be sure to keep this important information and provide it to anyone to whom the Card is given.

2. Card Description. The Card is intended to be given away as a gift. The person to whom the Card is given (or the purchaser of the Card if they do not intend to give it away) should immediately sign the back of the Card and register the Card at amalgamatedbank.com/giftcard or by calling 866.601.8090 and asking for a Customer Service Representative. **The Card is a non-reloadable, stored-value card.** The Card is not linked to, nor does it access in any way, any checking or other accounts at the Bank. The Card is not a credit card. The Card cannot be used after all of the original purchased value has been used. You acknowledge and agree that the amount available on the Card is limited to the prepaid U.S. dollar value loaded on the Card at the time of purchase. No additional funds may be added to the Card. The Card is issued by Amalgamated Bank. The Card may not be used to obtain cash at ATM machines. The Card cannot be used for cash advances and cannot be exchanged for cash at stores or other financial institutions. You should record your Card Number in a safe place separate from the Card. You will need your Card Number when reporting a lost or stolen Card or unauthorized transactions.

3. Card Balance. The value of the funds available on the Card at any given time is referred to in this Agreement as the “Balance.” No interest will be paid on the Balance. The Balance is not a deposit and is not FDIC-insured. The Balance is limited to the dollar value established when the Card was purchased. The Balance will decrease each time the Card is used to make an authorized transaction by the full amount of each purchase, including taxes, or if you incur, or we assess, a fee as set forth herein (“Transaction Amount”). The amount of funds shown on the Bank’s records will determine the Balance. Once the Balance is depleted, the Card is no longer valid and you agree (a) not to use the Card; and (b) after you are sure that you do not intend to return any merchandise purchased with the Card, to destroy it. Whenever you use the Card to make an authorized transaction, you are authorizing us to reduce the Balance by an amount equal to the Transaction Amount. You agree to keep track of the Balance on your Card by using our website (amalgamatedbank.com/giftcard) or by calling toll-free within the United States at 866.601.8090 (“Customer Service Number”) and not to use the Card for any purchase that exceeds the Balance.

4. Using your card. You may use the Card only within the United States and its territories to purchase goods and services from a merchant who displays the Mastercard® logo and has agreed to accept the Card as long as you do not exceed the Balance. The Card is enabled to make signature- and PIN-based transactions. In order to conduct PIN transactions you must first call us at 866.601.8090 and select a PIN (Note: You cannot create a PIN online). You may also ask for a Customer Service Representative to register your card. The PIN cannot be used to get cash at ATMs or otherwise. You should not disclose your PIN to anyone. If the security or confidentiality of your PIN is compromised, you should notify us at once. You can also make Internet or phone purchases with your card.

The Card can also be used at gas stations. However, at gas stations with a “pay at the pump” capability, the Card cannot be authorized directly at the pump. You must present the Card to the attendant for payment.

5. Transaction Limitations. The Card may be used by the purchaser or given as a gift to another person. However, once the Card is signed, it is non-transferable. Please do not sign the Card if you intend to give it as a gift to another person. The person who receives it as a gift should be the person who signs it.

If you use the Card at a gas station, hotel, restaurant, car rental or for other similar purchases, the merchant may preauthorize the transaction amount for the purchase amount plus 20% or more to ensure there are sufficient funds to cover additional services, expenses or gratuity. Any preauthorization amount will place a “hold” on your available funds on the Card for the original purchase amount and the additional amount. This hold will remain in effect until we receive the transaction from the merchant or seven (7) business days, whichever occurs first. During the hold period, the funds will be unavailable.

If the amount of your purchase is greater than the Balance, you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with cash or another card. These are called “split transactions”. Some merchants do not allow cardholders to conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash. Any transaction attempted for more than the Balance will be declined.

You shall not use your Card for any illegal transaction. We may decline authorization for any illegal transaction or Internet gambling transaction. Resale of the Card is strictly prohibited.

6. No Warranty Regarding Goods and Services. No liability for failure to honor the Card. We are not responsible for the quality, safety, legality or any other aspect of any goods or services you purchase with the Card. Amalgamated Bank will not be liable to you for failure of any merchant or other person to honor your Card.

7. Obtaining Your Card Balance and Card Information. It is important that you keep track of the Balance on your Card. To check your Balance or to get a summary of the transactions you have made, call us at 866.601.8090 or go to amalgamatedbank.com/giftcard. You will need your Card Number to receive information. The Balance is an estimate. In most cases, the balance is adjusted immediately when you make a purchase online or in stores, but there may be occasions when the updated balance is delayed for a period of time. You will not receive a statement or written summary of transactions.

8. Theft, Unauthorized Use or Card Loss. (Please note that the Card must be registered online at amalgamatedbank.com/giftcard or by phone at 866.601.8090 to increase your chances of recovering disputed transactions.) You are responsible for all authorized and unauthorized uses of your Card except to the extent that applicable law may protect you from liability for unauthorized purchases. If you believe your Card has been stolen or unauthorized transactions have occurred, notify us immediately at 866.601.8090. You will need your Card Number to receive information. If you lose your Card, it is like losing cash and we may not reissue the Card or refund your money. However, we advise you to report the loss of the Card by calling us at 866.601.8090 as soon as you discover the loss. If your Card is damaged and cannot be used you can obtain a replacement Card for the Balance by visiting an Amalgamated Bank branch.

9. Information About Your Right to Dispute Errors. In case of errors or questions about electronic transactions on the Card, write to us at Bankcard Services, P.O. Box 7237, Sioux Falls, SD, 57117-7237 or call us at 866.601.8090.

When you make your inquiry about the suspected error, you must supply us the following information: (i) Your name and the Card Number; (ii) a description of the error or the transaction you are unsure about and a clear explanation of why you believe it is an error or why you need more information; (iii) the dollar amount of the suspected error. If we determine that there was no error, we will generally send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

If you have a problem with any goods or services you purchase using the Card, you agree to settle any disputes arising from the problem directly with the merchant.

10. Expiration. Your Card will be valid for use until the “Valid Thru” date shown on the front of your Card. The funds on your Card do not expire. We encourage you to use the entire gift amount before the “Valid Thru” date shown on the Card. If there is any remaining Balance on the Card after the “Valid Thru” date shown on the Card, present the Card at any Amalgamated Bank branch or call us at 866-601-8090 and we will reissue a new Card to you in an amount equal to the Balance or if the value is less than five dollars you may redeem it for its cash value at no charge. The Card is considered active if the cardholder conducts an approved transaction for goods and services.

11. Escheatment. You acknowledge and agree that the Bank may be required by applicable law to turn over to a state government authority any funds remaining on the Card after a period of inactivity or dormancy as determined by the state in which you reside.

12. Card Cancellation. Your Card is issued by Amalgamated Bank. We are the owner of the Card. The Card will remain our property. We may cancel your right to use the Card at any time and request you to return the Card to us, although you may have a right to the existing Balance, subject to the terms of this Agreement.

13. Amendment. We may change the terms of, add new terms to, or discontinue this Agreement or the Card program at any time. You will be notified of any change in the manner provided by applicable law prior to the date of the change. However, if the change is made for security purposes, we can implement such change without prior notice.

14. Card Fees. You agree to pay a purchase fee of \$4.95 associated with the Card.

15. Governing Law; Venue; Severability. This Agreement will be governed by the laws of the State of New York without giving effect to conflict of law rules, except to the extent governed by federal law. YOU AND THE BANK EACH HEREBY IRREVOCABLY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK, SITTING IN THE COUNTY OF NEW YORK, OR THE UNITED STATES SOUTHERN DISTRICT COURT FOR NEW YORK IN ANY AND ALL ACTIONS AND PROCEEDINGS, QUESTIONS OR CONTROVERSIES ARISING UNDER OR RELATED TO THIS AGREEMENT, THE CARD OR ITS USE. If any term of this Agreement is found by a court to be unenforceable or illegal, all other terms and conditions will still be in effect.

16. English Language Controls. Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English language.

17. Customer Service. If you have any questions concerning your Card, please write to us at Bankcard Services, P.O. Box 7237, Sioux Falls, SD, 57117-7237; call us at 866.601.8090; or, visit amalgamatedbank.com/giftcard.