4. Fees and Interest

There are no fees for your Visitor Card. Funds on your Visitor Card will not earn interest.

5. Lost or Stolen Visitor Card

If you believe your Visitor Card or PIN has been lost or stolen or that someone has transferred or may transfer funds from your Visitor Card without your permission, contact the Disbursing Office.

Because the value of your Visitor Card is reflected on and accessed through the chip on your Card, funds in your Visitor Card are treated like cash and may not be recoverable if lost.

6. Stop Payments

Since all purchase transactions made using the Visitor Card are immediately deducted from the value of the Visitor Card, you do not have the right to stop payment on these transactions.

7. In Case of Errors or Questions About Your Transactions

If you believe an error has occurred on your Visitor Card for any transactions, tell the Disbursing Office as soon as possible. You are responsible for all purchases and withdrawals that are authorized using your Visitor Card.

8. Card Value

You may obtain information on the value on your Visitor Card:

- At a Navy Cash Kiosk
- From the Disbursing Office

9. Disclosure of Card Information

Information may be disclosed to affiliates or to third parties about your Visitor Card or any transaction on your Visitor Card in the following circumstances:

- Where it is necessary for completing transactions or to resolve disputes arising from Visitor Card transactions
- In order to verify the existence and condition of your Visitor Card for a third party, such as a merchant
- In accordance with your written instructions
- In order to comply with applicable law, court orders or subpoenas
- In accordance with the Privacy Act of 1974, as amended
- To protect or enforce PNC, FRBB or Treasury's legal rights
- If PNC, FRBB or Treasury otherwise deem appropriate, to the extent permitted by law

10. Your Duties and Liabilities

You agree to regularly review your Visitor Card value to discover any unauthorized transactions or errors, and you agree to notify the Disbursing Office of any unauthorized transactions or errors as soon as possible.

11. Other Legal Terms

A. Governing Law

As this Agreement relates to you and PNC, it will be governed by applicable federal law and regulation, Federal Reserve Bank rules and Operating Circulars, local clearinghouse rules, and Automated Clearing House Rules, and where not in conflict with federal law, the laws of the State of Delaware, without regard to conflict of law principles.

As this Agreement relates to you and Treasury and FRBB, it will be governed by applicable federal law and regulation, Federal Reserve Bank rules and Operating Circulars, local clearinghouse rules, and Automated Clearing House Rules. Nothing in this Agreement shall be construed to recognize any state law as governing law as this Agreement relates to you and Treasury and FRBB.

B. Holds on Your Card

PNC, FRBB and Treasury may freeze or place a hold on your Visitor Card without setting off in order to investigate any dispute or claim. PNC, FRBB, and Treasury will not be liable for any dishonor of a transaction that results.

C. Legal Process

Should any legal process or legal notice be received instructing us to restrict your Visitor Card use, withhold, seize or turnover funds on your Visitor Card, or otherwise affect your Visitor Card, you acknowledge and agree that PNC, FRBB and Treasury may comply with such legal process or legal notice. In complying withany legal process or legal notice, you acknowledge and agree that PNC and Treasury may limit or suspend access to your Visitor Card, refuse to permit withdrawals or transfer from or loads to your Visitor Card, and take any other action PNC, FRBB, and Treasury deem appropriate or legally required in PNC or Treasury's discretion, without regard to the ownership or original source of the funds on your Visitor Card. PNC and Treasury will not contest any legal process or legal notice on your behalf.

D. Changes to this Agreement

The terms of this Agreement, including any fees and/or features of the Visitor Card, may be changed from time to time and for any reason, except as prohibited by applicable law.

E. Notices

Notices from you will be effective upon receipt by the Disbursing Office and reasonable time to process. Unless otherwise noted, all notices and amendments to this Agreement will be posted via the Navy Plan of the Day notes, through the Navy Cash website (www.navycash.com), or through other available means.

F. Waiver

Failure by PNC, FRBB or Treasury to exercise any rights under this Agreement shall not be deemed a waiver of any of these rights.

G. Non-Transferable

Any rights in your Visitor Card are not transferable except in accordance with applicable law.

H. Severability

In the event that one or more provisions of this Agreement shall for any reason be held invalid or illegal, such holding will not affect the enforceability of any other provision.

I. Force Majeure and Availability

PNC, FRBB and Treasury will have no liability for any delays or failure of performance caused in whole or in part by fire, labor disputes, power failures, acts or omissions of civil authorities, civil disturbances, computer malfunction, or any causes beyond our control. Neither PNC, FRBB nor Treasury represents or warrants that the value on your Card will always be accessible or accepted as payment.

J. Limitation of Liability

You agree that in performing the duties imposed under this Agreement in no event will PNC, FRBB or Treasury be liable for any consequential, indirect or special damages.

K. Call Recording; Consent of Service Calls

If you provide telephone number(s) to PNC, FRBB or Treasury at any time, you authorize PNC, PNC's affiliates, FRBB, Treasury and any designees to contact you regarding this Visitor Card at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or by sending prerecorded messages or text messages, even if charges may be incurred for the calls or text messages; and you consent that any phone call with us may be monitored or recorded by us.

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List of All Fees for Navy Cash® Card (Open Loop Account only)

Refer to the Navy Cash Card Terms and Conditions for information regarding the Closed Loop Account of a Navy Cash Card.
Refer to Navy Cash Visitor Card Terms and Conditions for information regarding a Navy Cash Visitor Card.

All fees	Amount	Details
Get cash (in the U.S. or international locations)		
ATM withdrawal (in-network)	$0	"In-network" refers to PNC Bank ATMs and ATMs that are part of the Allpoint network. Locations can be found at www.pnc.com and www.allpointnetwork.com.
ATM withdrawal (out-of-network)	$0	"Out-of-network" refers to all ATMs that are not PNC Bank ATMs or part of the Allpoint network. You may be charged a fee by the ATM operator, even if you do not complete a transaction.
Information (in the U.S. or international locations)		
ATM balance inquiry (in-network)	$0	"In-network" refers to the PNC Bank ATMs and ATMs that are part of the Allpoint network. Locations can be found at www.pnc.com and www.allpointnetwork.com.
ATM balance inquiry (out-of-network	$0	"Out-of-network" refers to all ATMs that are not PNC Bank ATMs or part of the Allpoint network. You may be charged a fee by the ATM operator.

Your funds are eligible for FDIC insurance. Your funds will be held at or transferred to PNC Bank, an FDIC-insured institution. Once there, your funds are insured up to $250,000 by the FDIC in the event PNC Bank fails.

No overdraft/credit feature.

Contact PNC Bank by calling 1-866-3NAVYCASH (1-866-362-8922), by mail at Navy Cash Card Customer Service Unit, 3913 Riga Blvd., Tampa, FL 33619, or visit www.navycash.com.

For general information about prepaid accounts, visit cfpb.gov/prepaid.
If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit cfpb.gov/complaint.

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NAVY CASH® CARD and NAVY CASH® VISITOR CARD CARDHOLDER AGREEMENTS

10057329 (06/17)

Effective August 21, 2017

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Navy Cash Card Terms and Conditions

This Agreement governs the issuance and use of your Card. By obtaining or using a Card, you agree to the terms and conditions set forth in this Agreement, which is subject to amendment from time to time in accordance with applicable law. Further, you agree that this Agreement is binding on your successors, representatives and assigns.

Definitions

"Agreement" means these Navy Cash Card Terms and Conditions.
"**Bank Transfer**" means a funds transfer via ACH to/from a Linked Account to/from the Card.
"ATM" means an automated teller machine.
"Business Days" are Monday through Friday, excluding federal holidays.
"Card" means the Navy Cash Card issued to you by PNC, and includes both the Open Loop Account and Closed Loop Account.
"Closed Loop Account" means the portion of your Card that may be used to make transactions on ship using the chip embedded in the Card.
"DFAS" means Defense Finance and Accounting Services.
"Disbursing Office" or "Disbursing Officer" means the Disbursing Office or Disbursing Officer on-ship.
"**Electronic Funds Transfer**" means any Bank Transfer, or a transfer to/from your Open Loop Account to/from your Closed Loop Account.
"Foreign Transactions" are Open Loop Account transactions completed outside of the United States using your Card.
"FRBB" refers to the Federal Reserve Bank of Boston, a fiscal agent of the United States for the purpose of servicing the Closed Loop Account on the Card.
"**Linked Account**" means a bank or credit union account linked to your Card for purposes of Bank Transfers.
"Navy Cash Kiosk" means the Navy Cash self-service terminals on Navy ships and at U.S. military bases.
"Navy Plan of the Day" means the periodic news and announcement source for the Navy.
"Open Loop Account" means the portion of your Card that may be used to make debit transactions off-ship using the magstripe on the back of the Card.
"PIN" means a four (4) digit personal identification number assigned to you or selected by you for identification purposes in connection with the use of your Card.
"PNC" refers to PNC Bank, National Association, a national banking association and a financial agent of the United States for the purposes of issuing the Card.
"POS" means a point-of-sale terminal used to make purchases of goods and services.
"Treasury" refers to the United States Department of the Treasury.
"You" and **"your"** refer to the person in whose name a Card is issued.

1. Your Navy Cash Card

Using Your Card

You will be solely and completely responsible for the possession, use and control of the Card. You must surrender the Card to the Disbursing Office or Navy Cash Customer Service immediately upon request.
You may use your Card as follows:

	Closed Loop	Open Loop
Make purchases from the ship's store, vending machines, U.S Post Office, Morale, Welfare & Recreation (MWR) programs, or any other eligible retail location aboard the ship	Yes	No
Pay for goods and services ashore at any merchant displaying the MasterCard® logo, including online purchases	No	Yes
Obtain cash at the Disbursing Office	Yes	No
Load Card with value at the Disbursing Office	Yes	Yes
Check Open Loop Account value or obtain cash in local currency at an ATM ashore worldwide that displays the PNC®, MasterCard®, AFFN®, Allpoint®, Cirrus® or Pulse® logos[1]	No	Yes
Automatically load value from your military pay (requires participation in the Department of Defense's Split Pay Option program[2])	No	Yes
Check the value on your Card at a Navy Cash Kiosk	Yes	Yes
Move money between your Closed Loop Account and Open Loop Account using a Navy Cash Kiosk	Yes	Yes
Transfer money to, or receive money from, the Closed Loop Account of another Navy Cash cardholder or Visitor Card cardholder using a Navy Cash Kiosk	Yes	No
Request to transfer money electronically from your bank or credit union account to your Card at a Navy Cash Kiosk	Yes	Yes
Request to transfer money electronically from your Card to your bank or credit union accounts at a Navy Cash Kiosk	Yes	Yes
Change your PIN at a Navy Cash Kiosk	Yes	Yes
Complete a "Ship Check In" when you report aboard for duty at a Navy Cash Kiosk	Yes	Yes

A. Limitations on Transactions

All transactions are limited to the amount of money available on your Card.

Certain limits exist on the amount that may be withdrawn from ATMs or charged to your Card for purchases each day.

You may load no more than $400 on to your Card each day through a Bank Transfer.

The following limits apply to the Open Loop Account that is accessed by your Card:

- ATM daily limit - $1,000
- POS daily limit - $5,000
- Cash load daily limit - $1,000

The following limits apply to the Closed Loop Account that is accessed by your Card:

- POS daily limit – $1,000
- Cash load daily limit - $ 1,000

In certain situations (such as on-ship vending purchases), you may use your Closed Loop Account without a PIN to conduct up to $25 worth of transactions before a PIN-based transaction is required.

You cannot use your Closed Loop Account for ATM transactions.

You may call Navy Cash Customer Service at 1-866-3NAVYCASH (1-866-362-8922) if you need additional information about your limits.

During any interruption of an electronic funds transfer service, there may be additional limitations on the dollar amount and frequency of transactions. There also may be additional limitations on the types, frequency, timing and amount of transactions, without notice, for security purposes.

Please note that if you use your Card at an ATM or other terminal that is not owned by PNC, operators of those ATMs or terminals may impose limitations on the amount, number or frequency of transactions you may make with your Card.

You may transfer funds from your Open Loop Account to your Closed Loop Account up to the maximum value of your Closed Loop Account. Also, you may transfer up to the entire value of your Closed Loop Account to your Open Loop Account up to the maximum value of your Open Loop Account.

B. Split Pay Option

If you are an active duty Navy sailor or a Marine, you may choose to receive a portion of your pay on your Card through the DFAS Split Pay Option. If you choose to receive your wages via the Split Pay Option, you must enroll in the Split Pay Option separately. You will not be automatically enrolled in the Split Pay Option by obtaining and using this Card, and you may choose to receive your wages via direct deposit. If you choose to enroll in the Split Pay Option, you will be subject to the Split Pay Option's terms, conditions and limitations. Contact DFAS or the Disbursing Office for more information on the Split Pay Option.

[1] Please note that some ATMs and POS terminals may not accept the magstripe on your Card for transactions.
[2] The Split Pay Option is not associated with Navy Cash and is a program operated by DFAS. Contact DFAS or the Disbursing Office for more details.

C. FDIC Insurance
The value on your Card is insured by the Federal Deposit Insurance Corporation (FDIC) to the maximum amount permitted by law.

D. Negative Balances
Except as otherwise provided in this Agreement, when there are sufficient funds available on your Card, transactions initiated or authorized by you will be honored. A transaction may be dishonored when insufficient funds are available.

PNC and FRBB reserve the right to charge your Card for all transactions you initiate or authorize, even though a negative balance may be created, although PNC and FRBB have no obligation to do so. You will be liable for and must immediately correct any negative balance on your Card.

If you maintain a negative balance on your Card for more than 10 days, the amount of your negative balance will be deemed a debt owed by you to Treasury.

The Disbursing Officer may collect any debt owed. If you are no longer serving as part of a ship command and have been transferred to a shore command, the Disbursing Officer or DFAS may initiate a garnishment of wages or a miscellaneous pay checkage (pay deduction) to collect the debt owed. If you leave the service before you settle any negative balance on your Card, the Treasury may initiate proceedings to recover the debt owed.

If a Bank Transfer is returned for insufficient funds, you authorize PNC and FRBB to resubmit the Bank Transfer to your Linked Account.

If you have a negative balance in either your Open Loop Account or Closed Loop Account, subsequent credits to that account will be reduced by the amount of the negative balance.

E. Authorizations and Special Purchases With Your Open Loop Account
When you initiate a transaction with your Open Loop Account, a merchant may request a pre-authorization for that transaction. When a pre-authorization is provided to a merchant, a hold is placed on funds on your Open Loop Account in the amount the merchant is requesting. Once the final amount of the transaction is submitted by the merchant, your Open Loop Account will be debited for that amount.

Certain types of merchants, such as restaurants, gas stations, car rental agencies, hotels, cruise lines, beauty and barber shops, health and beauty spas, and taxis/limousines, generally obtain a pre-authorization to charge your Open Loop Account for an amount that may exceed the actual amount of your final purchase.

If the amount of the authorization exceeds the funds remaining in your Open Loop Account, your transaction may not be honored, even though the funds remaining on your Card are sufficient to cover the actual amount of your purchase. The amount of the authorization will be deducted from your available value until the completion of the purchase or transaction, or the expiration of the time period set for authorizations.

F. Deposit/Load Restrictions
All deposits, loads and transfers to your Card are subject to review for compliance with applicable law, including without limitation to Office of Foreign Assets Control (OFAC) compliance. This may result in delays in posting items to your Card or refusal to accept deposits or perform transfers. PNC, Treasury, and FRBB will have no obligation to provide you with notice of any non-payment, dishonor or protest regarding any items credited or debited to your Card.

G. Foreign Currency Transactions
All debits to your Card will be posted in U.S. dollars.

All Closed Loop Account transactions will be conducted in U.S. dollars.

Open Loop Account transactions made in a foreign currency are converted to U.S. dollar amounts by MasterCard, using the then current currency conversion procedure and rate. Currently, the currency conversion procedure and rate is either a wholesale market rate or a government-mandated rate in effect the day before the transaction processing date.

H. Expiration; Refund
Unless otherwise cancelled in accordance with the terms of this Agreement, your Card is valid until the expiration date that appears on your Card. Unless you are no longer eligible for a Card, upon expiration you may obtain a new Card. Contact the Disbursing Office or Navy Cash Customer Service to obtain a new Card.

If you are not eligible for a new Card or if you cancel your Card, and any funds remain on your Card, contact Navy Cash Customer Service at 1-866-3NAVYCASH (1-866-362-8922) or email navycash@frb.org for a refund of the remaining funds, less any outstanding transactions. If you have a Linked Account, a transaction may be initiated to refund any remaining funds on your Card to the Linked Account.

I. Cancellation; Termination
Your Card may be cancelled or electronic access to your Card terminated with or without cause and without prior notice to you. You shall remain responsible for charges that arise before or after termination.

2. Fees and Interest
Please refer to the List of All Fees for information about fees for the Open Loop Account. There are no fees for the Closed-Loop Account. Funds on your Card will not earn interest.

3. In Case of Errors or Questions about Your Transactions
A. *Open Loop Account Transactions* and *Electronic Funds Transfers*
Call Navy Cash Customer Service at 1-866-3NAVYCASH (1-866-362-8922), email navycash@frb.org, or write to Navy Cash Card Customer Service Unit, 3913 Riga Blvd., Tampa, FL 33619 as soon as you can, if you think an error has occurred on your Open Loop Account or with regard to an Electronic Funds Transfer. PNC allows you to report an error until 120 days after the transaction allegedly in error was debited or credited to your Card. You may obtain an electronic history of your Card transactions at any time at www.navycash.com, and you may request a written history of your Open Loop Account transactions at any time by contacting PNC (through Navy Cash Customer Service). You will need to tell PNC:

- Your name and Card number
- Why you believe there is an error, and the dollar amount involved.
- Approximately when the error took place.

If you tell PNC orally, PNC may require that you send your complaint or question in writing within 10 Business Days.

PNC will determine whether an error occurred within 10 Business Days after PNC hears from you and will correct any error promptly. If PNC needs more time, however, PNC may take up to 45 calendar days to investigate your complaint or question. If PNC decides to do this, PNC will credit your Card within 10 Business Days for the amount you think is in error, so that you will have the money during the time it takes PNC to complete its investigation. If PNC asks you to put your complaint or question in writing and PNC does not receive it within 10 Business Days, PNC may not credit your Card.

For errors involving new Cards, POS transactions or Foreign Transactions, PNC may take up to 90 calendar days to investigate your complaint or question. For new Cards, PNC may take up to 20 Business Days to credit your Card for the amount you think is in error.

PNC will tell you the results within 3 Business Days after completing its investigation. If PNC decides that there was no error, PNC will send you a written explanation.

You may ask for copies of the documents that PNC used in its investigation.

If you need more information about PNC's error-resolution procedures, call Navy Cash Customer Service at 1-866-3NAVYCASH (1-866-362-8922) or visit www.navycash.com.

B. *Closed Loop Account Transactions (Excluding Electronic Funds Transfers)*
If you believe an error has occurred on your Closed Loop Account for any transaction except an Electronic Funds Transfer, tell the Disbursing Officer or Navy Cash Customer Service as soon as possible. You are responsible for all Closed Loop Account purchases and withdrawals that are authorized using your Card.

4. Safeguarding Your Card
You agree that you will maintain the security of your Card at all times, keep it in a safe place, and not give your Card, or make it available, to any other person. If you permit other persons to use your Card, you are responsible for any transactions they authorize with your Card.

Take precautions to safeguard your Card and PIN at all times. Do not write your PIN on your Card or keep your PIN in the same place as your Card. If you share your PIN with another person, you have authorized that person to use your Card.

5. Your Liability in Case of Loss, Theft, or Unauthorized Transactions
Tell PNC (through Navy Cash Customer Service) AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe a transaction has been, or will be, made without your permission. Telephoning is the best way of keeping your possible losses to a minimum. Also, if your transaction history (provided to you online or through the mail) shows transfers that you did not make, tell us at once.

If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer funds from your Card without your permission, contact Navy Cash Customer Service by calling 1-866-3NAVYCASH (1-866-362-8922), emailing navycash@frb.org, or writing to Navy Cash Card Customer Service Unit, 3913 Riga Blvd., Tampa, FL 33619. In addition, contact the Disbursing Office.

A. *Open Loop Account Transactions* and *Electronic Funds Transfers*
You will not be liable for any unauthorized use of the Open Loop Account or unauthorized Electronic Funds Transfers if you notify PNC, through Navy Cash Customer Service, of the loss, theft or unauthorized use of your Card within 120 calendar days from the time the transaction is debited or credited to your Card. If you do not notify PNC (through Navy Cash Customer Service) within 120 calendar days, you may not get any money back you lost after 120 calendar days if PNC can prove that PNC could have stopped someone from making that transaction had you contacted PNC (through Navy Cash Customer Service) in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

B. *Closed Loop Account Transactions (Excluding Electronic Funds Transfers)*
Except as described in Section 5(A) of this Agreement, because the value of your Closed Loop Account is reflected on and accessed through the chip on your Card, funds in your Closed Loop Account are treated like cash and may not be recoverable if lost. You are responsible for all Closed Loop Account purchases and withdrawals that are authorized using your Card.

6. Stop Payments on Recurring Payments/Transfers
You understand and agree that you only have the right to stop payment on recurring preauthorized payments/transfers (and not any other types of transactions) made with your Open Loop Account.

If you have recurring payments/transfers from your Open Loop Account at least once every 60 days, you can stop those payments. In order to stop those payments, you must contact Navy Cash Customer Service at 1-866-3NAVYCASH (1-866-362-8922) or email at navycash@frb.org at least 3 Business Days before the payment/transfer is scheduled to be made. You will need to provide the following:

- Your name
- Card number
- Name of the person or company to whom the payment is scheduled to be made
- Amount of the payment/transfer you wish to stop

If you call, you may also be required to put your request in writing and provide it to Navy Cash Customer Service within 14 days after you call.

If the recurring payments/transfers from your Card will vary in amount, the person you are going to pay will tell you 10 days before each payment/transfer how much the payment/transfer will be and when it will be made. Or, you may tell the person you are going to pay to send you a notice only when the amount would fall out of the limits you have set.

If you order a stop payment of a recurring payment/transfer at least 3 Business Days or more before it is scheduled to occur, and the payment/transfer is not stopped, PNC will be liable for your losses or damages.

7. Receipts
Generally you will receive or have the option to receive a receipt at the time you enter into a transaction with your Open Loop Account using an ATM or POS terminal, and at the time you conduct an Electronic Funds Transfer at a Navy Cash Kiosk, to the extent required by applicable law. Receipts may not be provided for some transactions, including Foreign Transactions, transactions with your Closed Loop Account that are not Electronic Funds Transfers, and transactions that are $15 or less.

8. Remaining Card Value and Transaction History
You may obtain information about the amount of money you have remaining on your Card by calling 1-866-3NAVYCASH (1-866-362-8922). This information, along with a 12-month history of Card transactions, is also available online at www.navycash.com.

You also have the right to obtain at least 24 months of written history of transactions on your Open Loop Account by calling 1-866-3NAVYCASH (1-866-362-8922), or by writing us at navycash@frb.com or Navy Cash Card Customer Service Unit, 3913 Riga Blvd., Tampa, FL 33619. You will not be charged a fee for this information.

You may obtain information on the remaining value of your Open Loop Account or Closed Loop Account:

- At a Navy Cash Kiosk
- From the Disbursing Office
- From Navy Cash Customer Service
- At www.navycash.com

You also may obtain information on the remaining value of your Open Loop Account at an ATM ashore.

Card transaction history may be limited to the transactions received since the ship's last communication to shore.

Navy Cash Customer Service accepts relay calls from hearing impaired cardholders.

9. Failure to Make Transfers
If PNC does not complete an Electronic Funds Transfer to or from your Card on time or in the correct amount in accordance with the terms of this Agreement, PNC will be liable for your direct losses and damages. However, PNC will not be liable in the following circumstances:

- If, through no fault of PNC, you do not have enough money on your Card to make the Electronic Funds Transfer
- If the ATM where you are conducting the transaction does not have enough cash
- If the ATM, terminal or system was not working properly and you knew about the problem when you started the Electronic Funds Transfer
- If circumstances beyond PNC's control (such as fire or flood) prevent the transfer, despite reasonable precautions that PNC has taken
- If PNC has reason to suspect that the transaction is unauthorized, or PNC has placed restrictions on the use of the Card for security reasons
- If the funds in your Card are frozen (for example, because of a court order) and PNC is not legally permitted to complete the transaction
- If you have failed to use your Card, the ATM or other electronic device in accordance with PNC's instructions

There may be other instances, either stated in this Agreement or other applicable account or electronic transfer service agreements PNC has with you, in which PNC will not be liable for its failure to complete an Electronic Funds Transfer on time or in the correct amount.

10. Disclosure of Card Information
Information may be disclosed to affiliates or to third parties about your Card or any transaction on your Card in the following circumstances:

- Where it is necessary for completing transactions or to resolve disputes arising from Card transactions
- In order to verify the existence and condition of your Card for a third party, such as a merchant
- In accordance with your written instructions
- In order to comply with applicable law, court orders or subpoenas
- In accordance with the Privacy Act of 1974, as amended
- To protect or enforce PNC, FRBB or Treasury's legal rights
- If PNC, FRBB or Treasury otherwise deem appropriate, to the extent permitted by law

11. Your Duties and Liabilities
You agree to regularly review your Card value and transaction history (for your Open Loop Account and Closed Loop Account) to discover any unauthorized transactions or errors, and you agree to notify Navy Cash Customer Service of any unauthorized transactions in accordance with Section 5 of this Agreement.

12. Other Legal Terms
A. Governing Law
As this Agreement relates to you and PNC, it will be governed by applicable federal law and regulation, Federal Reserve Bank rules and Operating Circulars, local clearinghouse rules, and Automated Clearing House Rules, and where not in conflict with federal law, the laws of the State of Delaware, without regard to conflict of law principles.

As this Agreement relates to you and Treasury and FRBB, it will be governed by applicable federal law and regulation, Federal Reserve Bank rules and Operating Circulars, local clearinghouse rules, and Automated Clearing House Rules. Nothing in this Agreement shall be construed to recognize any state law as governing law as this Agreement relates to you and Treasury and FRBB.

B. Holds on Your Card
PNC, FRBB and Treasury may freeze or place a hold on your Card in order to investigate any dispute or claim. PNC, FRBB and Treasury will not be liable for any dishonor of a transaction that results.

C. Legal Process
Should any legal process or legal notice be received instructing us to restrict your Card use, withhold, seize or turnover funds on your Card, or otherwise affect your Card, you acknowledge and agree that PNC, FRBB and Treasury may comply with such legal process or legal notice. In complying with any legal process or legal notice, you acknowledge and agree that PNC, FRBB and Treasury may limit or suspend access to your Card, refuse to permit withdrawals or transfer from or loads to your Card, and take any other action PNC, FRBB and Treasury deem appropriate or legally required in PNC, FRBB or Treasury's discretion, without regard to the ownership or original source of the funds on your Card. PNC, FRBB and Treasury will not contest any legal process or legal notice on your behalf.

D. Changes to this Agreement
The terms of this Agreement, including any fees and/or features of the Card, may be changed from time to time and for any reason, except as prohibited by applicable law. If required by applicable law, you will be notified of changes.

E. Notices
Notices from you will be effective upon receipt by Navy Cash Customer Service and reasonable time to process. Unless otherwise noted, all notices and amendments to this Agreement will be posted via Navy Plan of the Day notes, through the Navy Cash website (www.navycash.com), through the e-mail address you provide to us, or through other available means.

F. Waiver
Failure by PNC, FRBB, or Treasury to exercise any rights under this Agreement shall not be deemed a waiver of any of these rights.

G. Non-Transferable
Any rights in your Card are not transferable except in accordance with applicable law.

H. Severability
In the event that one or more provisions of this Agreement shall for any reason be held invalid or illegal, such holding will not affect the enforceability of any other provision.

I. Force Majeure and Availability
PNC, FRBB and Treasury will have no liability for any delays or failure of performance caused in whole or in part by fire, labor disputes, power failures, acts or omissions of civil authorities, civil disturbances, computer malfunction, or any causes beyond our control. Neither PNC, FRBB nor Treasury represents or warrants that the value on your Card will always be accessible or accepted as payment.

J. Limitation of Liability
You agree that in performing the duties imposed under this Agreement in no event will PNC, FRBB and Treasury be liable for any consequential, indirect or special damages.

K. Call Recording; Consent of Service Calls
By providing telephone number(s) to PNC, FRBB or Treasury at any time, you authorize PNC, PNC's affiliates, FRBB, Treasury and any designees to contact you regarding this Card at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or by sending prerecorded messages or text messages, even if charges may be incurred for the calls or text messages; and you consent that any phone call with us may be monitored or recorded by us.

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Navy Cash Visitor Card Terms and Conditions

This Agreement governs the issuance and use of your Visitor Card. By obtaining or using a Visitor Card, you agree to the terms and conditions set forth in this Agreement, which is subject to amendment from time to time in accordance with applicable law. Further, you agree that this Agreement is binding on your successors, representatives and assigns.

Definitions

"Agreement" means these Navy Cash Visitor Card Terms and Conditions.
"Business Days" are Monday through Friday, excluding federal holidays.
"Closed Loop Account" means the portion of your Visitor Card or of a Navy Cash Card that may be used to make transactions on ship using the chip embedded in the Visitor Card or Navy Cash Card.
"Disbursing Office" or "Disbursing Officer" means the Disbursing Office or Disbursing Officer on-ship.
"FRBB" refers to Federal Reserve Bank of Boston, a fiscal agent of the United States for the purpose of servicing the Visitor Card.
"Navy Cash Kiosk" means the Navy Cash self-service terminals on Navy ships and at U.S. military bases.
"PNC" refers to PNC Bank, National Association, a national banking association and a financial agent of the United States for the purposes of issuing and operating the Visitor Card.
"Visitor Card" means the Navy Cash Visitor Card issued to you by PNC, and includes a Closed Loop Account.
"Treasury" refers to the United States Department of the Treasury.
"You" and **"your"** refer to the person to whom a Visitor Card is provided.

1. Your Navy Cash Visitor Card
A. Using Your Visitor Card
You will be solely and completely responsible for the possession, use and control of the Visitor Card. You must surrender the Card to the Disbursing Officer immediately upon request.

You may use your Visitor Card in the following ways:

- Pay for purchases or services on-ship, such as from the ship's store, vending machines, U.S. Post Office, and Morale, Welfare & Recreation programs, programs, or any other eligible retail location on ship
- Load Visitor Card with value at the Disbursing Office
- Obtain cash at the Disbursing Office
- Transfer money to, or receive money from, the Closed Loop Account of another Navy Cash cardholder or Navy Cash Visitor Card cardholder at a Navy Cash Kiosk

B. Limitations on Transactions
All transactions are limited to the amount of money available on your Visitor Card.

Except as otherwise provided in this Agreement, when there are sufficient funds available on your Visitor Card, transactions initiated or authorized by you will be honored. A transaction will be dishonored if your Visitor Card has insufficient funds available.

C. FDIC Insurance
The balance on your Visitor Card is insured by the Federal Deposit Insurance Corporation (FDIC) to the maximum amount permitted by law.

D. Deposit/Load Restrictions
The maximum daily deposit/load limit is $1,000.

PNC, FRBB and Treasury reserve the right to accept or reject any request to load value to your Visitor Card at our sole discretion.

All deposits, loads and transfers to your Visitor Card are subject to review for compliance with applicable law, including without limitation to the Office of Foreign Asset Control (OFAC) compliance. This may result in delays in posting items to your Visitor Card or refusal to accept deposits or perform transfers. PNC, FRBB and Treasury will have no obligation to provide you with notice of any non-payment, dishonor or protest regarding any items credited or debited to your Visitor Card.

E. Expiration; Refund
Unless otherwise cancelled in accordance with the terms of this Agreement, your Visitor Card is valid until the expiration date that appears on your Visitor Card. Your Visitor Card will be deactivated after you leave the ship on which the card was provided to you.

To receive any value that remains on your Visitor Card, you must return your card to the Disbursing Office before you leave the ship on which the card was provided to you.

F. Cancellation; Termination
Your Visitor Card may be cancelled or electronic access to your Visitor Card terminated with or without cause and without prior notice to you. You shall remain responsible for authorized charges that arise before or after termination.

2. Adding Funds to Your Visitor Card
You may add funds to your Visitor Card in the following ways:

- Deposit cash or checks through the Disbursing Office
- Receive value from another Closed Loop Account

3. Navy Cash Kiosks
You may use your Visitor Card at a Navy Cash Kiosk to perform the following:

- Change your PIN
- Check the value of your Visitor Card
- Transfer value between your Visitor Card and another Visitor Card or the Closed Loop Account of a Navy Cash Card