

## REWARDS PROGRAM TERMS

Last updated: September 1, 2018

If you participate in the My Rewards Premium Card Program, please review Section 14 below, and click [here](#) for the Benefit Guide.

Capital Bank (“Program Sponsor” or “Financial Institution”) has chosen Velocity to administer the Rewards Program available to certain of its account holders. Velocity requires that all Participants comply with all terms and conditions set forth below. If you participate in the My Rewards Premium Card Program (the “MRPC Program”), the Terms and Conditions (as defined below) are between you and My Rewards, LLC. If you do not participate in the My Rewards Premium Card Program, the Terms and Conditions (as defined below) are between you and Velocity Solutions, LLC. My Rewards, LLC and Velocity Solutions, LLC (each referred to as “Velocity” “we”, “us”, “our” and “Provider”, as applicable) provide the Rewards Program and Rewards Program Website to you strictly subject to these Rewards Program Terms, the Privacy Policy, the MRPC Program Terms, and the Velocity Master Terms of Use (collectively, the “Terms and Conditions”).

PLEASE REVIEW THESE TERMS CAREFULLY BEFORE PARTICIPATING IN THE REWARDS PROGRAM OR USING THE REWARDS PROGRAM WEBSITE. BY PARTICIPATING IN THE REWARDS PROGRAM OR USING THE REWARDS PROGRAM WEBSITE, YOU WILL HAVE INDICATED YOUR ACKNOWLEDGEMENT AND AGREEMENT TO BE GOVERNED BY EACH TERM, CONDITION, AND DISCLAIMER IN THE SERVICE AGREEMENTS. IF YOU DO NOT AGREE TO THE TERMS, CONDITIONS AND DISCLAIMERS IN THE SERVICE AGREEMENTS, YOU ARE NOT AUTHORIZED TO PARTICIPATE IN THE REWARDS PROGRAM OR USE THE REWARDS PROGRAM WEBSITE.

### 1. Definitions

“Contact Address” means P.O. Box 2600, Wilmington, NC 28402, Attn: Rewards Program

“Participant” means a person or entity participating in the Rewards Program.

“Points” means intangible personal property points provided by Velocity to Participants under the Rewards Program that are redeemable for Rewards.

“Rewards” means the rewards gifts catalogued on the Rewards Program Website for which Points may be redeemed in the Rewards Program.

“Rewards Program” means that rewards and incentive program administered by Velocity on behalf of Financial Institution through which the Rewards Program Website is made available to a Participant for Points redemption.

“Rewards Program Website” means that website maintained and administered by us from which you have accessed these Rewards Program Terms.

### 2. Terms and Conditions Subject to Change

We may add to, remove and/or reduce, terminate, or modify all or any portion of the Service Agreement(s) at any time in our sole discretion and without notice to you. Changes made will become effective from the “Last Updated” date at the top of this page and accessed at

[www.capitalbanktxrewards.com/rewardsprogramterms](http://www.capitalbanktxrewards.com/rewardsprogramterms) or by writing to our Contact Address. You are responsible for making sure you have the most current version of all Terms and Conditions. Terms and Conditions may be amended only by us as described above, and not through any course of dealing or oral communications. Our acceptance, debit, or deposit of any payment made by you to us or notation on any document sent by you to us does not constitute an amendment of any Service Agreement by us.

### 3. Eligible Participants; Obligations of Participants

Only United States residents who are 18 years of age or older and business entities having their principal office in the United States may participate in the Rewards Program. Velocity reserves the right at any time to further limit participation in the Rewards Program.

Participants must only participate in the Rewards Program if and to the extent such participation is permitted by such laws, rules and regulations. Velocity may refuse to enroll a Participant, or to restrict, modify or terminate a Participant’s participation in the Rewards Program, without liability to the Participant or any other party, if a Participant violates any law, rule or regulation, or if a Participant’s participation in the Rewards Program could violate any law, rule or regulation. Participants agree to comply with all applicable laws, rules and regulations when accessing and participating in the Rewards Program.

Participants must provide accurate and true information to Velocity at all times and must promptly notify Velocity of any change in shipping address (mail or email) by updating their personal information at the Rewards Program Website. To view and access Rewards and to redeem Points for available Rewards, you must have and maintain an operational email account able to receive notices and correspondence relating to the Rewards Program.

Participants must not abuse Rewards Program privileges by engaging in conduct that is detrimental to Velocity or the Program Sponsor, including, without limitation, attempting to earn Points or redeem Points through fraudulent or unethical means, or in a manner inconsistent with or contrary to the Terms and Conditions. If you attempt to abuse the Rewards Program, or fail to comply with the Terms and Conditions, Velocity may, without limitation, cancel and void all Points and related certificates, terminate your participation in the Rewards Program, and/or cancel any MRPC Program Debit Card belonging to you or an Accountholder. Velocity shall be the sole arbiter in cases of suspected abuse, fraud or violation of its rules and any decision it makes relating to termination of participation (including cancellation of Points) shall be final and binding.

### 4. Redemption of Points

All Points are either (i) electronically deposited to your Rewards Program account if this option is made available by your Program Sponsor (this method of electronic deposit of Points is referred to herein as “eDeposit” and may or

may not be available for your particular Rewards Program and/or your particular Program Sponsor); or (ii) evidenced by certificates issued by Velocity which contain a unique certificate number and a specific number of Points. Points received by eDeposit are herein referred to as "eDeposit Points", while Points evidenced by certificates are herein referred to as "certificated Points".

Points are redeemed through the Rewards Program Website, or by submitting a paper order form which may be obtained by calling 910-202-2214 and may be submitted via standard mail sent to our Contact Address. Points may be redeemed only for Rewards offered by Velocity that are available at the time of redemption. POINTS MAY NOT BE REDEEMED FOR CASH, CHECK OR CREDIT. POINTS HAVE NO CASH VALUE. At the time of redemption, Participants may be asked for identification suitable to Velocity in its discretion. ALL POINTS EXPIRE TWO YEARS FROM THE FIRST DAY OF THE MONTH IN WHICH THE POINTS WERE ISSUED AND UPON SUCH EXPIRATION BECOME VOID, UNLESS OTHERWISE STATED ON A CERTIFICATE, OR NOTIFIED TO YOU IN WRITING. NO REPLACEMENTS WILL BE MADE FOR LOST, STOLEN OR DAMAGED CERTIFICATES.

Points will be subtracted from a Participant's account once a Reward is requested, and any certificates representing those Points will become void once redeemed. A Participant may not cancel the order or substitute another Reward for the one ordered except as otherwise provided in these Rewards Program Terms. No refunds of Points will be made for any reason.

## **5. Product Exchanges**

Product exchanges will be made upon the following terms and conditions:

a. For item(s) damaged prior to receipt by the Participant, the Participant may (a) contact member services for the program for assistance, or (b) mail the item(s) to the address specified by Velocity on the return form included in the product shipment or specified on this website, and enclose a notation indicating the problem with the item(s). Replacement item(s) will be sent to the Participant, and the postage required for the return will be refunded to the Participant.

b. For item(s) not damaged, but for which the Participant desires a replacement, the Participant may exchange the item(s) for any other item(s) then currently available for the same number of Points or for a lesser number of Points. If the exchange is for an item available for a lower number of Points, no Points will be refunded. The Participant may return the exchanged item(s) to the address specified by Velocity on the return form included in the product shipment or specified on this website and must enclose \$3.50 for postage and handling. Velocity will replace the returned item(s) with the requested item(s). The cost of the return postage will not be refunded to the Participant.

Notwithstanding anything to the contrary:

- No returns or exchanges will be accepted for any reason after 90 days from the date of the order.
- No Points will be refunded or redeposited in the event of any return or exchange.

- If an item requested to be sent as a replacement or exchange is not available, then Velocity reserves the right to substitute another item of equal or greater value (as determined by Velocity).

## **6. Rewards Subject to Availability and Provider Requirements.**

Velocity strives to maintain adequate inventories of Rewards. However, items are occasionally discontinued or unavailable.

You may only use Points for Rewards that are currently available. Certain Rewards may only be available for specific time periods. Some Rewards may have additional terms and conditions specific to such Reward; the detailed terms and conditions for a specific Reward are available on the Rewards Program Website or by written request sent to our Contact Address.

Velocity reserves the right to replace any Reward item ordered with an item of equal or greater value (as determined by Velocity). Velocity also reserves the right from time to time to increase the number of Points required for certain items and to correct any errors in Rewards Program catalogs, Benefit Guide, or on the Rewards Program Website without notice.

When you use or redeem Points to receive Rewards, you release us and all of our affiliates from any and all liability for your use of Points, for your use of the Rewards, and for your participation in the Rewards Program.

## **7. Shipping and Delivery**

To the extent we make shipping and delivery available, we will pack Rewards item(s) in accordance with our standard practices. You may be provided with available options to choose the method of shipment and timing of delivery for the applicable item(s) ordered, and in such an event, you will be charged shipping and handling charges accordingly. Title to item(s) and risk of loss will pass to you upon our delivery of item(s) to the carrier. Scheduled shipment dates are generally estimates only; however, we anticipate that we will make commercially reasonable efforts to meet the scheduled shipment dates, but in no event will we be liable for any loss, damage, or penalty resulting from any delay in shipment or delivery.

## **8. Non-Transferability of Points**

Points may not be transferred voluntarily or involuntarily to any other person or account. Points are void if transferred. Points may not be sold, bartered or exchanged. Additionally, Points cannot be transferred by operation of law, including, without limitation, by inheritance, in bankruptcy or in connection with a divorce.

## **9. Termination of Accounts; Discontinuation of Rewards Program**

If a Participant objects to any portion of the Terms and Conditions, or any subsequent modifications thereto, or become dissatisfied with the Rewards Program, the Participant's only recourse is to immediately discontinue participation in the Rewards Program and terminate the Participant's relationship with Velocity. At such time, all Points will be forfeited.

Velocity reserves the right to terminate any Participant's account if that Participant has been inactive for any given period of 24 consecutive months. A

Participant shall be considered "inactive" for such time as the Participant has not added Points or certificates for Points to the Participant's account or redeemed Points for rewards. Upon termination of an inactive account, the accrued Points will be cancelled.

Velocity reserves the right to change, modify or discontinue the Rewards Program with or without notice to the Participant. Velocity shall not be liable to the Participant should Velocity exercise its right to modify or discontinue the Rewards Program.

#### 10. Disclaimer of Warranties Specific to Rewards Program

**YOU EXPRESSLY AGREE THAT YOUR USE AND PARTICIPATION IN THE REWARDS PROGRAM IS AT YOUR SOLE RISK. YOU ACKNOWLEDGE THAT THE REWARDS PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE, THE PROGRAM SPONSOR, THIRD PARTY BENEFIT PROVIDERS, AND OUR LICENSORS AND VENDORS ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS OR FOR ANY INFORMATION OR CONSEQUENCES RESULTING FROM YOUR USE OF THE REWARDS PROGRAM. MOREOVER WE, THE PROGRAM SPONSOR, OUR THIRD PARTY BENEFIT PROVIDERS, AND OUR LICENSORS AND VENDORS ARE NOT RESPONSIBLE FOR ANY TECHNICAL ISSUES EXPERIENCED BY YOU. WE, THE PROGRAM SPONSOR, OUR THIRD PARTY BENEFIT PROVIDERS, AND OUR LICENSORS AND VENDORS MAKE NO AND EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROGRAM, INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE, THE PROGRAM SPONSOR, OUR THIRD PARTY BENEFIT PROVIDERS, AND OUR LICENSORS AND VENDORS DISCLAIM ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE REWARDS PROGRAM (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. YOU HEREBY ASSUME ALL RISKS RELATING TO THE FOREGOING.**

#### 11. Limitation of Liability Specific to Rewards Program

*For the avoidance of doubt, this Limitation of Liability section is in addition to the limitation of liability set forth in the Velocity Master Terms of Use.*

**WE SHALL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL, RELATING TO THE REWARDS PROGRAM, THE PRODUCTS FOR WHICH POINTS ARE REDEEMED, OR ANY CONSEQUENCES FLOWING THEREFROM OR RELATED THERETO, INCLUDING LOST PROFITS. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR**

**INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MIGHT NOT APPLY TO YOU.**

**OUR LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY YOU AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF US AND OUR DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, INDEPENDENT CONTRACTORS, SHAREHOLDERS, REPRESENTATIVES AND AGENTS RESULTING FROM ANY SUCH CLAIMS, EITHER JOINTLY OR SEVERALLY, SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00). This limitation of liability is a bargained-for exchange in connection with our permitting your participation in the Rewards Program.**

OUR THIRD PARTY BENEFIT PROVIDERS, LICENSORS, VENDORS, AND THE PROGRAM SPONSOR WILL NOT BE SUBJECT TO ANY LIABILITY TO YOU IN CONNECTION WITH ANY MATTER WHATSOEVER.

We are not responsible for any damages or losses that result from participating or being unable to participate in the Rewards Program, or reliance on or use of information, services or merchandise provided on or through the Rewards Program.

We are not responsible for any actions, representations or omissions of Program Sponsors. No third party, including without limitation any Program Sponsor, shall have the authority or ability to change any term or condition of the Rewards Program, and Participant shall have no right to rely on any information from any third party with respect to the actual terms and conditions of the Rewards Program.

Participants acknowledge and agree that Velocity neither endorses the contents of Program Sponsor advertisements or websites, nor assumes responsibility or liability for the accuracy of material contained therein, or any infringement of third party intellectual property rights arising therefrom, or any fraud or other crime facilitated thereby.

Velocity is not responsible and assumes no liability for any changes or discontinuances of services from providers, which may affect offers or the accrual of Points.

**ALL CLAIMS ARISING FROM THESE REWARDS PROGRAM TERMS MUST BE BROUGHT WITHIN NINETY (90) DAYS AFTER THE EVENT GIVING RISE TO THE CLAIM OCCURRED.**

#### 12. Tax Consequences

Participants are responsible for the tax consequences, if any, of their participation in the Rewards Program, and specifically the issuance, use, and redemption of Points. Velocity does not make any representations or warranties regarding any tax implications arising from the receipt of Points, the redemption of Points or participation in the Rewards Program. If the receipt of Points, the redemption of Points or participation in the Rewards Program results in any

income tax or other tax liability to a Participant, all such tax liability will be borne by the Participant. Velocity disclaims all responsibility for any such taxes.

### 13. Force Majeure

In no event shall Velocity be liable or responsible for any breach, default, or delay in the performance of any of its obligations in connection with the Rewards Program occasioned by occurrences or contingencies considered “force majeure” including, but not limited to, delay caused by inability to obtain transportation, inability to obtain materials, delay in transit from a manufacturer or supplier or failure to make delivery by a manufacturer or supplier, shortage of fuel, failure of technology, failure of sources of supplies, breach or default by a supplier, strike, lock out, labor disputes, disasters, fire, flood, accident, invasion, riot, war, revolution, embargo, restraint, acts of God, disease, epidemic, public health crisis, substantial increases in the price of goods, materials, parts, supplies, shipping costs, customs duties, taxes or other costs, failure of electronic equipment, software and/or Internet service, the value of the Chinese Yuan or other Chinese currency no longer being tied to the value of the United States dollar, demand of the United States or any other government, failure of Participant to perform its obligations under these Rewards Program Terms, or any other cause or contingency beyond Velocity's control which shall prevent or materially impair Velocity from performing in the normal and usual course of its business in a profitable fashion.

### 14. My Rewards Premium Card Program Additional Terms and Conditions (“MRPC Program Terms”)

If you participate in the MRPC Program, then in addition to all other terms and conditions set forth in these Rewards Program Terms, the terms and conditions of Section 14 also apply to you.

A. Definitions. For purposes of this Section 14 only, the terms below have the following defined meanings:

“Account” means any MRPC Program-eligible account(s) you have with the Financial Institution.

“Accountholder”/ “Accountholders” means any individual identified by the Financial Institution as an authorized signer on an Account. There may be one or more Accountholders for any single Account.

“Benefit”/“Benefits” means those perks, programs and services included in your MRPC Program, as may be modified from time-to-time in our sole discretion, and provided to Participants based on the Participant’s selected MRPC Program level and the terms set forth in the Benefit Guide.

“Benefit Guide” means the description of benefits accessible at [www.capitalbanktxrewards.com/benefitguide](http://www.capitalbanktxrewards.com/benefitguide) or obtained via written request sent to our Contact Address. The Benefit Guide is incorporated by reference into the MRPC Program Terms.

“Business Day” means Monday through Friday, other than a United States Federal holiday or corporate holiday.

“Enrollment” / “Enrolled”, means a Participant that has (i) submitted a MRPC Program enrollment application and automated clearing house (ACH) authorization to us via direct mail, online application, in-person at a Financial Institution’s physical location under the supervision and assistance of an authorized Financial Institution representative, or via properly authenticated telephonic submission and authorization via our customer service center; and (ii) whose enrollment application and ACH authorization have been accepted and approved by us; (iii) who is current in the payment of all fees and expenses necessary to continue participation in the MRPC Program; and (iv) who has not cancelled, and has not had cancelled by us, the enrollment and authority effectuated by the enrollment application and ACH authorization.

“My Rewards™ App” means that mobile device application made available by us for download and use in association with the MRPC Program from the Apple® App Store®, Google Play and/or the Amazon Appstore.

“Participant”/“you”/“your”, the individual Enrolled in the MRPC Program, their agents, successors, and/or assigns.

“MRPC Program” means the MY REWARDS™ PREMIUM CARD PROGRAM as a whole, without regard to any particular MRPC Program level. The MRPC Program is a form of Rewards Program.

“Gold Program” means that MRPC Program level associated with and reflected by the issuance to Participant of an eligible GOLD DEBIT CARD.

“Platinum Program” means that MRPC Program level associated with and reflected by the issuance to Participant of an eligible PLATINUM DEBIT CARD.

“Business Platinum Program” means that MRPC Program level associated with and reflected by the issuance to Participant of an eligible BUSINESS PLATINUM DEBIT CARD.

“MRPC Agreements” means, collectively, the terms and conditions of any Benefit provided by a Third Party Benefit Provider, any Financial Institution membership and/or account agreements, the Financial Institution Account Opening Documentation, the Benefit Guide, the Refund Policy, the My Rewards™ App End User License Agreement, the MRPC Program App Terms of Service, and the MRPC Program App Privacy Policy. All MRPC Agreement are hereby incorporated by reference into the MRPC Program Terms.

“Program Debit Card” means a MRPC Program-eligible debit card associated with an Account and belonging to an Enrolled Participant.

“Third Party Benefit Provider”/“Third Party Benefit Providers” means any one or more of the third-party vendors, merchants and service providers that provide to Participants any one or more of the Benefits offered via the MRPC Program, specifically including any cash-back benefits in the case of the third-party merchants, and each of their respective agents, officers, successors and assigns.

**“Total Program Fee”** means all combined First Card Fee(s) and Added Card Fee(s) (each as identified in the Monthly Program Fees table below) associated with an Account and payable monthly by a Participant to participate in the MRPC Program.

**B. About the MRPC Program.** Depending on the Program Debit Card you select, the MRPC Program provides you with access to certain Benefits described in the Benefit Guide. We may add to, remove and/or reduce, terminate, or modify Benefits at any time in our sole discretion and without notice to you. Subject to the individual Benefit eligibility criteria, all Benefits will be available to you on or before the third (3rd) business day of your MRPC Program Enrollment.

**C. Eligibility Requirements.** In order to be and remain an eligible MRPC Program participant, you minimally must (i) be at least 18 years of age, (ii) maintain an Account in good standing at Financial Institution, (iii) be issued a Program Debit Card in association with the aforementioned Account, (iv) have Enrolled in the MRPC Program, and (v) be current in the payment of all MRPC Program fees and charges assessed to participate in the MRPC Program. You agree to keep your name, address, and telephone number on your Account accurate and current. If the Account associated with your Program Debit Card is closed or “frozen” for any reason, we reserve the right to immediately discontinue the provision of any or all Benefits to you and immediately terminate your MRPC Program Enrollment. On the closing of your Account and opening of a new Account, we may require that you complete another registration to become Enrolled in the MRPC Program providing your new Account information.

**D. Program Fees.** Your Total Program Fee is dependent upon the MRPC Program level that you select at Enrollment or thereafter, and the number of Program Debit Cards requested. If your debit card’s program level is not identified below, your current debit card is not a Program Debit Card and you should consult an authorized Financial Institution representative to discuss MRPC Program Enrollment and how to obtain a Program Debit Card:

Monthly Program Fees		
Program Level	First Card Fee	Added Card Fee
Gold	\$9.95	\$9.95
Platinum	\$14.95	\$14.95
Business Platinum	\$19.95	\$19.95

Any MRPC Program-eligible Account holder on your Account may be issued a Program Debit Card at the Account holder’s direct request. Your Total Program Fee is equal to your MRPC Program level’s First Card Fee, plus the Added Card Fee multiplied by the number of Additional Cardholders that you have enrolled on the Account. The current monthly MRPC Program fees are shown above. Except as expressly prohibited by the federal Electronic Fund Transfer Act (15 U.S.C. 1693 et seq.), First Card Fees and Added Card Fees may be modified by us at any time in our sole discretion by revision of these Terms.

Unless you have Enrolled in the MRPC Program using a promotion code, your initial Total Program Fee will be billed to and automatically debited from your Account on the next chronological ACH Debit Day (as defined in this paragraph)

following a fourteen (14) day period from our receipt of your Enrollment. “ACH Debit Day” means the 1st, 8th, 15th or 23rd of any given month. The ACH Debit Day to which the debit of your initial Total Program Fee coincides will be known as your “Monthly Debit Day” and all debits subsequent to the debit of your initial Total Program Fee will occur monthly on your Monthly Debit Day. If you have Enrolled in the MRPC Program using a promotion code, your initial Total Program Fee will be billed to and automatically debited from your Account on the next ACH Debit Day following the expiration of any promotional or “free trial” period that may be specified in the promotion associated with the promotion code, and such date will be known as your Monthly Debit Day. If the ACH Debit Day or Monthly Debit Day does not fall on a Business Day, debits will be made on the next available Business Day.

In addition to the Total Program Fee, we may make a one-time debit of your Account of \$25.00 for each scheduled Total Program Fee payment that is returned unpaid due to insufficient or uncollected funds (an “NSF payment”), and we may re-initiate a Total Program Fee payment returned as an NSF payment on a date that is not your ACH Debit Day nor your Monthly Debit Day.

**E. Program Cancellation.** An Enrollment remains active until a Participant cancels the Enrollment (i) online at [www.capitalbanktxrewards.com/cancel](http://www.capitalbanktxrewards.com/cancel), (ii) by speaking to a live representative by telephone at (877) 702-3401 or (iii) by written notice sent to our Contact Address. These are the only effective methods whereby a Participant may cancel an enrollment. Cancellation of an Enrollment requires three (3) Business Days’ notice received by us, and scheduled MRPC Program debits occurring within three (3) Business Days of our receipt of a cancellation notice may still be debited from a Participant’s Account despite the cancellation notice received by us. MRPC Program fees debited from a Participant’s Account are non-refundable unless otherwise determined by us in our sole discretion. In addition, we may end your participation in the MRPC Program at any time in our sole reasonable discretion in order to protect you, us, or Financial Institution from harm or compromise of integrity, security, reputation, or operation.

**F. Bonus Points, Enhanced Rewards & Exclusive Perks Benefit.** As a Participant in the MRPC Program, you are eligible to receive enhanced Points and Rewards benefits for authorized transactions using your Program Debit Card.

1. **Using the Program Debit Card.** Your ability to earn Points in association with the use of your Program Debit Card is conditioned upon your Enrollment in the MRPC Program as explained in these Terms. Points are not earned through this MRPC Program for eligible expenditures made prior to your Enrollment date. The following transactions are not MRPC Program-eligible purchases and/or expenditures, and you will not earn any Points for these transactions: (a) purchases made in any manner other than via use of your Program Debit Card; (b) redemption of Points in exchange for Rewards; and (c) fees and charges associated with the MRPC Program, the Benefits, your Program Debit Card or your Account (such as the Total Program Fee, any First or Added Card Fees, etc.). The above itemization of MRPC Program ineligible transactions



is not exhaustive, but illustrative, and we reserve the right to determine whether a purchase or expenditure is MRPC Program eligible on a case-by-case basis and in our sole discretion.

2. Earning Points.

a. Gold Program. Subject to these Rewards Program Terms, you will earn three (3) Points for every one hundred dollars (\$100) for authorized transactions charged for an eligible purchase made with your Gold Program Debit Card.

b. Platinum and Business Platinum Program. Subject to these Rewards Program Terms, you will earn five (5) Points for every one hundred dollars (\$100) for authorized transactions charged for an eligible purchase made with your Platinum or Business Platinum Program Debit Card.

c. Limitations and Calculation of Points Earned. The Points multipliers set forth for each of the MRPC Programs above apply to the points-per-dollar spent ratio in the Financial Institution's Rewards Program. It does not apply to special offers, or other methods whereby you may accrue Points other than via points-per-dollar spent use of your Program Debit Card. Eligible transactions are purchases for goods and services minus returns and other credits.

d. Cash Back and Bonus Points. You are automatically eligible to receive cash back ("**Cash Back**") and bonus points ("**Bonus Points**") for online purchases made through the Rewards Program Website. You must create an account through the Rewards Program Website to receive Cash Back or Bonus Points. All purchases must be made by clicking on the specific merchant after logging into the Rewards Program Website for you to earn Cash Back and/or Bonus Points ("**Qualifying Transactions**"). Accrual of Cash Back and/or Bonus

Points for Qualifying Transactions vary in the sole discretion of us and the participating merchants (i.e., every merchant will not necessarily allow accrual of Cash Back and/or Bonus Points at the same rate for Qualifying Transactions). To determine the allocation between Cash Back and Bonus Points applicable to you specifically, you must log into the Rewards Program Website and select whether you want to earn 100% Cash Back, 100% Bonus Points, or some combination of Cash Back and Bonus Points (i.e., 25% Cash Back/75% Bonus Points, 50% Cash Back/50% Bonus Points, or 75% Cash Back/25% Bonus Points). If you do not log in to the Rewards Program Website and select your desired allocation of Cash Back versus Bonus Points, you will be defaulted to a 100% Bonus Points allocation. For questions about Cash Back, Bonus Points or Points, generally, earned on a transaction under this MRPC Program, call the number on the back of your Program Debit Card or visit the Rewards Program Website for more information about Rewards and Points.

3. Purchase Reversals and Forfeiture of Points. If you reverse a transaction made with your purchased with your Program Debit Card (e.g. you return an item you purchased with your Program Debit Card back to a merchant), the statement credit you receive in your MRPC Program-eligible checking account will cause Points earned from the purchase transaction to be deducted from your Program account.

G. Account Number Masking. For security reasons, your full Account number, full Social Security Number and certain other identifying data will not be stored by us anywhere, including on the Rewards Program Website. You acknowledge and consent to our use of a masked account number (for example, "\*\*\*\*\*6789" instead of "123456789") as a true and accurate representation of your full Account number for all correspondence, confirmation e-mails, and cancellation e-mails.