

iCash Wallet Terms & Conditions – Boulder Valley Credit Union

PLEASE CAREFULLY READ THESE TERMS AND CONDITIONS. BY ACCESSING THIS SITE, YOU AGREE TO BE BOUND BY THE LEGAL TERMS AND CONDITIONS OF USE FOR THE MERCHANT GIFT CARD PROGRAM. IF YOU DO NOT AGREE TO THESE LEGAL TERMS AND CONDITIONS, DO NOT USE THIS SITE OR INITIATE ANY TRANSACTION. These terms and conditions apply to Boulder Valley Credit Union's ("Credit Union") Merchant Gift Card Program. Any electronic funds transfer from your Credit Union account to purchase a gift card will be governed by the Electronic Funds Transfer Service Agreement with Credit Union.

1. Mobile Application

Credit Union offers its members mobile access to merchant prepaid card programs via a Mobile Banking Application. Credit Union also offers mobile access to a member's purchased gift card information via a Mobile Application Program. To use the features of the Mobile Banking application, additional message terms and data rates may apply.

2. Support Carriers

Include AT&T, Sprint, Nextel, Boost, Verizon Wireless, U.S. Cellular, T-Mobile, Cincinnati Bell, Virgin Mobile USA, Cellular South, Centennial, Ntelos.

3. Purchases

In order to acquire gift cards or transfer value to existing accounts displayed through this application your member account must be linked to enable online transfers of value from your member account to a Credit Union account that will be used to complete your transactions. Every transfer of value from your member account must be authorized by you, in advance, before transfer will be made. The act of making a transaction (even under consideration that the electronic signoff is somehow avoided), confirms that you agree to pay all related charges (including product, service, shipping & handling, and taxes) incurred by you or any users of mobile banking application. Credit Union reserves the right to refuse an order or terminate merchant prepaid services for any reason.

4. Privacy

Certain data relative to the activity of your user session may be collected. This information as well as information provided through the process of making transactions may be used by Credit Union to improve the offering or provide promotional information to you. Please review our Privacy Policy for privacy related terms.

5. Trademarks and Use of Web Site Materials

The contents of this application, such as text, data, software, photographs, graphics, videos, music, sounds and other information and material (the "Site Material") is protected by state, national and international law pertaining to copyrights, trademarks, trade secrets, and other proprietary rights. Unless indicated otherwise, all of this content is the property of Credit Union, or its affiliates or business partners. You may not sell or modify our Site Material or reproduce, display, distribute, or otherwise use the Site Material in any way for any public or commercial purpose. Use of the Site Material on any other web site, network, print or networked environment is strictly prohibited.

6. No Warranties

THIS APPLICATION AND ITS CONTENTS ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. CREDIT UNION, CREDIT UNION'S AFFILIATES AND BUSINESS PARTNERS, MAKE NO WARRANTIES OF ANY KIND ABOUT THIS APPLICATION OR ITS CONTENT, AND TO THE EXTENT ALLOWED BY LAW, CREDIT UNION DISCLAIMS ALL WARRANTIES REGARDING THIS APPLICATION AND ITS CONTENTS WHETHER EXPRESS OR IMPLIED (except as may be set forth in any license or other agreement related to a specific product or service) INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. SMS MESSAGE SERVICES ARE PROVIDED ON AN AS IS BASIS. WE ARE NOT LIABLE FOR ANY DELAYS IN THE RECEIPT OF ANY DATA SERVICES OR SMS MESSAGES.

7. Limitation of Liability

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ALL GIFT CARD TERMS ARE THE SOLE RESPONSIBILITY OF THE CARD ISSUER AND NOT THE RESPONSIBILITY OF CREDIT UNION. THE REDEMPTION VALUE AND PROCESS OF ALL GIFTCARD AND/OR STORE VALUE CARDS ARE BOUND BY THE SPECIFIC CONDITIONS ESTABLISHED BY PARTICIPATING MERCHANTS AND THEIR RESPECTIVE PREPAID CARD PROGRAM. CREDIT UNION WILL NOT BE LIABLE FOR ANY ACTION OR ISSUE RELATED TO THE ISSUANCE OR USE OF A MERCHANT GIFT CARD.

8. Amendments.

Credit Union reserves the right to revise these Legal Terms and Conditions at any time. Revisions will take effect at the time in which they are reposted online.

9. Enforcement

This Terms of Use will be governed by and enforced according to the laws of the State of Colorado without regard to any conflicts of law provisions, through binding arbitration in Boulder County, Colorado under the JAMS arbitration rules.

NOTICE OF PRIVACY POLICY

1.0 FACTS - WHAT DOES BOULDER VALLEY CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

1.1 Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand Boulder Valley Credit Union's Privacy Policy.

At Boulder Valley Credit Union, we respect the privacy of our members. We recognize the importance of maintaining the confidentiality of your personal financial information. This notice describes the privacy policy and practices followed by Boulder Valley Credit Union. This notice explains what types of member information we collect and under what circumstances we may share it.

1.2 What?

The types of personal information we collect and share depend on the accounts or services you have with us. This information can include:

- * Name, address, Social Security number, and income
- * Account balances and transaction history
- * Credit history and transaction or loss history

When you are no longer our member, we will not share your information except as permitted or required by law, as described in this notice.

1.3 How?

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Boulder Valley Credit Union chooses to share; and whether you can limit this sharing.

1.4 Reasons we can share your personal information

1.4.1 For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus

* Does Boulder Valley Credit Union share? - Yes

* Can you limit this sharing? - No

1.4.2 For our marketing purposes - to offer our products and services to you

* Does Boulder Valley Credit Union share? - Yes

* Can you limit this sharing? - No

1.4.3 For joint marketing with other financial companies

* Does Boulder Valley Credit Union share? - Yes

* Can you limit this sharing? - No

1.4.4 For our affiliates' everyday business purposes- information about your transactions and experiences

* Does Boulder Valley Credit Union share? - Yes

* Can you limit this sharing? - No

1.4.5 For our affiliates' everyday business purposes - information about your creditworthiness

* Does Boulder Valley Credit Union share? - Yes

* Can you limit this sharing? - Yes

1.4.6 For our affiliates to market to you

* Does Boulder Valley Credit Union share? -Yes

* Can you limit this sharing? - Yes

1.4.7 For non affiliates to market to you

* Does Boulder Valley Credit Union share? - No

* Can you limit this sharing? - We don't share

1.5 Who we are?

Who is providing this notice?

Boulder Valley Credit Union

1.6 What we do

1.6.1 How does Boulder Valley Credit Union protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also restrict access to nonpublic personal information about you to those employees and volunteers who need to know the information to provide products or services to you.

1.6.2 How does Boulder Valley Credit Union collect my personal information?

We collect your personal information, for example, when you

* open an account or apply for a loan

* apply for any credit union service

* visit our website, provide us information on any online application or transaction, or information you send to us by email.

* use your credit or debit card or pay your bills

* make deposits to or withdrawals from your accounts

We also collect your personal information from others, including credit bureaus or other companies.

1.6.3 Why can't I limit all sharing?

Federal law only gives you the right to limit information sharing as follows:

* sharing for affiliates' everyday business purposes-information about your credit worthiness

* affiliates from using your information to market to you

* sharing for non affiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

1.7 Definitions

1.7.1 Affiliates

Companies related by common ownership or control. They can be financial and non financial companies.

* Credit Union Service Group, LLC, a provider of financial services, including insurance products.

1.7.2 Non affiliates

Companies not related by common ownership or control. They can be financial and non financial companies.

* Boulder Valley Credit Union does not share with non affiliates so they can market to you, except for our joint marketing arrangements.

1.7.3 Joint marketing

A formal agreement between Boulder Valley Credit Union and a non affiliated financial company where we jointly market financial products or services to you.

* Our joint marketing partners include investment and financial service providers and insurance companies.

1.8 Questions?

Call 303.442.8850 or write to us at Boulder Valley Credit Union, 5505 Arapahoe Ave. Boulder, CO 80303