

Last Revised and Effective Date: August 7, 2014

MY REWARDS™ DEBIT CARD PROGRAM TERMS & CONDITIONS

NOTICE REGARDING ARBITRATION, JURY TRIALS, AND CLASS ACTIONS

PLEASE NOTE:

THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

Contact Us

If you have questions regarding anything contained in these Terms & Conditions, or you would like to order a paper hard copy of these Terms & Conditions, please contact us at 855-798-9989.

Contained in this document are the Terms and Conditions for the MY REWARDS™ DEBIT CARD PROGRAM. The terms utilized in this document shall have the definitions accorded them in Section I below, excepting those terms that are not defined in Section I below which shall have their normal and customary meaning.

I. DEFINITIONS.

"Program" shall refer to the MY REWARDS™ DEBIT CARD PROGRAM.

"Terms & Conditions" shall refer to the full contents of this document, including without limitation the terms, provisions, clauses, obligations, rights and remedies applicable to or enforceable against My Rewards, LLC or any participant in the Program, or those terms, conditions, provisions, obligations rights or remedies contained in this document and applicable to or enforceable against any third-party provider.

"My Rewards™", "we", "us", or "our", as the context may require, shall refer to My Rewards, LLC, its officers, directors, employees, agents, successors, and/or assigns, including without limitation our affiliate retailers and/or merchants, and each of the third party benefit providers that may provide benefits per the terms and conditions stated herein.

"Participant", "you", or "your", as the context may require, shall refer to any and all Program participants enrolled in any level of the Program, their agents, successors, and/or assigns.

"Financial Institution" shall refer to Peoples Bank of Alabama.

"Service Agreements" shall refer to, collectively and in conjunction, these Terms & Conditions, any Financial Institution membership and/or account agreements, the Financial Institution Account Opening Documentation, the My Rewards™ Apple® App StoreSM Application (the "My Rewards™ App") End User License Agreement, the My Rewards™ App Terms of Service, The My Rewards™ App Privacy Rewards, the terms and conditions and privacy policies associated with the My Rewards™ website found at URL: <http://www.myeasyrewards.net>.

"Account" shall refer to any one or more Program eligible checking account(s) you have with the Financial Institution.

“Personally Identifiable Information” shall refer to the address, telephone number, and other identifying information of a Program participant as recorded in the Financial Institution Account records. You confirm that such checking account information is accurate, and you promise to keep it so.

“My Rewards™ Debit Card” shall refer to any Program eligible debit card belonging to a Participant that is presently Enrolled in the Program and associated with an Account and being specifically associated with, as indicated by indicia on the debit card, either the Gold Program or the Platinum Program.

“Gold Program” shall refer to that Program level associated with and reflected by the issuance of a Program eligible MY REWARDS™ GOLD DEBIT CARD to a Program participant.

“Platinum Program” shall refer to that Program level associated with and reflected by the issuance of a Program eligible MY REWARDS™ PLATINUM DEBIT CARD to a Program participant.

“Enrollment” or “Enrolled”, as the context may require, shall refer to a Participant that has (i) submitted a Program enrollment application and automated clearing house (ACH) authorization to My Rewards™ via direct mail, internet-provided enrollment application, in-person at a Financial Institution physical office or 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 My Rewards™; (iii) who is current in the payment of all fees and expenses necessary to continue participation in the Program; and (iv) who has not cancelled, and has not had cancelled by My Rewards™, the enrollment and authority effectuated by the enrollment application and ACH authorization.

“Enrollment Date” shall refer to the earliest date on which a Participant is Enrolled or has achieved Enrollment.

“First Card Fee” shall refer to those charges established and differentiated based upon whether the Participant is a My Rewards™ Gold Program level Participant or a My Rewards™ Platinum Program level Participant, said charges being expressly identified as “First Card Fee” in Table 2.2 below.

“Additional Card Fee” shall refer to those charges established and differentiated based upon whether the Participant is a My Rewards™ Gold Program level Participant or a My Rewards™ Platinum Program level Participant, said charges being expressly identified as “Additional Card Fee” in Table 2.2 below.

“Total Program Fee” shall refer to all combined First Card Fee(s) and Additional Card Fee(s) associated with an Account and payable on a monthly basis by a Participant to participate in any particular level of the Program.

“Benefit” or “Benefits” shall refer those perks, programs and services itemized in Table 2.1, as they may be modified from time-to-time in the sole discretion of My Rewards™, and provided to Participants by virtue of the Participants’ enrollment in the Program at either the Gold Program level or the Platinum Program level.

“Business Day” shall refer to any calendar day other than a Saturday, Sunday, or a Federal holiday in the United States.

“Fee Commencement Date” shall refer to date on which a Participant’s initial Total Program Fee is billed to and automatically debited from the Participant’s Program eligible checking account.

“Monthly Fee Day” shall refer to the day in each month that corresponds with the day on which the Fee Commencement Date falls at the time a Participant’s Program eligible checking account was debited, or the next available Business Day.

“Rewards Program Website” shall refer to that website and platform presently existing and supporting a Points and/or Rewards program maintained and administered by Peoples Bank of Alabama and being accessible at URL <http://www.myeasyrewards.net>.

“Point” or “Points” shall have the same meaning afforded those terms in the Financial Institution Rewards Program Terms and Conditions as the same may be accessed at the Rewards Program Website said Financial Institution Rewards Program Terms and Conditions being incorporated by reference into these

Terms & Conditions and specifically supplementing these Terms & Conditions.

“Reward” or “Rewards” shall have the same meaning afforded those terms in the Financial Institution Rewards Program Terms and Conditions as the same may be accessed at the Rewards Program Website said Financial Institution Rewards Program Terms and Conditions being incorporated by reference into these Terms & Conditions and specifically supplementing these Terms & Conditions.

“Third Party Benefit Provider” or “Third Party Benefit Providers” shall refer to, as the context may require, 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 Program, specifically including any cash-back benefits in the case of the third-party merchants.

“Roadside Protect” or “Roadside Assistance Administrator” shall exclusively refer to third-party benefit provider Roadside Protect, Inc. who, in association with Signature's Nationwide Auto Club, Inc., administers the Roadside Assistance Benefit of the Program, if any such Benefit should exist.

“Roadside Contractor” shall refer to any service, service facility, or contractor that is dispatched by the Roadside Assistance Administrator, or dispatched by other means in accordance with these Terms & Conditions, for the purpose of facilitating the Roadside Assistance Benefit of the Program, if any such Benefit should exist.

“Buyer Protection Insurance” shall refer to that insurance program identified below in Section VII and providing for reimbursement for a Covered Purchase (*as that term is defined in Section VII*) that are damaged or stolen in accordance with the terms of that insurance policy outlined below in Section VII.

“Extended Warranty Insurance” shall refer to that insurance program identified below in Section VI and providing for the duplication of the terms, conditions and limitations of the U.S. Manufacturer Warranty and any Purchased Warranty for a Covered Purchase (*as that term is defined in Section VI*) in accordance with the terms of that insurance policy outlined below in Section VI.

“Policy” in the context of the Extended Warranty Insurance shall refer to that policy for the provision of insurance issued by Federal Insurance Company, a member insurer of the Chubb Group of Insurance Companies to My Rewards™ in favor of the My Rewards™ Program Participants bearing Master Policy #9907-36-45. A copy of this insurance policy may be obtained directly from Policyholder: BankNewport, as Trustee for G.A.R.D. Trust for the account of: Peoples Bank of Alabama in accordance with the terms of Section VI below. “Policy” in the context of the Buyer Protection Insurance shall refer to that policy for the provision of insurance issued by Federal Insurance Company, a member insurer of the Chubb Group of Insurance Companies to My Rewards™ in favor of the My Rewards™ Program Participants bearing Master Policy #9907-36-46. A copy of this insurance policy may be obtained directly from Policyholder: BankNewport, as Trustee for G.A.R.D. Trust for the account of: Peoples Bank of Alabama in accordance with the terms of Section VII below.

“Accountholder” or “Accountholders” shall refer to any individual who is an authorized signer on a Program eligible checking account as identified by Financial Institution. There may be one or more “Accountholders” for any single Program eligible checking account.

II. ABOUT THE PROGRAM.

The Program provides you with access to several Benefits, which may (but not necessarily will) include the following:

Table 2.1	
• Medical evacuation and repatriation benefits	• Emergency roadside assistance
• VIP customer service	• Expedited card replacement
• Extended product warranties	• Buyer's protection on products purchased
• Bonus Points awarded for card use	• Coupons and local deals
• Vacation packages	• Other exclusive Rewards
• Available closed-end small-dollar loans	

Benefits provided, particularly those provided by a Third Party Benefit Provider, may not be available to you immediately upon your Program Enrollment, however, all Benefits will be available to you within three (3) business days of your Program Enrollment, at the latest.

By your payment of your monthly Total Program Fee and your use of the My Rewards™ Debit Card, you ratify and accept the terms, provisions, and conditions of the Service Agreements, and these Terms & Conditions, in particular, by action, and you expressly agree to be bound by the terms, provisions, obligations, liabilities, rights, and conditions contained in the Service Agreements and, particularly, these Terms and Conditions.

1. Program Terms & Conditions Subject to Change. We may add to, remove and/or reduce, terminate, or modify the Program, the Benefits, the Service Agreements, and/or these Terms & Conditions at any time in our sole discretion and without notice to you. By way of example and without limitation, we may change the number of Points you can earn for making purchases with or using your My Rewards™ Debit Card; we may change the number of Points required to get Rewards and/or the method by which you must redeem your Points; we may impose caps and/or fees on earning and/or utilization of the Points you earn; we may increase monthly or other Program fees and/or charges; we may outright cancel certain Rewards and/or cease to offer any or all of the Benefits. We may also end your participation in the Program at any time in our discretion in the event that we reasonably determine that suspension or termination is necessary in order to protect you, us, or Financial Institution from harm or compromise of integrity, security, reputation, or operation. Program terms and conditions, and benefits offered, are subject to change without notice. The latest information on program terms and conditions and the benefits offered is available at <http://card.myeasyrewards.net> or by writing to: PO Box 2600, Wilmington, NC 28402. Upon modification of these Terms & Conditions, My Rewards™ will update the date indicated after “Last Revised and Effective Date” at the beginning of these Terms & Conditions. Any modifications to these Terms & Conditions will only affect your and our respective rights and obligations from the “Last Revised and Effective Date” and thereafter. If you do not agree with the modified Terms & Conditions, however, you must immediately cancel your Program enrollment and cease using the My Rewards™ Debit Card. Your continued Program enrollment and use of the My Rewards™ Debit Card will serve as your continued agreement to the Terms & Conditions herein as modified.

In terms of Points and Rewards that may be issued and/or redeemed in association with the Program and/or your use of a Program eligible debit card, you may only use Points for Rewards that are currently available. Certain Rewards may only be available for specific time periods. Fulfillment of Rewards, and participation in the Rewards program itself, is subject to the terms and conditions of the Rewards program that may be found at a *Terms and Conditions* hyperlink found at the bottom of the Rewards Program Website.

Some of our Rewards may have additional terms and conditions specific to the particular Reward, including those from Third Party Benefit Providers. The detailed terms and conditions for a specific Reward are also available at a *Terms and Conditions* hyperlink found at the bottom of the Rewards Program Website or by written request sent to: PO Box 2600, Wilmington, NC 28402. 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 Program. None of the group comprising us, Financial Institution, or the Third Party Benefit Providers is responsible for replacing lost, stolen or damaged Points vouchers, certificates, tickets or gift cards and we may refuse your request or attempt to use or redeem Points if My Rewards™ Debit Card or the associated Program eligible account is not in good standing.

You are responsible for making sure you have the most current version of these Terms & Conditions at any time. We reserve the right to revise this Terms & Conditions document at any time. Upon modification, My Rewards™ will update the date indicated after “Last Revised and Effective Date” at the beginning of this document. Any modifications to these Terms & Conditions will only affect your and our respective rights and obligations from the “Last Revised and Effective Date” and thereafter. If you do not agree with the modified terms, however, you must immediately then cease using the My Rewards™ App and immediately cancel your Program enrollment. Your continued Program enrollment and use of the My Rewards™ Debit Card will serve as your continued agreement to the Terms & Conditions herein as modified. Further, these Terms and Conditions may be amended only by an electronic posting or communication

originated by us as provided 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 these Terms & Conditions by us.

2. Eligibility Requirements. In order to be and remain an eligible Program participant, you minimally must (i) be at least 18 years of age, (ii) maintain in good standing a Program eligible checking account at Financial Institution, (iii) be issued a My Rewards™ Debit Card in association with the aforementioned Program eligible checking account at Financial Institution, (iv) have Enrolled in the Program, and (v) be current in the payment of all Program fees and charges assessed to participate in the Program.

In the event that the checking account associated with your My Rewards™ Debit Card is closed or “frozen” for any reason, we reserve the right to immediately discontinue the provision of any or all of the Program Benefits to you and immediately terminate your Program Enrollment. On the closing of your Program eligible checking account and opening of a new Program eligible checking account, we may require that you complete another registration to become Enrolled in the Program providing your new Program eligible checking account information. Further, additional Program Enrollment and participation fees may be assessed to you at the time of your new Enrollment per this paragraph.

Your choice to enroll in the Program and the degree of your financial commitment to pay the monthly fees associated with the Program will be dependent upon the Program Level that you select at the time of Enrollment. The specific debit cards itemized in the table below are eligible for utilization in the Program and represent the varying Program Levels available to you as a Program eligible account holder. The My Rewards™ Debit Cards are itemized in the table below and are identified in association with (i) the monthly Program participation fee for a first debit card issued and associated with a Program eligible checking account, the fee identified in Table 2.2 below as the “First Card Fee”; and (ii) the monthly Program participation fee for each additional debit card issued and associated with a Program eligible checking account, the fee identified in Table 2.2 below as the “Additional Card Fee”. If your particular debit card is not identified in the table below, your current debit card is not a Program eligible debit card and you should consult an authorized Financial Institution representative to discuss enrollment in the Program and to obtain a Program eligible debit card.

Table 2.2		
Card Name / Program Level	First Card Fee	Additional Card Fee
My Rewards™ Gold Debit Card	\$9.95/mo.	\$4.95/mo.
My Rewards™ Platinum Debit Card	\$14.95/mo.	\$6.95/mo.

Any Program eligible Accountholder on your Program eligible account may be enrolled and issued a Program eligible debit card at the Accountholder’s direct request. Your total monthly financial obligation to remain eligible for participation in the Program is calculated by adding the appropriate First Card Fee to the Total Additional Card Fee, the Total Additional Card Fee being determined by multiplying the appropriate Additional Card Fee stated in the table above by the number of Additional Cardholders that you have enrolled on the Program eligible checking account (the “Total Program Fee”). Except as expressly prohibited by the federal Electronic Fund Transfer Act (15 U.S.C. 1693 *et seq.*), the First Card Fee, Additional Card Fee, and, thereby, your Total Program Fee may be increased, decreased or otherwise modified by us at any time in our sole discretion and without advance notice to you. The latest information on the Program First Card Fees, Additional Card Fees, and varying Program Levels is available at <http://card.myeasyrewards.net> or by writing to: PO Box 2600, Wilmington, NC 28402. All fees are non-refundable.

Unless you have Enrolled in the Program utilizing a promotion code, your initial Total Program Fee will be billed to and automatically debited from your Program eligible checking account on the 14th day following your enrollment date, unless such date falls on a weekend, a federal banking holiday, and/or the 29th, 30th, or 31st day of a month, in which case the initial debit will occur on the next Business Day that is not the 29th, 30th, or 31st day of a month. If you have Enrolled in the Program utilizing a promotion code, your initial Total Program Fee will be billed to and automatically debited from your Program eligible checking account a number of days following your Enrollment Date as fixed by the terms of the promotion or promotion code used during Enrollment, unless such date falls on a weekend, a federal banking holiday, and/or the 29th, 30th, or 31st day of a month, in which case the initial debit will occur on the next Business Day that is

not the 29th, 30th, or 31st day of a month.

Following the Fee Commencement Date, your Program eligible checking account will be billed and automatically debited for your then current Total Program Fee on a monthly basis, the monthly debit to your account occurring on the same Monthly Fee Day each month or the next available Business Day. In addition to the Total Program Fee, we may make a one-time electronic funds transfer from your Program eligible checking account to collect a fee of \$25.00 for each scheduled Total Program Fee payment that is returned unpaid due to insufficient or uncollected funds. Further, we may re-initiate a Total Program Fee payment returned unpaid for insufficient or uncollected funds, and such re-initiated payment may occur on a date that is not the Fee Commencement Date or a Monthly Fee Day, as may be necessary for us to ensure collection of the Total Program Fee and thereby maintain your eligibility to participate in the Program.

To view and access the current Program Rewards and to use or redeem Points in the acquisition of a current Program Reward offering, you must have and maintain a valid and functional electronic mail account minimally capable of receiving electronic mail sent to the account electronic mail address to be provided by you to us. In the event that you do not have and maintain a valid and functional electronic mail account, you may obtain a fully functional electronic mail account for free at any one of the following internet web addresses: <http://www.us.mail.yahoo.com>; <http://www.mail.google.com>; <http://www.hotmail.com>; <http://www.hushmail.com>; or <http://www.mail.com>.

A Participant's Program Enrollment will remain in full force and effect until the Participant notifies My Rewards™ that the Participant cancels the Participant's Enrollment by one of the following methods: (i) online at the following website address: <http://www.myeasyrewards.net/cancel>; (ii) by telephone at 855-798-9989, or (iii) by written notice sent to PO Box 2600, Wilmington, NC 28402, Wilmington, NC 28402. Notification to My Rewards™ by electronic mail transmission alone, whether sent direct or through a My Rewards™ Program website, shall not be an effective method to indicate a Participant's cancellation of the Participant's Enrollment. A Participant's notice of cancellation of the Participant's Enrollment given to My Rewards™ through an authorized means will be acted upon by My Rewards™ within three (3) Business Days from the receipt of the notice by My Rewards™, though nothing herein shall compel My Rewards™ to act on such notice in less than three (3) Business Days from the receipt of the notice by My Rewards™. In the event that a Participant delivers to My Rewards™ a notice of cancellation of the Participant's Enrollment within three (3) Business Days of a Fee Commencement Date or a Monthly Fee Day, the Total Program Fee to otherwise be debited from the Participant's Account on these respective dates may, in fact, still be debited from the Participant's Account despite the received notice of Participant cancellation. Any Total Program Fee(s) debited from a Participant's Account in advance of the expiration of three (3) Business Days from the date that My Rewards™ receives notice of cancellation in accordance with this paragraph, shall be entirely non-refundable without exception.

III. MATTERS RELATING TO POINTS

By your payment of the monthly Program fees and/or charges and your use of the My Rewards™ Debit Card, you ratify these Terms & Conditions specifically as they relate to the accrual, use, redemption, ownership, and rights and obligations relating to Program Points and Program Rewards generally. The terms, provisions, requirements, and obligations of the Financial Institution Rewards Program Terms and Conditions made available at the Rewards Program Website are incorporated by reference into these Terms & Conditions and shall specifically supplement this Section of these Terms & Conditions.

By redeeming Points, signing up for an account or otherwise using the Program, you agree that you have read and understand and agree to these Terms & Conditions and the Service Agreements, as they may be modified by us from time to time in our sole discretion, and that your use of the <http://card.myeasyrewards.net> website and your participation in any associated Rewards Program is subject to these Terms & Conditions and the Service Agreements. If you do not agree to be bound by these Terms & Conditions and the Service Agreements, you will be ineligible to participate in the Program and will not be able to redeem any Points or participate in any aspect of a Financial Institution Rewards Program to the extent that the same is directly associated with a My Rewards™ Debit Card Program.

1. Points Generally. Points are not your property. You cannot transfer Points to any other person or Program account. Points may not be transferred voluntarily or involuntarily. Points are void if transferred. Points may not be sold, bartered or exchanged. Additionally, Points cannot be transferred by

operation of law, such as by inheritance, in bankruptcy or in connection with a divorce.

2. Using the My Rewards™ Debit Card. In general, you will earn 1 Point for every 100 dollars charged for an eligible purchase made with your My Rewards™ Debit Card. Your ability to earn Points in association with the use of your My Rewards™ Debit Card is conditioned upon your Enrollment in the Program as explained in these Terms & Conditions – you do not and will not earn Points for eligible purchases and expenditures made using any debit card in advance of your Enrollment Date. The following transactions are not Program eligible purchases and/or expenditures and you will not earn any Points for these purchases and expenditures despite the fact that the same may, in fact, be paid or satisfied from the funds held in your Program eligible checking account:

- (a) Utilization of a small-dollar loan or cash advance feature of the My Rewards™ Debit Card.;
- (b) Purchases made in any manner other than via use of your My Rewards™ Debit Card.;
- (c) Redemption of Points in exchange for Program Rewards; and
- (d) Fees and charges associated with the Program, the Benefits, and/or your My Rewards™ Debit Card. and/or your Program eligible checking account (such as late payment fees, the Total Program Fee, the First Card Fee, any Additional Card Fee, interest charges and penalties).

The above itemization of Program ineligible purchases and/or expenditures is not meant to be exhaustive and is meant to be illustrative. We reserve the right to determine whether a purchase or expenditure is Program eligible on a case-by-case basis and in our sole discretion.

3. Getting Additional Points. The following is effective on or after August 7, 2014:

- (a) **My Rewards™ Gold Debit Card.** Subject to these Terms & Conditions, for each dollar charged for an eligible purchase or expenditure using your My Rewards™ Gold Debit Card, you will earn triple (3x) the normal debit card Rewards Points for ongoing usage of your My Rewards™ Gold Debit Card. This applies to the points-per-dollar spent ratio in the Financial Institution Rewards program. It does not apply to special offers, such as *“Use your debit card 5 times next month and earn 100 points”*, or other methods whereby you may accrue Rewards Points other than via points-per-dollar spent use of your My Rewards™ Gold Debit Card.
- (b) **My Rewards™ Platinum Debit Card.** Subject to these Terms & Conditions, for each dollar charged for an eligible purchase or expenditure using your My Rewards™ Platinum Debit Card, you will earn five times (5X) the normal debit card Rewards Points for ongoing usage of your My Rewards™ Platinum Debit Card. This applies to the points-per-dollar spent ratio in the Financial Institution Rewards program. It does not apply to special offers, such as *“Use your debit card 5 times next month and earn 100 points”*, or other methods whereby you may accrue Rewards Points other than via points-per-dollar spent use of your My Rewards™ Platinum Debit Card.

Eligible purchases and expenditures are purchases for goods and services minus returns and other credits. Purchases and expenditures not made utilizing a My Rewards™ Debit Card are not eligible purchases and expenditures. For questions about additional Points on a purchase or expenditure, call the number on the back of your My Rewards™ Debit Card. Please visit <http://card.myeasyrewards.net> and the Rewards Program Website for more information about Rewards, additional Points, and or these Terms & Conditions.

3. Returns and Forfeiture of Points. If you return something that you purchased with your My Rewards™ Debit Card, the statement credit you receive in your Program eligible checking account will cause a corresponding deduction of Points from your Program account.

Exchanges of Rewards merchandise obtained by the redemption of Points will be made upon the following terms and conditions:

- (a) For products which are damaged upon receipt by the Participant, the Participant may (a) contact member services for the Program for assistance, or (b) mail the product to the address specified by us on the return form enclosed with the product delivery or specified on this website and encloses a notation indicating the problem with the product. A replacement product will be sent to the participant (the same product, if it is then available) and the postage required for the return will be refunded to the Participant.
- (b) For products which are not damaged but for which the Participant desires a replacement, the Participant may exchange the product for any other product that is 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 mail the product to the address specified by us on the return form enclosed with the product delivery or specified on this website and must enclose \$3.50 for postage and handling. Velocity will replace the returned product with the requested product (if it is then available). The cost of the return postage will not be refunded to the Participant.
- (c) Notwithstanding anything to the contrary, no returns or exchanges will be accepted for any reason after 90 days from the date of the redemption of Points giving rise to the return or exchange.
- (d) No points will be refunded or redeposited in the event of any return or exchange.
- (e) If the product requested to be sent as a replacement or exchange product is not available, then we reserve the right to substitute another product of equal or greater value (as determined by us).

We strive to maintain adequate inventories of Rewards. However, due to fluctuations in supply and other market conditions, items are occasionally discontinued or unavailable. We reserve the right to replace any Reward item ordered with an item of equal or greater value (as determined by us). We also reserve 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 or on the Rewards Program Website or the <http://card.myeasyrewards.net> website without notice.

If we cancel your My Rewards™ Debit Card for any reason (including your death, bankruptcy or insolvency), you will forfeit all Points in your Program account. If you cancel your Enrollment or the ACH authorization given at the time of enrollment, My Rewards™ reserves the right, in our sole discretion, to immediately void or cancel all Points in your Program account.

Points issued to you by My Rewards™ may be used at any time within two (2) years from the date of issuance, at which time the Points shall expire and may not thereafter be used or redeemed by you for offered Program rewards.

4. Utilization of Points. All Points are evidenced by certificates issued by us which contain a unique certificate number and a specific number of Points. Points are redeemed through the Rewards Program Website, or by submitting a paper order form which may be obtained by calling us at 855-798-9989 and may be submitted via standard mail sent to: My Rewards, LLC, ATTN: Debit Card Point Redemption, PO Box 2600, Wilmington, NC 28402.

Points may be redeemed only for Rewards offered by us and 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 us in our discretion. Participants are responsible for limiting access to their online account only to persons authorized by them.

ALL POINTS EXPIRE ON THE EXPIRATION DATE SET FORTH ON THE CERTIFICATE AND UPON SUCH DATE BECOME VOID. NO REPLACEMENTS WILL BE MADE FOR LOST, STOLEN OR DAMAGED CERTIFICATES.

Points will be subtracted from a Participant's account once the 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. No refunds of Points will be made for any reason.

5. Additional Terms & Conditions. If you attempt to use or earn Points in a fraudulent way, we may, without limitation, take away all Points in your Program account, cancel your Program account, or cancel any My Rewards™ Debit Card belonging to you or an Additional Card Holder enrolled by you.

All questions or disputes about Program eligibility, earning Points or using Points will be resolved exclusively by us.

It is your responsibility to find out if you are liable for any federal, state or local taxes as a result of earning or using Points provided to you pursuant to this Program. Participants are responsible for the tax consequences, if any, of their participation in the Program, and specifically the issuance, use and redemption of Points. We do not make any representations or warranties regarding any tax implications arising from the receipt of Points, the redemption of Points or participation in the 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 you, all such tax liability will be borne by you. We disclaim all responsibility for any such taxes.

These Terms and Conditions replace all previous versions and are governed and construed under the laws (excluding conflicts of law provisions) of Delaware.

IV. MATTERS RELATING TO THE SMALL-DOLLAR, SHORT-TERM LOAN FEATURE.

The Program makes available to any Participant who is an Enrolled Accountholder (a "Loan-eligible Participant") a closed-end small-dollar, short-term loans (the "Financial Institution short-term loan"). The Financial Institution short-term loan feature is designed to provide money to meet short-term borrowing needs, such as when an emergency or an unexpected expense arises. ***THE PROGRAM SHOULD NOT BE USED FOR REGULAR MONTHLY EXPENSES AND IS NOT INTENDED TO BE A SOLUTION TO LONG-TERM FINANCIAL NEEDS.***

THIS FORM OF CREDIT IS EXPENSIVE AND SHOULD BE REPAID QUICKLY. Alternative forms of credit may be less expensive and more suitable for a Loan-eligible Participant. Some alternatives include borrowing from a friend, employer or relative; taking a cash advance from a credit card that has a lower finance cost to do so; using a line of credit; or using existing savings funds. If you have questions about other forms of credit available to you or alternatives to the service, please visit a Financial Institution office or call Financial Institution at 877-788-0288 . Financial Institution can also assist you with locating a credit counseling service that may be able to provide you with assistance. By using the Financial Institution short-term loan service, you acknowledge that you have had an opportunity to consider other forms of credit that may be available to you, and that you have determined that the Financial Institution short-term loan service is appropriate and suitable for you.

Financial Institution short-term loans are not intended to be used to cover checking account overdrafts. A Loan-eligible Participant receiving a Financial Institution short-term loan to cover a checking account overdraft would be charged both overdraft/non-sufficient funds (NSF) fee(s) on the checking account and the fees and interest on the Financial Institution short-term loan. Therefore, if a Loan-eligible Participant intends to use a Financial Institution short-term loan, the Loan-eligible Participant should request the loan before your checking account becomes overdrawn and subject to overdraft/NSF fees.

The Financial Institution short-term loan service will be originated by Financial Institution and any Financial Institution short-term loan may be made (i) in any Financial Institution physical office or location, (ii) via the Program website at URL <http://card.myeasyrewards.net>; or (iii) through use of the My Rewards™ Debit Card app available for download to your iPhone or iPad from the Apple® App Store® or your Android device from Google Play and/or the Amazon Appstore. The proceeds of any Financial Institution short-term loan obtained will direct deposit to the Accountholder's Program eligible checking account held with Financial Institution.

1. Eligibility. In order to be eligible to use the Financial Institution short-term loan service, you must: (i) be an Enrolled Accountholder; (ii) have a single or multiple party checking account with Financial Institution that has been open for at least the last thirty-three (33) days and is in good standing; and (iii) have enrolled in the My Rewards™ Platinum Debit Card level Program by completing and submitting the

appropriate enrollment application and ACH authorization. The Financial Institution reserves the right to designate certain Financial Institution account types as ineligible for participation in the Financial Institution short-term loan service, such as the following:

- (a) accounts held by minors;
- (b) "Fix-It" or "Second-Chance" checking accounts;
- (c) accounts titled as non-individual, non-consumer accounts such as trusts, conservatorships/guardianships, custodial and representative payee accounts;
- (d) accounts held in the name of a business, organization, association or other non-individual, non-consumer member;
- (e) accounts subject to legal process, such as a garnishment or levy, and accounts in a current bankruptcy proceeding;
- (f) accounts in the charge-off process; and
- (g) savings accounts, money-market accounts, certificates of deposit, lines of credit, and any Financial Institution account that is not characterized as some form of individual checking account.

Further, the Financial Institution short-term loan service may not be functional on a day that is not a Business Day or at a time that is not within hours during which Financial Institution is open for business. No representation is made in these Terms & Conditions or otherwise that the Financial Institution short-term loan service will be available and functional on a day that is not a Business Day or at a time that is not within hours during which Financial Institution is open for business.

2. Finance Charges in Addition to the Monthly Program Fee. There also are finance charges in addition to the Monthly Program Fee associated with use of the Financial Institution short-term loan service, including without limitation, interest expenses on the principal amount of any loan obtained. Additional information on these fees will be provided in the requisite disclosures provided by the Financial Institution before consummation of the loan transaction.

3. Termination of Program; Effect on Small-Dollar Loan Offering. If you elect to terminate the Program altogether or modify your Program participation so that you no longer are enrolled at a Program level for which the Financial Institution short-term loan service is a provided Benefit, you will remain responsible for repaying any then outstanding loan, but you will not be entitled to any additional loans through the Financial Institution short-term loan service.

4. Financial Responsibility. The Accountholder utilizing the Financial Institution short-term loan service is, and shall remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing the Financial Institution short-term loan service. We shall not be liable in any manner for such risk unless we fail to follow the procedures described in these Terms & Conditions. The Accountholder utilizing the Financial Institution short-term loan service assumes exclusive responsibility for the consequences of any instructions given during use of the Financial Institution short-term loan service, for failure to access and use the Financial Institution short-term loan service properly and in a manner prescribed by us or Financial Institution, and for failure to supply accurate input information, including, without limitation, any information contained in a short-term loan application.

5. Additional Obligations in Association with the Short-Term Loan Service. You agree to comply with all applicable laws, rules and regulations. You acknowledge that you may only participate in the Financial Institution short-term loan service if and to the extent such participation is permitted by such laws, rules and regulations and these Terms & Conditions. We may refuse to enroll you, or to restrict, modify or terminate your participation in the Financial Institution short-term loan service, without liability to you or any other party, if you violate any law, rule or regulation, any provision of these Terms & Conditions, or if your participation in the Financial Institution short-term loan service could violate any law, rule or regulation, these Terms & Conditions, or for any other reason in our discretion.

You further agree to promptly notify us of any change in address (mail or email) by updating your

personal information on record with us.

By utilizing the Financial Institution short-term loan service, you are further ratifying and agreeing to be bound by those specific the Financial Institution short-term loan service terms & conditions contained within the loan documents and application or otherwise provided to you by Financial Institution at the time that you request a small-dollar loan.

V. MATTERS RELATING TO ROADSIDE ASSISTANCE BENEFIT

The Roadside Assistance Benefit of the Program is provided by the Roadside Assistance Administrator, Roadside Protect. Whenever you need roadside assistance for your vehicle, call our toll-free number at 855-798-9989 twenty-four (24) hours a day and request dispatch service and the Roadside Assistance Administrator will arrange to send help to your disabled vehicle from a participating facility or "Roadside Contractor". The Roadside Assistance Administrator will make payment to the Roadside Contractor directly for covered dispatch expenses up to your benefit limits.

The Roadside Assistance Benefit may not be available to you immediately upon your Program Enrollment, however, it will be available to you within three (3) business days of your Program Enrollment, at the latest.

1. Covered Expenses. All expenses covered under the Roadside Protect Program are capped at an expense limit of One Hundred and NO/100 Dollars (\$100.00) for any single claim and include the following:

- (a) **Towing** – When your vehicle is disabled due to mechanical breakdown, the Roadside Assistance Administrator will arrange for a Roadside Contractor to tow it to the nearest service facility of your choice up to the service expense equivalent of \$100. Additional expense will be your responsibility to pay to the towing Roadside Contractor.
- (b) **Flat Tire Assistance** – A flat tire will be changed with your spare tire. If, for any reason, the spare is not usable, the lug nuts cannot be removed or the vehicle has two flat tires with one usable spare, towing will be provided in accordance with the towing provisions.
- (c) **Fuel Delivery Service** – An emergency supply of fuel of up to three (3) gallons will be delivered if your covered vehicle runs out of fuel. You will be responsible for the cost of fuel.
- (d) **Lock Out Service** – If your keys are locked in the vehicle, assistance will be provided to gain entry into the vehicle up to \$100 benefit limit. In the event the keys are lost and a replacement key is required, you will be responsible for the total cost of a new key.
- (e) **Jump Start** – Jump start service will be provided to start your vehicle.
- (f) **Winching/Extraction** – If your vehicle is stuck in a ditch, mud or snow, but it is accessible from a normally traveled roadway, service will be given to either tow or winch the vehicle. Dispatch coverage for winching is limited to \$100; any expense incurred beyond \$100 will be your responsibility to pay to the Roadside Contractor.
- (g) **Travel Planning, Booking and Discounts** – Go to www.roadsideprotect.com and click on the box on the bottom center of the page titled: "Travel Planning, Booking, and Great Hotel Deals!"

2. Coverage Eligibility. One (1) claim limit per membership per year for My Rewards™ Gold Program Participants. Three (3) claims limit per membership per year for My Rewards™ Platinum Program Participants.

Eligible vehicles include all self-propelled vehicles with a gross vehicle weight up to 10,000 lbs. Vehicles must be designed, licensed and used for private, on-road transportation.

Service is limited to one tow or service call per disablement.

The policy of Roadside Assistance Administrator and the respective Roadside Contractors require that you or another authorized person be with the vehicle in order to receive the service. Please cancel your request for service immediately if it is no longer needed by calling us back utilizing your toll free number for dispatch service.

The Roadside Assistance Administrator will not accept responsibility for repairs or the availability, delivery or installation of parts. All parts used and services provided to you by the Roadside Contractor must be authorized and paid for by you.

3. Roadside Assistance Reimbursement. If for any reason the Roadside Assistance Administrator dispatch center cannot provide the benefits listed in this Program, you must obtain an authorization number from the Roadside Assistance Administrator dispatch center to use the service provider of your choice. The Roadside Assistance Administrator will reimburse you up to \$100 or the specific amount listed above in the covered expenses (whichever is less) upon presentation of the original paid service provider receipt. The authorization number is required to be eligible for reimbursement.

Your reimbursement request must have the following:

- (a) Your authorization number and membership ID;
- (b) A bill from service provider including:
 - (i) The date the service occurred;
 - (ii) Description of services provided; and
 - (iii) The amount charged for the service; and
- (c) Evidence that member paid the service provider (i.e. copy of check or duplicate check, credit card receipt, statement, etc.)

The completed form and documentation should be mailed to:

*Roadside Protect, Inc. c/o Auto Road Service
Attn: Reimbursement
P.O. Box 55698, Sherman Oaks, CA 91413
Phone 1-800-993-8473 – Claims Dept.*

Roadside Protect, Inc. Home Office – 2800 W. Higgins Rd., Suite 210 Hoffman Estates, IL 60169.

Important: Since all Authorized Roadside Contractors are independent contractors and not agents or employees of the Roadside Assistance Administrator, the Roadside Assistance Administrator can assume no liability for any damage to your vehicle resulting from the rendering of service or for personal items left in the vehicle. Any claims for personal injury or damage to the property of a member must be filed against the Roadside Contractor / servicing facility.

4. Roadside Assistance Service Limitations. The Program provides service for most emergency situations but does not include:

- (a) Service if the operator is not with the disabled vehicle (however if you cannot remain with the vehicle for safety reasons, we will attempt to provide service);
- (b) Towing or service on roads not regularly maintained including private property;
- (c) Installation or removal of snow tires and chains nor dismounting, repairing, or rotating tires;
- (d) Vehicle storage charges, cost of parts and installation, products, materials, impounding, and additional labor related to towing;
- (e) Service to vehicles with expired safety inspection, license plate, and/or emission

sticker where required by law;

- (f) Service to vehicles that are not in a safe condition to be towed;
- (g) Service in areas not regularly traveled, such as vacant lots, beaches, open fields or other places that would be hazardous for service;
- (h) Charging a weak or dead battery; and/or
- (i) Towing vehicles to a junkyard for disposal.

5. Special Equipment. Roadside Coverage provides one normally equipped service vehicle, one driver and one service call per disablement. Any additional personnel or special equipment is at the vehicle operator's expense and is not reimbursable.

VI. MATTERS RELATING TO EXTENDED WARRANTY INSURANCE

Extended Warranty Insurance will be offered to Program Participants pursuant to the terms, provisions, and conditions immediately following and included in this Section VI. Terms stated within the text to follow between the page-wide hash marks and beneath "Description of Coverage" shall have meanings as prescribed therein, except where a Term is undefined, in which case, the Term shall have the meaning prescribed it above in these Terms & Conditions.

Extended Warranty Insurance Benefits described in this Section VI may not be available to you immediately upon your Program Enrollment, however, they will be available to you within three (3) business days of your Program Enrollment, at the latest.

Solely for the purposes of this Section VI, the following terms will have the meanings so indicated:

1. References to the "Declarations" shall refer to those Declarations contained within the Extended Warranty Insurance Policy, of which Program Participants are beneficiaries and which will be provided to you in writing upon your request contact us at 855-798-9989;
2. References to the "Benefit Amount" have the meaning ascribed to that term within the Buyer Protection Insurance Policy, of which Program Participants are beneficiaries and which will be provided to you in writing upon your request contact us at 855-798-9989;
3. References to "We" and "Our", respectively, shall refer to Federal Insurance Company, a member insurer of the Chubb Group of Insurance Companies, 15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615; and
4. References to "Policyholder" shall mean the Financial Institution.

DESCRIPTION OF COVERAGE

THE PLAN: As a Financial Institution My Rewards™ Debit Card Cardholder, you are automatically eligible for Extended Warranty insurance.

ELIGIBILITY: This insurance plan is provided to Financial Institution My Rewards™ Debit Card cardholders, automatically when the entire cost of the Covered Purchase is charged to your Card account while the insurance is effective. It is not necessary for you to notify Financial Institution, the administrator or the Company when items are purchased.

THE COST: This insurance plan is provided at no additional cost to eligible Financial Institution My Rewards™ Debit Card cardholders. Financial Institution pays the full cost of the insurance.

WHEN COVERAGE APPLIES: We will duplicate the time period of the original U.S. Manufacturer Warranty and any Purchased Warranty on an Insured Person's Covered Purchase, up to a maximum of 12 months. If a U.S. Manufacturer Warranty or a Purchased Warranty is made up of multiple components, We will duplicate the time period of each component. If the total time period for the U.S. Manufacturer Warranty and the Purchased Warranty is greater than 36 months there is no coverage under this Policy. In no event will the total time period for all warranties, including this Policy, exceed 48 months.

COVERAGE: We will duplicate the terms, conditions and limitations of the U.S. Manufacturer Warranty and any Purchased Warranty on an Insured Person's Covered Purchase up to \$10,000 for repair to defects in material or workmanship in a Covered Purchase; or for replacement of a Covered Purchase if repairs to defects cannot be made. This coverage only applies if the Insured Person charged or debited the entire cost of the Covered Purchase and the entire cost of the Purchased Warranty to the Insured Person's Account during the Policy period. If the entire cost of the Purchased Warranty is not charged or debited to the Insured Person's Account, We will only duplicate the original U.S. Manufacturer Warranty. We will reimburse the Insured Person for the lesser of:

- a. the cost of the Covered Purchase indicated on the Insured Person's Account statement; or
- b. the actual cost to repair or replace the Covered Purchase with an item of like kind and quality; or
- c. the Maximum Benefit Amount shown in Section II of the Declarations.

In no event will We be liable beyond the amounts actually paid by the Insured Person.

In no event will We pay more than \$50,000, in any 12 month Policy period, regardless of the number of claims made in that 12 month Policy period.

DEFINITIONS:

Accountholder means any individual who is named on an open and active Account. **Cardholder** means an individual who is named on the Account card. **Covered Purchase** means personal property, including gift items, not otherwise excluded that is purchased in full by the Insured Person using the Credit Card or Debit Card issued by the Policyholder. **Insured Person** means a person, qualifying as a Class member 1) who elects insurance; or 2) for whom insurance is elected, 3) and on whose behalf premium is paid. **Manufacturer Warranty** means a written guarantee to fix any defects in material or workmanship in a Covered Purchase, made to the Insured Person by the maker of the Covered Purchase. **Purchased Warranty** means an optional written guarantee to fix any defects in material or workmanship in a Covered Purchase, bought by the Insured Person at the time of the Covered Purchase.

EXCLUSIONS: Insurance under this Policy does not apply to Covered Purchases that:

1. are services, including but not limited to the performance or rendering of labor or maintenance, repair or installation of goods or property or professional advice;
2. are shipping, transportation or delivery costs;
3. are boats, automobiles, aircraft or any other motorized vehicles, or motorized vehicle parts subject to high risk, combustible wear and tear or mileage stipulations;
4. are land, buildings, permanently installed items, fixtures or structures;
5. are plants, shrubs, pets, consumables or perishables;
6. are computer software or applications;
7. are purchased for resale, professional or commercial use;
8. are still covered under the U.S. Manufacturer Warranty or Purchased Warranty;
9. did not originally come with a U.S. Manufacturer Warranty or Purchased Warranty;
10. are used, rebuilt, refurbished or remanufactured.

Insurance under this Policy does not apply to defects in material or workmanship of a Covered Purchase that are:

1. not covered under the terms of either the original U.S. Manufacturer Warranty or Purchased Warranty;
2. repaired at a repair facility that is not authorized by the original product manufacturer;
3. covered by a product recall;
4. the result of a power surge;
5. the result of normal wear and tear;
6. the result of any hazardous, pathogenic or poisonous, biological, chemical, nuclear or radioactive material, gas, matter or contamination.

How to File a Claim:

To file a claim directly with Federal Insurance Company contact the Claim Administrator, Crawford and Company. Complete all items on the required claim form, attach all appropriate documents, and mail or fax to: Crawford and Company, P.O. Box 4090, Atlanta, GA 30302, PHONE NUMBER 855-830-3719 Fax Number 855-830-3728. All customer service related issues including, but not limited to, enrollment, fulfillment, general questions and payment questions should be directed to the plan administrator, International Marketing & Administration Company (IMAC), 3 Kay Drive, Randolph, MA 02368, PHONE NUMBER 781-963-2269 Email Address info@imaco.com

The Insured Person must a.) protect the Covered Purchase from further loss or damage; b.) report any loss to the appropriate official representatives such as the police and the Administrator within 45 days from the date of theft or damage; c.) complete the claim form and return along with legible copies of the Account statement showing the purchase of the Covered Purchase and original purchase receipt; d.) provide a photograph of any damaged Covered Purchase, a copy of the repair bill or a statement indicating that the item cannot be repaired along with evidence that the Covered Purchase has actually been replaced or repaired, if applicable; e.) provide a fire or police report, if applicable; f.) proof of submission of the loss to, and the results of any settlement by the vendor; g.) proof of submission of the loss to, and the results of any settlement or denial by the Insured Person's personal insurance carrier h.) provide documentation of any other personal insurance or a statement that no other insurance exists; i.) provide a third party statement regarding circumstances of the theft or damage; j.) submit Proof of Loss to the Administrator k.) cooperate with the Administrator in the investigation, settlement or handling of any claims; l.) permit the Administrator to question the Insured Person under oath whenever Our investigation deems it necessary. All statements taken will be signed by the Insured Person; and m.) authorize the Administrator to obtain records, reports or any other documentation requested necessary to Our investigation or to verify the claim.

CLAIM FORMS: When the Administrator is told of a claim, the Administrator will give the Insured Person forms for filing Proof of Loss. If these forms are not given to the Insured Person within 15 days the Insured Person will meet Proof of Loss requirements by giving the Administrator a written description of the covered loss.

CLAIM PROOF OF LOSS: Complete Proof of Loss must be given to the Administrator within 90 days after a covered loss.

CLAIM PAYMENT: Reimbursement for covered losses will be paid to the Insured Person within 60 days after the Administrator receives Proof of Loss.

EFFECTIVE DATE: Your insurance becomes effective on the latest of: the effective date of this policy, the date on which you first meet the eligibility criteria as the Insured Person or the beginning of the period for which required premium is paid for you. Insurance for you automatically terminates on the earliest of: the termination date of this policy, the expiration of the period for which required premium has been paid for you, the date on which you no longer meet the eligibility criteria as the Insured Person.

As a handy reference guide, please read this and keep it in a safe place with your other insurance documents. This description of coverage is not a contract of insurance but is a summary of the principal provisions of the insurance while in effect. Complete policy provisions are contained in the Master Policy 9907-36-45, which can be obtained from the Policyholder: BankNewport, as Trustee for G.A.R.D. Trust for the account of: participating financial institution: Peoples Bank of Alabama.

Answers to specific questions can be obtained by writing the Plan Administrator:

International Marketing & Administration Company (IMAC)
3 Kay Drive, Randolph, MA 02368
PHONE NUMBER 781-963-2269
Email Address info@imaco.com



Plan Underwritten By
Federal Insurance Company
a member insurer of the
Chubb Group of Insurance Companies
15 Mountain View Road, P.O. Box 1615
Warren, NJ 07061-1615

VII. MATTERS RELATING TO BUYER PROTECTION INSURANCE

Buyer Protection Insurance will be offered to Program Participants pursuant to the terms, provisions, and conditions immediately following and included in this Section VII. Terms stated within the text to follow between the page-wide hash marks and beneath "Description of Coverage" shall have meanings as prescribed therein, except where a Term is undefined, in which case, the Term shall have the meaning prescribed it above in these Terms & Conditions.

Buyer Protection Benefits described in this Section VII may not be available to you immediately upon your Program Enrollment, however, they will be available to you within three (3) business days of your Program Enrollment, at the latest.

Solely for the purposes of this Section VII, the following terms will have the meanings so indicated:

1. References to the “Benefit Amount” have the meaning ascribed to that term within the Buyer Protection Insurance Policy, of which Program Participants are beneficiaries and which will be provided to you in writing upon your request contact us at 855-798-9989;
2. References to “We” and “Our”, respectively, shall refer to Federal Insurance Company, a member insurer of the Chubb Group of Insurance Companies, 15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615; and
3. References to “Policyholder” shall mean the Financial Institution.

DESCRIPTION OF COVERAGE

THE PLAN: As a Financial Institution Cardholder, you are automatically eligible for Buyer Protection insurance.

ELIGIBILITY: This insurance plan is provided to Financial Institution My Rewards™ Debit Card cardholders, automatically when the entire cost of the Covered Purchase is charged to your Card account while the insurance is effective. It is not necessary for you to notify Financial Institution, the administrator or the Company when items are purchased.

THE COST: This insurance plan is provided at no additional cost to eligible Financial Institution My Rewards™ Debit Card cardholders. Financial Institution pays the full cost of the insurance.

WHEN COVERAGE APPLIES: Coverage applies for 90 days immediately following a Covered Purchase.

COVERAGE: We will reimburse the Insured up to \$1,000 for Covered Purchases that are damaged or stolen, except if stolen from vehicles. This coverage only applies if the Insured Person charged or debited the entire cost of the Covered Purchase to the Insured Person's Account during the Policy period, are part of and not in addition to the Benefit Amount and the Annual Maximum Benefit Amount of \$50,000. We will reimburse the Insured Person for the lesser of: 1) the cost of the Covered Purchase indicated on the Insured Person's Account statement; or 2) the Benefit Amount. In no event will We be liable beyond the amounts actually paid by the Insured Person. In no event will We pay more than the Annual Maximum Benefit Amount, \$50,000 in any 12 month Policy period, regardless of the number of claims made in that 12 month Policy period. The Benefit Amount is payable on an excess basis over and above any amount due from any other valid or collectible insurance or any other form of reimbursement payable by those responsible for the loss or damage.

DEFINITIONS:

Cardholder means an individual who is named on the Account card or the owner of a pre paid card.

Covered Purchase means personal property, including gift items, not otherwise excluded that is purchased in full by the Insured Person using the Credit Card or Debit Card issued by Financial Institution. Covered Purchase does not include charges for shipping, handling transportation and delivery.

Insured Person means a person, qualifying as a Class member 1) who elects insurance; or 2) for whom insurance is elected, 3) and on whose behalf premium is paid.

Natural Disaster means an event, including but not limited to wind storm, rain, snow, sleet, hail, lightning, dust or sand storm, earthquake, tornado, flood, volcanic eruption, wildfire or other similar event that: 1) is due to natural causes; and 2) results in severe damage such that the area in which loss occurs is declared a disaster area by a competent governmental authority having jurisdiction. **Proof of Loss** means: a) a copy of the Account statement showing the purchase of the Covered Purchase; b) a copy of the initial claim report submitted to the Administrator; c) a copy of the police report; d) proof of submission of the loss to, and the results of any settlement by, the vendor; e) proof of submission of the loss to, and the results of any settlement or denial by, the Insured Person's personal insurance carrier.

EXCLUSIONS: Insurance under this Policy does not apply to Covered Purchases of : professional advice; boats; motorized vehicles (including but not limited to airplanes, automobiles, mopeds, motorcycles and other motor vehicles) or their motors, equipment and accessories (including communication devices intended solely for the use in the vehicle) land or buildings (including but not limited to homes and dwellings); travelers' checks, tickets of any kind, negotiable instruments, bullion, rare or precious coins, cash or its equivalent (including gift cards and gift certificates); perfumes, plants or animals; consumables and perishables; antique items or collectibles; computer software

or programs; items purchased for resale for professional or commercial use; medical equipment; used, rebuilt, refurbished or remanufactured good; shipping, handling, or transportation charges for the cost of delivery of any Covered Purchase articles in a pair or set, coverage will be limited to no more than the value of any particular part or parts unless the articles are unusable individually and cannot be replaced individually, regardless of any special value the article may have had as part of a set or collection; more than one part or parts of a pair or set of jewelry or Fine Art. This insurance does not apply to loss or damage of a) Covered Purchase caused directly or indirectly by: 1) Theft of i) personal property from vehicles, ii) personal property when the Insured Person fails to exercise Due Diligence and iii) personal property stolen from public places when the Insured Person fails to exercise Due Diligence; Theft must be reported to the police or an appropriate authority within 36 hours; 2) Loss of i) personal property with no evidence of a wrongful act; ii) baggage and/or its contents unless carried by the Insured Person by hand or under the Insured Person's personal supervision or a traveling companion previously known to the Insured Person; 3) Any fraudulent or illegal activity of the Insured Person; 4) Wear and tear or gradual deterioration; 5) Moths, vermin, inherent vice; 6) Product defects or items covered by a manufacturer's recall; 7) Damage sustained due to any process or while actually being worked upon and resulting there from; 8) Confiscation by any government, public authority or customs official; 9) Natural Disaster; 10) Failure of the Insured Person to exercise Due Diligence to avoid or diminish loss or damage; 11) Power surge or power loss; 12) any hazardous, pathogenic or poisonous, biological, chemical, nuclear or radioactive material, gas, matter or contamination; 13) War

How to File a Claim:

To file a claim directly with Federal Insurance Company contact the Claim Administrator, Crawford and Company. Complete all items on the required claim form, attach all appropriate documents, and mail or fax to: Crawford and Company, P.O. Box 4090, Atlanta, GA 30302, PHONE NUMBER 855-830-3719 Fax Number 855-830-3728. All customer service related issues including, but not limited to, enrollment, fulfillment, general questions and payment questions should be directed to the plan administrator, International Marketing & Administration Company (IMAC), 3 Kay Drive, Randolph, MA 02368, PHONE NUMBER 781-963-2269 Email Address info@imaco.com.

The Insured Person must a.) protect the Covered Purchase from further loss or damage; b.) report any loss to the appropriate official representatives such as the police and the Administrator within 45 days from the date of theft or damage; c.) complete the claim form and return along with legible copies of the Account statement showing the purchase of the Covered Purchase and original purchase receipt; d.) provide a photograph of any damaged Covered Purchase, a copy of the repair bill or a statement indicating that the item cannot be repaired along with evidence that the Covered Purchase has actually been replaced or repaired, if applicable; e.) provide a fire or police report, if applicable; f.) proof of submission of the loss to, and the results of any settlement by the vendor; g.) proof of submission of the loss to, and the results of any settlement or denial by the Insured Person's personal insurance carrier h.) provide documentation of any other personal insurance or a statement that no other insurance exists; i.) provide a third party statement regarding circumstances of the theft or damage; j.) submit Proof of Loss to the Administrator i.) cooperate with the Administrator in the investigation, settlement or handling of any claims; k.) permit the Administrator to question the Insured Person under oath whenever Our investigation deems it necessary. All statements taken will be signed by the Insured Person; and l.) authorize the Administrator to obtain records, reports or any other documentation requested necessary to Our investigation or to verify the claim.

CLAIM FORMS: When the Administrator is told of a claim, the Administrator will give the Insured Person forms for filing Proof of Loss. If these forms are not given to the Insured Person within 15 days the Insured Person will meet Proof of Loss requirements by giving the Administrator a written description of the covered loss.

CLAIM PROOF OF LOSS: Complete Proof of Loss must be given to the Administrator within 90 days after a covered loss.

CLAIM PAYMENT: Reimbursement for covered losses will be paid to the Insured Person within 60 days after the Administrator receives Proof of Loss.

EFFECTIVE DATE: Your insurance becomes effective on the latest of: the effective date of this policy, the date on which you first meet the eligibility criteria as the Insured Person or the beginning of the period for which required premium is paid for you. Insurance for you automatically terminates on the earliest of: the termination date of this policy, the expiration of the period for which required premium has been paid for you, the date on which you no longer meet the eligibility criteria as the Insured Person.

As a handy reference guide, please read this and keep it in a safe place with your other insurance documents. This description of coverage is not a contract of insurance but is a summary of the principal provisions of the insurance while in effect. Complete policy provisions are contained in the Master Policy 9907-36-46, which can be obtained from the Policyholder: BankNewport, as Trustee for G.A.R.D. Trust for the account of: participating financial institution: Peoples Bank of Alabama.

Answers to specific questions can be obtained by writing the Plan Administrator:

International Marketing & Administration Company (IMAC)

3 Kay Drive, Randolph, MA 02368
PHONE NUMBER 781-963-2269
Email Address info@imaco.com



Plan Underwritten By
Federal Insurance Company
a member insurer of the
Chubb Group of Insurance Companies
15 Mountain View Road, P.O. Box 1615
Warren, NJ 07061-1615

VIII. MATTERS RELATING TO MEDICAL EVACUATION AND REPATRIATION BENEFITS

Medical Evacuation, Repatriation and all other Benefits described in this Section VIII may not be available to you immediately upon your Program Enrollment, however, they will be available to you within three (3) business days of your Program Enrollment, at the latest.

1. AirMed Gold Member Benefits – Specific Terms and Conditions. The particular terms and conditions contained in this Section VIII, Subsection 1 apply to all My Rewards™ Participants enrolled in a My Rewards™ Gold Program level:

- (a) **Evacuation and Repatriation Services.** Should a Participant become hospitalized and desire to be transported via air ambulance, AirMed will provide a bedside-to-bedside quote for the cost of such transport at a 25% discount of what AirMed's retail transport cost is.
- (b) **24/7 Worldwide Medical Services Hotline.** This program connects Participants 24 hours a day, seven days a week, to the worldwide resources of AirMed including medical and second opinion referrals. Participants have access to AirMed's Medical Communications Center professionals who will provide information about how and where to obtain medical care while traveling, including medical monitoring and coordination with local health care professionals.
- (c) **Legal Referrals.** If a Participant requires emergency legal assistance away from home, AirMed will arrange without charge to the Participant an initial telephone consultation with an appropriate attorney. If referral to an attorney in another jurisdiction is required, referral is included without charge. The final selection and all fees and costs associated with an attorney will be the full responsibility of the Participant. AirMed does not guarantee the quality of the legal advice nor shall AirMed be liable for any consequences arising out of the services provided by the lawyer or legal professional.
- (d) **Emergency Call Relay.** AirMed will receive or transmit emergency messages between the Participant, their family and their employer. AirMed is available to the Participant 24/7, every day of the year.

Note: All costs associated with an air ambulance transport are the sole responsibility of the Participant and must be paid in full prior to AirMed performing the air medical transport.

2. AirMed Platinum Member Benefits – Specific Terms and Conditions. The particular terms and conditions contained in this Section VIII, Subsection 2 apply to all My Rewards™ Participants enrolled in a My Rewards™ Platinum Program level:

- (a) **Evacuation and Repatriation Services.** Should a Participant become hospitalized as an inpatient more than 150 miles from the home address stated on your Program

enrollment form, domestically or internationally, at the Participant's request, AirMed will provide the Participant with air medical transportation bedside-to-bedside to the hospital of their choice within the U.S. or Canada provided that the hospitals are more than 150 miles apart. Mileage is stated and calculated using the "great circle" formula.

- (b) **Air Medical Transportation to a Specialty Facility.** If a Participant is hospitalized as an inpatient and requires the services of a U.S. or Canadian specialty hospital located more than 150 miles away, AirMed will provide air medical transportation to that facility, provided the Participant is unable to travel by commercial means without a medical escort. The Participant's attending physician as well as the AirMed physician must agree to the medical necessity of this transport. A Participant is not eligible for transportation to a Specialty Facility within the first 90 days of enrollment. Mileage is stated and calculated using the "great circle" formula.
- (c) **24/7 Worldwide Medical Services Hotline.** This program connects Participants 24 hours a day, seven days a week, to the worldwide resources of AirMed including medical and second opinion referrals. Participants have access to AirMed's Medical Communications Center professionals who will provide information about how and where to obtain medical care while traveling, including medical monitoring and coordination with local health care professionals.
- (d) **Transport of Mortal Remains.** In the unfortunate event of a Participant's death while traveling more than 150 miles from the address listed on the Participant's enrollment application, AirMed will make all necessary arrangements, at no additional cost, to return the mortal remains to a funeral facility in the city of the Participant's primary residence as requested by the family. Mileage is stated and calculated using the "great circle" formula.
- (e) **Legal Referrals.** If a Participant requires emergency legal assistance away from home, AirMed will arrange without charge to the Participant an initial telephone consultation with an appropriate attorney. If referral to an attorney in another jurisdiction is required, referral is included without charge. The final selection and all fees and costs associated with an attorney will be the full responsibility of the Participant. AirMed does not guarantee the quality of the legal advice nor shall AirMed be liable for any consequences arising out of the services provided by the lawyer or legal professional.
- (f) **Emergency Call Relay.** AirMed will receive or transmit emergency messages between the Participant, their family and their employer. AirMed is available to the Participant 24/7, every day of the year.

3. General Program Terms and Conditions Specific to AirMed. The particular terms and conditions contained in this Section VIII, Subsection 3 apply to all My Rewards™ Participants enrolled in any My Rewards™ Program level:

AirMed memberships are available to United States and Canadian Residents up to the age of 75 at the time of enrollment. 'U.S. resident' definition shall not include U.S. pacific territories and other outlying areas within the Pacific Ocean.

AirMed membership is valid for unlimited U.S. and Canadian travel and international travel with a limit of 90 days of unbroken travel per trip.

Air Ambulance evacuation and repatriation flights international or domestic will be performed if an inpatient hospitalization is required, and it is determined that the remaining hospital stay can be completed at a hospital nearer the Participant's home, and the Participant is unable to return to their home hospital via commercial airline without a medical escort. Aircraft used for the medical transport of AirMed Participants are fully equipped intensive care aircraft staffed with specially trained medical teams. However, if the Participant's condition permits, the Participant may be transported by scheduled commercial airline, at AirMed's expense while accompanied by an AirMed medical escort or medical team.

If in the case of a Participant's discharge from a hospital facility located more than 150 miles from home and they are unable to travel on a commercial airline without a medical escort due to the medical condition, AirMed will provide the Participant with air medical transportation back to the Participant's residence within the U.S. or Canada. After AirMed assesses the Participant's medical condition, AirMed may perform the transport with a medical escort via commercial airline.

Air medical services are limited to two separate flights per membership per year. Note: only one transport per membership year may be for transportation to a Specialty Facility.

AirMed must make all arrangements for medical evacuation and repatriation. Since AirMed is a membership program and not an insurance plan, AirMed will not reimburse Participants for expenses they incur on their own. Decisions regarding urgency of the case, the best timing and the most suitable means of transportation will be made by the AirMed medical department after consultation with the local attending physician and the patient's receiving physician. AirMed provides Participants with fixed-wing air ambulance service.

Both the originating and receiving hospital must be reasonably accessible by ground ambulance to transport the Participant to and from an airfield capable of accommodating an AirMed aircraft or one of its authorized affiliates aircraft. The cost associated with transportation from ships, isolated areas or islands to an airport accessible to AirMed aircraft is not covered and will be the responsibility of the Participant. AirMed membership does not include helicopter evacuation.

Due to the limited medical facilities and testing available on cruise ships, in some cases the AirMed Medical Director may require the member to be admitted to a hospital on-shore before dispatching the AirMed aircraft.

Due to the high risk of sending U.S. registered aircraft and personnel into countries where the U.S. State Department, Department of Transportation, or the Federal Aviation Administration (FAA) has issued travel restrictions, membership services are subject to exclusion in these areas.

Family members, business associates, and/or traveling companions may accompany the patient, at no additional cost, on AirMed aircraft during transport, provided space is available and the patient care is not compromised.

Passengers accompanying patients transported on scheduled commercial aircraft will be responsible for their own airfare.

While AirMed makes every effort to accommodate its Participants, the patient and an accompanying passenger are limited to one small carry-on bag each due to limited space available on medical aircraft. AirMed will arrange for additional luggage to be forwarded at the Participant's expense.

Membership is valid only after AirMed has received Enrollment application for the Participant and by enrolling as a Participant you accept and agree to the terms and conditions of membership.

In regard to the safety of our pilots and medical crew onboard transport flights, in conjunction with FAA regulatory standards regarding airborne pathogens and flight crew's ability to perform required emergency procedures, and in compliance with restrictions imposed by the U.S. State Department or others, Participants will not be entitled to air medical transport benefits if their illness or injury is a result of or is contributed to by the following:

- (a) War, invasion or civil war;
- (b) Suicide or attempted suicide or intentional self injury;
- (c) A Participant's own criminal or felonious act, or sustained while the Participant is in a state of insanity;
- (d) For the first 30 days of membership, a Participant may not be eligible for a transport due to illness or injury if the Participant was hospitalized for a related condition within 30 days prior to the membership effective date.
- (e) A Participant is not eligible for transportation to a Specialty Facility within the first 90

days of enrollment.

- (f) A Participant suffering from a psychiatric or mental disorder that is not manageable and will not allow safe transport within the confines of the ground ambulance and aircraft may not be transported;
- (g) A Participant being evaluated for or on an organ transplant list prior to enrollment will not be entitled to a transport for conditions related to that transplant;
- (h) A Participant who is hospitalized at the time of enrollment will not be eligible for transport benefits for that hospitalization and may not be accepted for membership entirely;
- (i) A Participant with contagious airborne pathogens may not be transported;
- (j) A Participant traveling outside of the United States and Canada for the sole purpose of seeking medical treatment, whether inpatient or outpatient, experimental or otherwise, will not be eligible for air medical transport benefits for that specific medical condition;
- (k) A Participant beyond the second trimester of pregnancy may not be transported if the transport request relates to the pregnancy.
- (l) A Participant with mild lesions, simple injuries such as sprains, simple fractures or mild conditions which can be treated by local doctors and do not prevent the Participant from continuing his or her trip or returning home does not qualify for air medical transport.

IX. MY AREA DEALS™ COUPONS AND LOCAL DEALS SERVICE

1. Generally. This My Area Deals™ program is a combination of several components featured as local or national coupons, cards, online print, electronic, interactive, mobile app or other promotional advertising medium. Promotional merchant offers featured in My Area Deals™ programs are not gift cards.

2. Obtaining Offers. Offers may be found online or via your My Rewards™ mobile app and redeemed via printable coupon or mobile redemption. Print coupons online for new offers, additional offers, and merchant by simply clicking, printing and redeeming at participating merchants. Offers expire 14 days after printing. Each mobile offer can only be redeemed once by presenting the merchant with the coupon redemption ID found on the offer for 24 hours after selecting "Redeem."

3. General Rules.

- (a) *Additional Conditions* - Read the offer carefully for stated conditions, restrictions and exclusions. All offers are valid anytime except on defined holidays or unless the offer states otherwise. Certain offers are restricted to one offer per party per visit. These additional conditions supersede other Rules of Use.
- (b) *Discounts* - Discounts exclude tax, tip and/or alcohol, where applicable.
- (c) *Discount Redemption* - Present your coupon/Membership Card/mobile device to a participating merchant at the time you request your bill to receive your discount. The merchant will retain your coupon or return the card back to you to indicate you have used a discount offer. The least expensive item(s), up to the maximum value stated, will be deducted from your bill, or you will receive a percentage off the designated item(s), up to the maximum value stated, depending on the offer.
- (d) *Free Offers* - In most cases, to qualify for a free offer or complimentary item, you must purchase goods or services from the merchant making the offer. Such offers may not be used in conjunction with any other discount or awards program/offer.
- (e) *Movie Theatre Discounts* - Some movie theatres are obligated by studio contracts to exclude discounts on certain movies. Please see individual offers for theatre

exclusions, restrictions and conditions.

- (f) *Tipping* - Tipping for satisfactory services should be 15-20% of the total bill before the discount amount is subtracted.
- (g) *Use With Other Discounts and Promotions* - Up to three coupons/mobile offers may be used per party, unless the offer states "One per party." My Area Deals™ offers may not be combined with any other discounts or promotions.
- (h) *Valid Dates and Times/Holidays* - Read the offer carefully for valid dates and times. Major holidays, including those defined below, and regional holidays observed by participating merchants, are excluded, even if the offer states "valid anytime": New Year's Eve/Day, Valentine's Day, St. Patrick's Day, Easter, Mother's Day, Father's Day, Thanksgiving and Christmas Eve/Day. Additionally for Canada: Victoria Day, Canada Day, Labor Day and Boxing Day. Please check with the merchant regarding other holidays.

4. Edition Specific Rules.

- (a) *Louisville, Kentucky* - Offers not valid during Derby Week or Derby-related events.
- (b) *San Diego* - Limitations of liability stated herein might not apply in the city of San Diego. See San Diego Municipal Code 33.2713.
- (c) *Wisconsin and Tennessee* - Redemption may be subject to certain conditions and limitations, which must be stated on the coupon. You are entitled to inspect the coupon before purchase.

This membership and its offers are intended for the personal use of the individual Program Participant and are not valid with other discount offers or in other cities unless otherwise specified. The use of this membership or any of its components or offers for advertising purposes, in any form or fashion, is strictly prohibited. Any use of an offer in violation of these Rules will render the offer VOID and My Rewards, LLC will pursue all legal remedies available to it by law. Offers may not be reproduced and are void where prohibited, taxed or restricted by law.

My Rewards, LLC, and/or its parent or subsidiaries, will not be responsible if any establishment breaches its contract or refuses to accept the coupons/mobile offer; further, My Rewards, LLC will not be responsible for securing compliance from any such establishment.

My Rewards, LLC disclaims all alleged liability for bodily injury or property damage resulting from any accident, event or occurrence on, or resulting from the use of, the premises of the participating businesses. My Rewards, LLC disclaims all warranties express, implied or otherwise imposed by the law, regarding the condition of those premises or the safety of same. My Rewards, LLC disclaims all alleged vicarious liability for bodily injury or property damage resulting from the acts or omissions of the participating businesses.

5. Additional Rules.

- (a) To save at participating merchants, simply present your printed SaversGuide® coupon or membership card before the merchant totals your bill. Discounts exclude tax, tip, alcohol and sale items, where applicable.
- (b) SaversGuide® discounts may not be used in conjunction with any other coupon, discount offer or awards program.
- (c) Coupons are valid for two weeks from the date of printing, unless otherwise stated on the coupon.
- (d) *Up to 20% Off Discounts* - Receive an ongoing up to 20% off, up to a maximum of \$25 per visit.
- (e) *50% Off Discounts* - Receive up to 50% off, up to the maximum value stated on the offer.

- (f) *Buy-One-Get-One-Free Offers* - When purchasing two or more items, you will receive the least expensive item, up to the maximum value of the offer. In most cases, to qualify for a free offer or complimentary item, you must purchase goods or services from the merchant making the offer.

6. Additional Rules for Dining Discounts.

- (a) *2-for-1 Offers* - When purchasing two or more main-course entrees or menu items, the restaurant will deduct the least expensive main-course entree or menu item, up to the maximum value on the offer. For restaurants offering one complimentary "entree" when a second is purchased, an "entree" is considered a main-course item. Coupons are not valid for discount-priced daily specials, sale items, senior citizen rates, Early Bird specials, carryout, buffets, etc. unless otherwise noted.
- (b) *Dining Alone Option* - Some restaurants include a "when dining alone" option clearly stated in the offer. These are valid only when dining alone and may not be used when an individual diner joins one or more other people at a table.
- (c) *Dining In Groups* - When more than two people dine together, the following applies:
 - (i) One bill per table (no separate checks), unless separate checks are the restaurant's standard policy.
 - (ii) Only one coupon may be used for every two people, up to a maximum of three coupons per party.
 - (iii) The least expensive entrees or menu items in the party are discounted, up to the maximum value, unless otherwise specified on the coupon.
 - (iv) *Dining With Children* - Discounts do not apply to children's menu items. When dining with children, you must order two or more adult-priced main-course entrees or menu items in order to receive one complimentary, up to the maximum value.

7. Other Rules.

- (a) *Tipping* - For satisfactory service, the tip should equal 15-20% of the TOTAL BILL before the discount is subtracted.
- (b) *Valid Times/Holidays* - Read the offer carefully for valid dates and times. Major holidays, including those that follow, are excluded, even if the offer states "valid anytime": Christmas Eve/Day, New Year's Eve/Day, Valentine's Day, Easter, St. Patrick's Day, Thanksgiving, Mother's Day, Father's Day, Sweetest Day. NOTE: Some merchants also observe other regionally celebrated holidays. Please check with the merchant regarding other holidays.
- (c) *Coupons are non-transferable* - The barter, trade, sale, photocopying, alteration, purchase, or transfer of these offers by any person or entity is strictly prohibited. These offers are intended for the non-profit use of the individual registered for this program. Any use of an offer in violation of these Rules will render the offer VOID. Offers may not be reproduced and are void where prohibited, taxed, or restricted by law. Entertainment and/or its parent or subsidiaries, will not be responsible if any establishment breaches its contract or refuses to accept an offer; however, Entertainment will attempt to secure merchant compliance to the best of the company's ability.

X. MATTERS RELATING TO THE DISCOUNT PRESCRIPTION DRUG CARD

1. Generally. THE DISCOUNT PRESCRIPTION DRUG CARD (the "Rx Card") PROGRAM IS NOT INSURANCE. The Rx Card holder is responsible to pay 100% of the purchase price for all drugs. The purchase price includes the discounted cost of the drug plus all dispensing fees. The Rx Card holder pays

the lower of the discounted drug cost plus dispensing fees, or the participating pharmacy's cash price to customers. The purchase price may vary by drug and by pharmacy. Discounted drugs must be purchased only at participating pharmacies. All discounted drugs may not be available at all participating pharmacies.

This Prescription Drug Savings Program (the "Rx Card Program") is administered by EnvisionRxOptions (the "Program Administrator"). The Program Administrator has negotiated discounts and dispensing fees with a network of participating pharmacies, and has contracted with the sponsor of the Program named on your Rx Card (the "Program Sponsor") to provide access to discounted drugs by Rx Card holders through the participating pharmacies. No portion of the drug cost or dispensing fees for drugs purchased by Rx Card holders under the Program is paid by the Program Sponsor or Program Administrator.

Rx Card holders are advised to check this website periodically for program updates. Contact the toll-free number on your Rx Card for more information or inquiries.

2. Dispute Resolution in Matters Relating to the Rx Card. Except as otherwise required by applicable state law, the following is the Rx Card Program's dispute resolution procedure:

- (a) If for any reason you become dissatisfied with the level of service provided by the Rx Card Program, you may contact our Rx Card Customer Service Department, toll-free, at: (877) 684-0032.
- (b) The Rx Card Program's cardholders always have the option of filing a complaint or asking any question in writing. Please address your inquiries to:

*My Rewards™ Rx Savings Card
c/o EnvisionRxOptions
P.O. Box 89698
Tampa, FL 33689-0411*

The Rx Card Program will provide a written response to your inquiry within fifteen (15) days of receipt. When submitting your inquiry please include the following:

- (i) Your name, address and telephone number;
- (ii) The details surrounding the reason for your inquiry or complaint;
- (iii) Information concerning the efforts that you have made to resolve the matter;
- (iv) All responses that other parties have made in response to your complaint; and
- (v) How you would like to see that matter resolved

XI. VIP CUSTOMER SERVICE

Participants are afforded a direct line of communication with a My Rewards™ customer service representative to discuss questions or matters relating to the Program or the Benefits by dialing 855-798-9989 or sending an email to address VIP@myeasyrewards.net.

XII. 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 Program website. For all correspondence, including but not limited to loan agreements, confirmation e-mails, and cancellation e-mails, your account number, when necessary to be displayed, will be displayed in a masked format (*for example, "*****789" instead of "123456789"*). By accepting these Terms & Conditions, you are consenting to the use of the masked account number as a true and accurate representation of the full account number for your Program eligible Financial Institution checking account.

XIII. DISCLAIMER OF WARRANTY

By utilizing your My Rewards™ Debit Card, you expressly agree that use of the Program, including but not limited to use of a Financial Institution short-term loan service, if any is offered, is at your sole risk. **YOU ACKNOWLEDGE THAT THE PROGRAM, INCLUDING WITHOUT LIMITATION THE FINANCIAL**

INSTITUTION SHORT-TERM LOAN SERVICE, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE, FINANCIAL INSTITUTION, 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 PROGRAM, INCLUDING WITHOUT LIMITATION THE FINANCIAL INSTITUTION SHORT-TERM LOAN SERVICE. MOREOVER WE AND OUR LICENSORS AND VENDORS ARE NOT RESPONSIBLE FOR ANY TECHNICAL ISSUES EXPERIENCED BY YOU. WE AND OUR LICENSORS AND VENDORS MAKE NO AND EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROGRAM, INCLUDING WITHOUT LIMITATION THE FINANCIAL INSTITUTION SHORT-TERM LOAN SERVICE, 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 AND OUR LICENSORS AND VENDORS DISCLAIM ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE PROGRAM, INCLUDING WITHOUT LIMITATION THE FINANCIAL INSTITUTION SHORT-TERM LOAN SERVICE (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.

XIV. LIMITATION OF LIABILITY

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 RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00). IN NO EVENT SHALL WE BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

OUR LICENSORS AND VENDORS WILL NOT BE SUBJECT TO ANY LIABILITY TO YOU IN CONNECTION WITH ANY MATTER WHATSOEVER.

ALL CLAIMS MUST BE BROUGHT WITHIN NINETY (90) DAYS AFTER THE EVENT GIVING RISE TO THE CLAIM OCCURRED.

You acknowledge and agree that we shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by us in offering the Program, in accordance with or in an unintentional deviation from these Terms & Conditions. You acknowledge that our systems and procedures established for administration of the Program, including without limitation the Financial Institution small-dollar loan service, are commercially reasonable. You shall defend, indemnify, and hold us and our licensors and vendors harmless from and against all liability, damage, and loss arising out of any claims, suits, or demands brought by third parties with respect to the Program, including without limitation the Financial Institution small-dollar loan service.

We shall not be liable for any loss, damage, liability, or claim arising directly or indirectly from any error, delay, or failure to perform hereunder which is caused by earthquakes, fires, natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, failures in either communication or computer networks, legal constraints, or any other event beyond our control. In no event will we be liable for any indirect, consequential, punitive, or special damages. We shall not be responsible for liability, loss, or damage of any kind resulting from any delay in the performance of or failure to perform our responsibilities hereunder due to causes beyond our reasonable control.

We are not responsible for any damages or losses that result from participating or being unable to participate in the Program, including without limitation the Financial Institution small-dollar loan service. We are not responsible and assume no liability for any unavailability of the Program website or other technical malfunctions.

XV. ARBITRATION

IT IS IMPORTANT THAT YOU READ THIS ENTIRE SECTION CAREFULLY. THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION.

This Arbitration section sets forth the circumstances and procedures under which Claims may be arbitrated instead of litigated in court. You and we specifically acknowledge and agree that these Terms & Conditions evidence a "transaction involving commerce" under the Federal Arbitration Act and hereby waive and relinquish any right to claim otherwise. This agreement to arbitrate is made in consideration of you being allowed to participate in the Program and is part of the bargained-for exchange resulting in your enrollment in the Program and becoming entitled to access the Benefits provided under the Program.

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling the My Rewards™ customer service department at 855-798-9989. In the unlikely event that the My Rewards™ customer service department is unable to resolve a complaint you may have to your satisfaction (or if My Rewards™ has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed \$75,000, My Rewards™ will pay the costs of the arbitration, including filing, administrative, hearing and/or other fees, to the extent that such fees exceed the amount of the filing fees and court costs a plaintiff would have incurred if the Claim had been brought in the federal or state court closest to the plaintiff's billing address that would have jurisdiction over the Claim.

As used in this Arbitration section, the term "Claim" or "Claims" means any claim, dispute or controversy between you and us arising from or relating to your participation in the Program, these Terms & Conditions, any other related or prior agreement that you may have had with us or the relationships resulting from your participation in the Program, these Terms & Conditions or any prior agreement, including the validity, enforceability or scope of this Arbitration section, these Terms & Conditions or any prior agreement. For the purposes of this Arbitration Provision, "you" and "us" also include any corporate parent, or wholly or majority-owned subsidiaries, affiliates, any licensees, predecessors, successors, assigns, all agents, employees, directors and representatives of any of the foregoing, and other persons referred to below in the definition of "Claims." "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims, third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. "Claim" also includes claims by or against any third party using or providing any product, service or benefit in connection with the Program if and only if such third party is named as a co-party with you or us (or files a Claim with or against you or us) in connection with a Claim asserted by you or us against the other. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (a) the Program account or any Point balances on the Program account, (b) advertisements, promotions or oral or written statements related to the Program or any Program reward or (c) the redemption for and use of any reward. We shall not elect to use arbitration under this Arbitration Provision for any Claim that you properly file and pursue in a small-claims court in your state or municipality as long as the Claim is individual and pending only in that court. Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedure of the national arbitration organization (the "Code") to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either JAMS ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select the other organization listed to serve as arbitration administrator. For a copy of the procedures, to file a Claim, or for other information about these organizations, contact them as follows: JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614; website: <http://www.jamsadr.com>; AAA, 335 Madison Avenue, New York, NY 10017; website: <http://www.adr.org>. In addition to the arbitration organizations listed above, Claims may be referred to any other arbitration organization that is mutually agreed upon in writing by you and us, or to an

arbitration organization or arbitrator(s) appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16, provided that any such arbitration organization and arbitrator(s) will enforce the terms of the Restrictions on Arbitration provision set forth below.

NO DISPUTE MAY BE JOINED WITH ANOTHER LAWSUIT, OR IN AN ARBITRATION WITH A DISPUTE OF ANY OTHER PERSON, OR RESOLVED ON A CLASS-WIDE BASIS. THE ARBITRATOR MAY NOT AWARD DAMAGES THAT ARE BARRED BY THIS AGREEMENT AND MAY NOT AWARD PUNITIVE DAMAGES, TREBLE DAMAGES, CONSEQUENTIAL DAMAGES, EXEMPLARY DAMAGES, OR ATTORNEYS' FEES UNLESS SUCH DAMAGES OR FEES ARE EXPRESSLY AUTHORIZED BY A STATUTE. YOU AND MY REWARDS™ BOTH WAIVE ANY CLAIMS FOR AN AWARD OF DAMAGES THAT ARE EXCLUDED UNDER THIS AGREEMENT. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class-action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to awards to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless agreed to in writing by all parties. By using you're My Rewards™ Debit Card and thereby entering into this Agreement, you agree that you and My Rewards™ are each waiving the right to a trial by jury or to participate in a class action.

YOU AND MY REWARDS™ AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and My Rewards™ agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

This Arbitration section is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, as it may be amended from time to time (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration section shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a concise and written explanation of the basis for the decision. The arbitration proceeding shall not be governed by any federal or state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the requesting party within fifteen (15) days of receiving the requesting party's notice. The granting or denial of either party's request will be at the sole discretion of the arbitrator, who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals and business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall reconsider anew any aspect of the initial award requested by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct an arbitration pursuant to its Code and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

The statute of limitations, estoppel, waiver, laches, and similar doctrines shall be applicable, to the extent allowable by law, in any arbitration proceeding, and the commencement of any arbitration proceeding

shall be deemed the commencement of an action for these purposes. The arbitrator shall apply relevant Delaware and Federal law and provide written and reasoned findings of fact and conclusion of law. The arbitration shall be conducted in Wilmington, Delaware, or any other place mutually acceptable to you and us.

This Arbitration Provision shall survive termination of the program or your participation in it. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, these Terms & Conditions, or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity. The foregoing does not apply to the prohibition against class or representative actions that is part of the arbitration clause; if that prohibition is found to be unenforceable, the arbitration clause (but only the arbitration clause) shall be null and void.

XVI. INDEMNIFICATION

You agree to indemnify, defend and hold harmless us and Financial Institution and each of our licensors, licensees and vendors and each of their respective shareholders, members, managers, directors, officers, employees and agents (the "Indemnified Parties") from and against any and all losses, costs, expenses, fees (including, but not limited to, reasonable attorney fees and disbursements), claims, damages, liabilities and causes of actions of third parties resulting or arising from: (i) your failure to abide by or perform any obligation imposed upon you under these Terms & Conditions, (ii) the willful misconduct, fraud, criminal activity, intentional tort or negligence of you or any of your representatives involving use of any aspect of the Program; (iii) the actions, omissions or commissions of you, your employees, consultants and/or agents relating to any aspect of the Program; or (iv) any transmission or instruction, whether or not authorized, acted upon by us in good faith. You shall be provided with prompt notice of any claims and given full authority and assistance (at your expense) for the defense of any such claims; provided that we may participate in such defense and settlement with counsel of our own choosing at our own expense; provided, further, however, you shall have no authority to settle any claim against any Indemnified Party without the prior written consent of such Indemnified Party (which consent shall not be unreasonably withheld).

XVII. ALL INTELLECTUAL PROPERTY RIGHTS RESERVED

All trademarks and/or service marks used in association with the Program or the Program website are the property of their respective owners. Nothing in association with the Program, any aspect of the Program, or the Program website shall be construed as conferring a license or right to any patent, trademark, copyright or other intellectual property right. The documentation, software and other materials contained at this site, in these Terms & Conditions, and used in association with the Program or the Program website are either owned and copyrighted by us, or otherwise being used by us under license.

XVIII. ASSIGNMENT

At any time, we may without notice to you assign your Program account. You may not assign your Program account or any of your rights or obligations, and any attempted assignment by you will be void.

XIX. NOTICES, DISCLOSURES AND COMMUNICATIONS

You agree that we may send any disclosures or notices, including without limitation change of terms notices, as well as any other information relating to the Program, to you in electronic form, or by U.S. mail, at our option. We also, alternatively or in addition to other forms of notice, may post such disclosures, notices or other information on this website or send the disclosures, notices or other information to you by email at the email address you have provided us. Any required notice period begins to run when we deposit the notice with the U.S. Postal Service or when we post the disclosure, notice or other information on the website or send it to your email address.

With regard to notices, disclosures, records or Program information provided to you in electronic form, you have the right or option to (i) have the record provided or made available on paper or in nonelectronic form, and (ii) to withdraw any consent by you to have such notices, disclosures, records or Program information provided or made available in an electronic form. Your decision to withdraw any consent by you to have such notices, disclosures, records or Program information provided or made available in an electronic form shall not be subject to condition, consequence (including termination of your Program Enrollment), or

fee.

By your signature during the Enrollment process and by your action in participating in the Program, you have affirmatively consented to have notices, disclosures, records or Program information provided or made available to you in writing through the use of an electronic record. As of the time of your Enrollment, you had not withdrawn this consent. Your consent to have notices, disclosures, records or Program information provided or made available to you in writing through the use of an electronic record applies to all aspects of the Program, including without limitation to all communications with or from us, a Third Party Benefit Provider, and/or the Financial Institution.

As noted in this Section XIX, written disclosures, information and notices, including without limitation notices, disclosures, records or Program information, may be provided or made available to you in hard copy at your request by calling 855-798-9989 and making request and, by doing so, you may withdraw any consent you have otherwise given to have records provided or made available in an electronic form without condition, additional fee, or consequence. To update information needed to contact you electronically, you may also call 855-798-9989 and make changes by following the menu instructions. In order to access and retain electronic records provided or made available by the Company, you must have (i) an internet connected device, (ii) a valid e-mail address, and (iii) portable document format (PDF) viewing software. Your ability to review these Terms & Conditions reasonably demonstrates that you can access information in the electronic form that will be used to provide the information that is the subject of any consent you have given to have records provided or made available in an electronic form.

XX. FREQUENTLY ASKED QUESTIONS

We may provide Frequently Asked Questions (“FAQs”) for reference on <http://www.myeasyrewards.net>. The FAQs are not a part of any Program agreement, and the Program enrollment application, ACH authorization, and these Terms and Conditions will control in the event any conflicting information is contained in the FAQs.