



## BUSINESS ACCOUNT AGREEMENT

### AGREEMENT ACCEPTANCE AND AMENDMENTS

**Acceptance:** This Account Agreement (the "Agreement") includes the Rates and Fees Table and governs your credit card account ("Account"). You promise to pay for all transactions, interest charges and fees assessed on your Account, and any past due amounts. This Agreement is binding if you use your Account or make a payment on it. The words "we," "us" and "our" mean Builtwell Bank, which is the issuer of your credit card and lender for your Account. The words "entity" "you," "your" and "yours" mean everyone responsible for this Account, including the person who applied for the Account, any authorized user of card ("Holder"), and the person to whom we provide the billing statements. The word "card" means each card or other access device, such as Account numbers, that we give you to use your Account.

**Amendments:** We have the right to change the terms of this Agreement for any reason, and in any respect, by adding, deleting or modifying any provision, including APRs, fees, the Minimum Payment and other terms. We can add a new provision without regard to whether the provision deals with a matter already addressed by this Agreement.

In certain circumstances, we are required by law to notify you of changes to the terms of this Agreement, and in other circumstances we may not be required to do so. When required by law to advise you that you have a legal right to reject any changes we make, we will provide an explanation about how to do that.

### USING YOUR ACCOUNT

Your Account is to be used only for business purposes. You promise that you will not allow your Account to be used for Internet gambling, and you will not use it for any unlawful purposes or transactions, including check kiting.

**Authorized Users:** If you let anyone use your Account, that person is an authorized user. You may request another card for each authorized user. You, as the entity, are responsible for all use of your Account including charges by authorized users. You must tell us if you want to stop an authorized user from using your Account by submitting a request in writing. The written request must be on company letterhead. Requests can be submitted by fax, mail, or by visiting one of our branch locations. It is your responsibility to get any cards or any other means of access to your Account from the authorized user and destroy them or return them to us upon request.

**Billing Cycles/Statements:** Your Business Account will have time periods called "billing cycles" or "billing periods." Each billing cycle is about one month in length. We will provide a billing statement each month for which there is an undisputed credit or debit balance of \$1.00 or more.

**Closing Date:** The closing date is the last day of the billing cycle; all transactions received after the closing date will appear on your next statement.

**Credit Line:** We also call this a credit limit. We will assign a credit line to your Account. The Business Credit Card Statement will show the amount of your credit line as of the date of the statement. If the Account goes over the limit, you must repay the over-limit amount when it is billed on the monthly billing statement, or sooner if we ask. We may, but are not obliged to, allow your Account to go over its credit line. We may change or cancel your credit line without advanced notice. If we do, it will not excuse you from your obligations to pay us. We may restrict the extent to which your credit line can be used for different types of transactions (for example, purchases, balance transfers and/or cash advances) such as by limiting the dollar amount or number of or time period available for any such transactions, and we may completely prohibit use of your credit line for particular types of transactions.

**Lost or Stolen Cards or Account Numbers:** If you lose or someone steals your card or any other means to access your Account, or if you think someone has used your Account without your permission, you must tell us immediately. **Lost or stolen cards or PINS should be reported immediately to Issuer by notifying FRAUD CENTER, P.O. Box 91101 Seattle, WA. 98111, and Telephone (855) 293.2458 domestically, (206) 389.5200 internationally.** Do not use your Account after you notify us. We may end your credit privileges and close your Account if we consider it appropriate. You agree to provide us information to help us find out what happened.

### TYPES OF TRANSACTIONS AND AUTHORIZATIONS

**Purchases:** You may use your card to pay for goods or services.

**Cash Advances:** You may use your card to get cash from automatic teller machines or from banks that accept the card. All of the following uses of your Account will be treated as "cash advances": purchasing travelers checks, foreign currency, money orders, wire transfers or similar cash-like transactions; purchasing lottery tickets, casino gaming chips, race track wagers or similar betting transactions; and making a payment using a third party service.

**Refusal to Authorize Transactions:** We may decline any transaction on your Business Credit Card Account for any of the following reasons: operational matters, the Account is in default (including exceeding your credit line), suspected fraudulent or unlawful activity, or any other reason we choose. We are not responsible for any losses if a transaction on the Account is declined for any reason, either by us or a third party.

### PAYMENTS

Within **25** days after each statement Closing Date, you shall pay either (a) the full amount billed ("New Balance") or, at your option (b) a minimum payment as indicated on your Rates and Fees table, whichever is greater. As part of the Minimum Payment, we will also add any amount past due and we reserve the right to add any amounts in excess of your credit line. Even if the Minimum Payment does not include amounts in excess of your credit line, you must pay such amounts when billed on your monthly statement or sooner if we ask you to do so.

**Effects of Making Minimum Payment:** Making only the minimum payment will increase the interest you pay and the time it takes to repay the balance.

**Payment Instructions:** You, the Entity, agree to pay us amounts you owe in U.S. dollars. You must use a check, money order or electronic debit drawn on a U.S. bank. Payments received by **5:00 PM EST** at the location specified on the front of the statement after the phrase "Please Mail Your Payments to:" will be credited as of the date of the receipt to the account specified on the payment coupon. Payments made in person during normal business hours at branch locations where such payment are accepted will be treated as received on the same day. Payments that do not conform to the requirement set forth on or with the periodic statement (e.g. missing payment stub, payment envelope other than as provide with you statement, multiple checks or multiple coupons in the same envelope) may be subject to delay in crediting, but shall be credited within five days of receipt. If there is a credit balance due on your account and you want a full refund, then submit a written request to the address indicated on the front of your periodic statement after the phrase "Send Billing Inquiries and Correspondence to". When we receive or apply a payment, we might not restore your available credit by that amount for up to 15 days.

By sending a check, you are authorizing the use of the information on your check to make a one-time electronic debit from the account on which the check is drawn. This electronic debit, which may be posted to your account as early as the date your check is received, will be only for the amount of your check. The original check will be destroyed and we will retain its image in our records. If you have questions please call the customer service number on the front of your periodic billing statement.

If payment is received is marked as paid in full or indicates it is to pay all amounts owed us we may accept such a conditional payment and without agreeing to the condition. Also, we may return a conditional payment to you and you will still owe us the amount of the payment or any other amounts owed on the Account.

**Payment Crediting/Allocation:** We will apply payments equal to or less than the required Minimum Payment amount and any credits to balances on your Account in a way that is most favorable to or convenient to us. Generally, and except as required by law, we will credit payments over the required Minimum Payment to balances with the highest APR first. We will then credit payments to lower rate balances in descending order of APRs.

**Credit Balances:** If you do not request a refund of a credit balance as specified in the Payment Instructions section, we will apply it to any new charges on your Account or provide the refund to you as required by law.

**Automatic Charges:** You may allow others to automatically charge repeat transactions to your Account. You will be responsible for making new arrangements to make those payments if they are stopped for any reason such as the Account is closed or suspended, or the Account number changes.

#### **PERIODIC INTEREST CHARGES**

**Daily Interest Rates and Annual Percentage Rates:** The APRs and the corresponding daily interest rates are outlined on the "Interest Rate and Interest Charges" disclosure, which accompanies your credit card. To get the daily interest rate we divide the APR by 365.

**Periodic Interest Charge Calculation-Average Daily Balance** -The periodic Finance Charge Calculation Method applicable to the account for Cash Advances and Credit purchases of goods and services that are obtained through the use of the Card is explained below:

**CASH ADVANCES - Method F:** Average Daily Balance. To avoid incurring additional **Interest Charges** on the beginning balance of cash advances (and purchases. If Method F is specified as applicable to purchases) reflected on your monthly statement, you must pay the Beginning Balance shown on your monthly statement on or before the Payment Due Date. No grace period is provided for current cycle transactions.

The **Interest Charges** for a billing cycle are computed by applying the monthly Periodic Rate to the "average daily balance" of cash advances (and, if applicable, purchases). To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid interest charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

**PURCHASES - Method G:** Average Daily Balance. To avoid incurring additional **Interest Charges** on the balance of purchases (and cash advances, if Method G is specified as applicable to cash advances) reflected on your monthly statement and on any new purchases (and if applicable, cash advances) appearing on your next monthly statement, you must pay the New Balance shown on your monthly statement on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

The **Interest Charges** for a billing cycle are computed by applying the monthly Periodic Rate to the "average daily balance" of purchases (and, if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid interest charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

**Paying Interest:** We begin assessing periodic interest charges on a transaction, fee, or interest charge from the date it is added to your daily balance as described in this Agreement until your Account is paid in full. Your due date will be a minimum of **25** days following the close of each billing cycle. You can avoid periodic interest charges on new purchases when they are first billed to a statement, as described below, but not on cash advances. If you receive a current monthly statement that includes new purchases, and then make a payment that we receive by the date and time the Minimum Payment is due for that statement, we will not charge periodic interest on any portion of the new purchases on that statement that we allocate such payment to, so long as your current statement also shows that we received payment of the ending balance for your previous month's statement by the date and time its Minimum Payment was due or that the ending balance for your previous month's statement was zero. If you have a balance other than a purchase balance and the other balance carries a higher periodic interest rate, you may not be able to avoid periodic interest charges on new purchases if you do not pay your balance in full each month, because we generally allocate payments first to the balance with the highest periodic interest rate.

#### **OTHER FEES AND CHARGES**

**Please see the Rate and Fees table for a list of current fees.** We may charge the following fees. Transaction fees are added to the related balance for the type of transaction. All other fees are added to the balance for purchases.

**Foreign Transactions/Fees:** We may charge a Foreign Transaction fee as a percentage of the U.S. Dollar amount of any foreign transaction as provided to us from Visa. These Foreign Transaction fees are finance charges. The same process and charges will apply again if any Foreign Transaction is reversed. A Foreign Transaction fee is a fee which will be applied to transactions that take place outside of the United States, even if the currency used is U.S. Dollars. If a transaction is in a foreign currency, Visa International will convert the transaction into U.S. dollars by using their own currency conversion procedures. The exchange rate will be determined in one of two ways. Either the rate will come from the range of rates available in the

wholesale currency markets for the processing date (which may be different from the rate the card association receives) or a government-mandated rate in effect on that date. The exchange rate used may differ from the rate on the date of your transaction.

**Transaction Fees for Cash Advances:** We may charge you transaction fees for cash advances. These transaction fees are finance charges and are added to the balance for the applicable category of cash advances as of the date of that transaction.

**Late Fee:** We may charge a late fee if we do not receive at least the required Minimum Payment for any billing cycle by the date and time it is due.

**Minimum Interest Charge:** We may charge no less than the minimum interest charge if any periodic interest charge is due for a billing cycle.

**Return Payment Fee:** We may charge a return payment fee if the payment check or other type of payment is not honored, an automatic debit or other electronic payment is returned unpaid, or the payment check is not properly endorsed and signed, or it cannot be processed.

**Service Fees:** We may charge fees if you request a copy of a billing statement, sales draft or other record of your Account, or request any special services (for example, obtaining cards on an expedited basis). However, we will not charge fees for copies of documents requested for a billing dispute. Service fees may change from time to time. We will inform you of the fee in effect prior to when the applicable service is provided.

#### **DEFAULT/COLLECTION**

The Account may be in default if any of the following applies: we do not receive at least the Minimum Payment by the date and time due as shown on the billing statement. you exceed your credit line. you fail to comply with the terms of this Agreement. we obtain information that causes us to believe that you may be unwilling or unable to pay your debts to us or to others on time, you file for bankruptcy. or you become incapacitated or die.

If your Account is in default, we may close the Account without notice and require payment of the unpaid balance immediately. To the extent permitted by law, if you are in default because you have failed to pay us, you will pay our collection costs, attorneys' fees, court costs, and all other expenses of enforcing our rights under this Agreement.

#### **CLOSING/SUSPENDING YOUR ACCOUNT**

You may close the Account at any time. We may require you to provide a closure request in writing. Except as required by applicable law, we may close the Account or suspend credit privileges or any feature on the Account at any time for any reason, including Account inactivity, without notice. If we close the Account or suspend credit privileges or any feature, we will not be liable for any consequences that result. If you, or we, close your Account, you and any authorized users must stop using your Account immediately and destroy all cards or other means to access your Account or return them to us upon request. You will continue to be responsible for charges to your Account according to the terms of this Agreement.

#### **CREDIT INFORMATION**

We may review the credit history of any authorized signors or any user of your Account. Information will be obtained from credit reporting agencies and others. We may report information about you and the Account to credit reporting agencies. If you request additional cards on the Account for others, we may report Account information in your name as well as in the names of those other people. If you think we have reported information to a credit reporting agency that is not correct, you may write to us using the Billing Inquiries and Correspondence address listed on your billing statement and at the end of this Agreement. Please include your name, address, account number, telephone number and a brief description of the problem and a copy of the credit reporting agency report if you have it. We will investigate the matter. If our investigation shows that you are right, we will contact each credit reporting agency to which we reported the information and will request they correct the report. If we disagree with you after our investigation, we will tell you in writing or by telephone.

**Negative Credit Reports:** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

#### **COMMUNICATIONS/CHANGE OF INFORMATION**

We can provide cards, billing statements and other communications to you at any mailing address shown in our records. If the contact information is changed, such as any mailing address or telephone number, you are responsible for immediately notifying us in writing at the address shown on the billing statement. Telephone numbers you provide include those you give us and/or those we obtain from caller ID processes. We may obtain telephone number or mailing address information from you or third parties, and we may accept mailing address corrections from the United States Postal Service.

If more than one person is responsible for this Account, we can provide billing statements and communications to any of you. Notice to one of you will be considered notice to all of you. You all will remain obligated on the Account. You agree to pay any fee(s) or charge(s) for incoming communications from us, and/or outgoing communications to us, without reimbursement from us. You authorize us, or anyone acting on our behalf, to call any number you provide or call any number where we reasonably believe we can contact you. These include calls to mobile, cellular, or similar devices, and calls using automatic telephone dialing systems and/or prerecorded messages. Some of the legal purposes for calls and messages include: suspected fraud or identity theft; obtaining information; transactions on or servicing of your Account; collecting on your Account; and providing you information about products and services.

#### **TELEPHONE MONITORING AND RECORDING**

We and our agents may listen to and record your telephone calls with us. You agree that we and our agents may do so, whether you or we initiate the telephone call.

#### **ENFORCING THIS AGREEMENT**

We can delay enforcing or not enforce any of our rights under this Agreement without losing our right to enforce them in the future. If any of the terms of this Agreement are found to be unenforceable, all other terms will remain in full force.

#### **ASSIGNMENT**

We may assign your Account, any amounts you owe us, or any of our rights and obligations under this Agreement to a third party. The assignee will be entitled to any of our rights that we assign to that person.

#### **GOVERNING LAW**

THE TERMS AND ENFORCEMENT OF THIS AGREEMENT AND YOUR ACCOUNT SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT STATE LAW APPLIES, THE LAW OF TENNESSEE, WITHOUT REGARD TO CONFLICT-OF-LAW

PRINCIPLES. THE LAW OF TENNESSEE, WHERE WE AND YOUR ACCOUNT ARE LOCATED, WILL APPLY NO MATTER WHERE YOU LIVE OR USE THE ACCOUNT.

**FOR INFORMATION Please call (866)668-4700 if you have any questions about your Account or this Agreement.**

Last revised 12/2024

## Disclosures Required by Federal Law

| INTEREST RATES AND INTEREST CHARGES                                                                                              |                                                                                                                                                                                                                                                                         |
|----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Annual Percentage Rate (APR) for Purchases                                                                                       | <b>16.99%-21.99%</b><br>This APR will vary with the market based on the Prime Rate.                                                                                                                                                                                     |
| APR for Cash Advances                                                                                                            | <b>22.25%-27.25%</b><br>This APR will vary with the market based on the Prime Rate.                                                                                                                                                                                     |
| Penalty APR and When It Applies                                                                                                  | None                                                                                                                                                                                                                                                                    |
| How to Avoid Paying Interest on Purchases                                                                                        | Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. The interest charge on cash advances begins from the date you obtain the cash advance. |
| Minimum Interest Charge                                                                                                          | None                                                                                                                                                                                                                                                                    |
| For Credit Card Tips from the Consumer Financial Protection Bureau                                                               | To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>                      |
| FEES                                                                                                                             |                                                                                                                                                                                                                                                                         |
| Annual Fee                                                                                                                       | None                                                                                                                                                                                                                                                                    |
| Transaction Fees <ul style="list-style-type: none"><li>Cash Advance</li><li>Foreign Transaction</li></ul>                        | <b>4% of the cash advance or \$10, whichever is greater.</b><br><b>1% of each transaction in U.S. dollars.</b>                                                                                                                                                          |
| Penalty Fees <ul style="list-style-type: none"><li>Late Payment</li><li>Over-the-Credit Limit</li><li>Returned Payment</li></ul> | <b>\$39.00</b><br><b>None</b><br><b>\$39.00</b>                                                                                                                                                                                                                         |
| Other Fees <ul style="list-style-type: none"><li>Pay by Phone</li></ul>                                                          | <b>\$10.00 if assisted by a live representative. There is no charge for automated payments.</b>                                                                                                                                                                         |

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new purchases).” See your account agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

**How We Will Calculate Your Variable APRs:** We calculate variable APRs by adding a margin to the highest U.S. Prime Rate published in the Money Rates section of The Wall Street Journal two business days (not weekends or federal holidays) before the closing date shown on your billing statement. The APR may increase or decrease each month if the Prime Rate changes. Any new rate will be applied as of the first day of the calendar month following the month with which the Prime Rate has changed. If the APR increases, you will pay a higher interest charge and may pay a higher minimum payment. The Prime Rate is simply a reference index and is not the lowest interest rate available. If The Wall Street Journal stops publishing the Prime Rate, we will select a similar reference rate.

**Prime Rate:** Variable APRs are based on the 7.25% Prime Rate as of September 18, 2025.

**Purchase APR:** For Purchase transactions we add a margin of 9.74%, 11.74%, or 14.74% to the Prime Rate of 7.25% depending on your credit score at time of credit approval.

**Cash APR:** For Cash transactions we add a margin of 15%, 17%, or 20% to the Prime Rate of 7.25% depending on your credit score at the time of credit approval.

**Military Lending APR:** Federal law provides important protections to certain members of the Armed Forces and their dependents relating to the extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account, the costs associated with the credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

# Mastercard® Guide to Benefits

for Small Business  
Cardholders



## Builtwell Bank Mastercard for the Following Small Business Cardholders:

### Mastercard® Business Card

#### **Important information. Please read and save.**

To file a claim or for more information on any of these services, call the Mastercard Assistance Center at **1-800-Mastercard: 1-800-627-8372,** or **en Español: 1-800-633-4466.**

"Card" refers to Mastercard® card and "Cardholder" refers to a Mastercard® Cardholder.



Please take a few minutes to familiarize yourself with the benefits of this program. You may also want to make a photocopy to take with you when traveling.

This Guide applies to travel and retail purchases made on or after December 22, 2020 and supersedes any previous Guide or program.

The benefits below are subject to **Issuer** participation. Please check with your card issuing financial institution to see if you are enrolled.

## Key Terms

Throughout this document, You and Your refer to the **Cardholder** or **Authorized User** of the **Covered Card** and the words "we," "us" and "our" mean Mastercard. In addition, bold terms that are not otherwise defined in this document shall have the meanings set forth below.

**Account Holder** means a person to whom an **Eligible Account** is issued and who holds an **Eligible Account** under his or her name.

**Authorized User** means a person who is recorded as an **Authorized User** of an **Eligible Account** by the **Account Holder** and who is authorized by the **Account Holder** to make payments to the **Eligible Account**.

**Cardholder** means the **Account Holder** or **Authorized User** of an **Eligible Account** in good standing.

**Covered Card** means the Mastercard® card linked to your **Eligible Account**.

**Eligible Account** means the account associated with the **Cardholder's** U.S. issued credit card, debit card, checking account, line of credit, loan, certificate of deposit or other account that is eligible for the benefits covered hereunder.

**Issuer** means your card issuing financial institution.

**Small Business Card** means Mastercard Small Business debit, Mastercard Small Business credit and/or eligible Mastercard-branded Small Business prepaid cards.

**Stolen** means items that are taken by force and/or under duress or the disappearance of the item from a known place under circumstances that would indicate the probability of theft.

**United States Dollars (USD)** means the currency of the United States of America.

## BUSINESS SERVICES

### Mastercard Digital Merchant Offers

#### Program Description:

Enjoy unique offers with popular digital brands on time-saving products and services.

#### Eligibility:

To be eligible for these offers, you must be a **Cardholder** who holds an eligible **Covered Card** issued by a U.S. financial institution.

### How to Use the Offers:

Visit [www.mastercard.us/businessoffers](http://www.mastercard.us/businessoffers) for information on how to avail the offers.

### Terms & Conditions:

Visit [www.mastercard.us/businessoffers](http://www.mastercard.us/businessoffers) for a full list of current digital merchant offers and applicable terms & conditions.

## Mastercard Receipt Management

### Program Description:

Mastercard offers a mobile Receipt Management application for all Mastercard **Small Business Card Cardholders** in the United States at no additional charge. Business owners and employees can snap photos of receipts to store them securely in the cloud. This will help businesses to better understand their expenses and manage their financial health. Receipts are foundational to better cash management for small businesses and the Mastercard Receipt Management app helps them categorize expenses (including personal vs. business), attach detailed notes, easily export data, and view clear reporting. Sort and view stored receipts based on merchant name, purchase date, amount, or expense category. Once the information is in the system, easily export your receipt images and/or the associated expense data to share with a bookkeeper or accountant.

### Eligibility and Activation:

To use the app simply search for and download the iOS or Android version of Mastercard Receipt Management from the Apple or Google app store. Then use your valid Mastercard **Small Business Card** (issued by a U.S. financial institution) to activate the mobile app.

## PEACE OF MIND

### Mastercard ID Theft Protection™ (IDT)

#### Program Description:

Mastercard ID Theft Protection alerts you to possible identity theft by monitoring the surface, dark and deep web, searching for compromised credentials and potentially damaging use of your registered personal information. It also provides you with resolution services should you find yourself a victim of identity theft.

#### Eligibility:

All Mastercard small business **Cardholders** in the U.S. are eligible for this coverage. Enrollment is required.

#### Service Provider:

ID Theft Protection is provided by Generali Global Assistance, Inc. More information about this service provider is available at: <https://mastercardus.idprotectiononline.com/>.

#### Access:

To receive ID Theft Protection, you must enroll at: <https://mastercardus.idprotectiononline.com/>. ID Theft

Protection is provided on a 24-hour basis, 365 days a year. Contact **1-800-Mastercard** if you believe you have been a victim of identity theft.

### **Charges:**

There is no charge for ID Theft Protection, it is provided by your **Issuer**.

### **Program Provisions for Mastercard ID Theft Protection:**

To receive ID Theft Protection, you must enroll as described above and such benefits related to ID Theft Protection accrue as of the date of enrollment.

Mastercard ID Theft Protection is governed by the terms provided in this Guide to Benefits and the Terms and Conditions and Terms of Service available at:

**<https://mastercardus.idprotectiononline.com/>**.

The terms and conditions contained in this Guide to Benefits may be modified by subsequent mailings, statement inserts, or statement messages.

Mastercard or your financial institution can cancel or non-renew these services, and if we do, we will notify you at least thirty (30) days in advance. If the provider non-renews or cancels any services provided to eligible Mastercard **Cardholders**, you will be notified within 30–120 days before the expiration of the service agreement.

In the event substantially similar service takes effect without interruption, no such notice is necessary.

For general questions regarding these services, please contact **1-800-Mastercard** or please see

**<https://mastercardus.idprotectiononline.com/>**.

### **ID Theft Protection Services Provided:**

#### **1. DETECT POTENTIAL IDENTITY AND FRAUD THREATS**

##### **Personally Identifiable Information (PII)**

**Compromised Credentials** monitors for a combination of email address /username /password /security questions located within:

- Hacker account dump sites
- Hactivist forums
- Data leaks
- Malware logs

Alerts are sent with event details, also listed within resolution console and most often includes source of breach (from where the data was harvested).

**High-Risk Transactions** monitors a **Cardholder's** high-risk transactions with more than 300 of the nation's largest companies to uncover and thwart account takeover attempts. Knowledge-Based Authentication (questions only an individual should know about themselves such as what street they lived on in 2009) used by organizations across industries limits the risk of identity theft or account takeover. Alerts are sent when a series of knowledge-based authentication questions are generated to validate the **Cardholder's** identity (i.e. when

accessing a credit report). Monitored transactions include:

- Credit cards
- Bank accounts
- Brokerage accounts
- Healthcare portals
- Workplace intranets
- Other services (e.g. peer-to-peer fund transfers)

**Dark Web Monitoring** provides monitoring of underground webpages people can visit without third parties being able to trace the location of the web visitors or the webpage publisher. Dark web sites make up about .01% of the Internet and are intentionally hidden or protected by encryption technologies and not accessible via standard web browsers.

### **Credit Information**

**Single Bureau Credit Monitoring** monitors a **Cardholder's** TransUnion credit file for changes that could indicate fraud such as new credit inquiries, an address change or new credit account(s) opened in their name. In order to use this service, **Cardholders** must provide some personal information, such as name, address, date of birth, and SSN, and undergo either digital verification via text or knowledge-based authentication. ID Theft Protection sends alert notification emails, such as change of address alerts, anytime potentially unauthorized inquiries or suspicious activities on **Cardholder's** credit file are detected so they can take immediate action to minimize damage.

### **Additional Information**

Small Business ID Theft Protection upgrades ID Theft Protection identity monitoring services by adding URL and Domain monitoring to the existing list of monitored items. URL and Domain monitoring searches for the **Cardholder's** business URL and domain (limited to 10 domains) within corporate data breaches, malicious third-party botnets and criminal forums.

#### **2. RECEIVE ALERTS OF SUSPICIOUS ACTIVITY**

- Email Addresses
- Debit/Credit Cards
- Loyalty/Affinity Cards
- Bank Account Numbers
- Passport Numbers
- Medical and Vehicle Insurance Cards
- Driver's Licenses
- National Identity Numbers/Social Security Numbers
- New Lines of Credit
- Address Changes

#### **3. RESOLVE IDENTITY THREATS WITH SELF-SERVICE RESOLUTION OR SPECIALIST SUPPORT**

**Self-Service ID Theft Resolution Kit** is a self-service resolution document which informs **Cardholders** of the different forms of ID theft, and how to resolve each situation. Resolution tools in the kit include preventive measures, step-by-step guides and sample letters to be sent to collection agencies.



**Access to Resolutions Specialists** which assigns a personal case manager to help take care of everything.

**Self-Service ID Theft Wizard** provides step-by-step advice for many identity theft scenarios that **Cardholders** may face. All ID Theft Protection users have access to the Identity Theft Protection Kit found in the Profile section of their portal, which explains the many forms of identity theft and provides protective measures anyone can take to limit their risk. The kit also contains a Federal Trade Commission sample affidavit form, as well as sample letter templates for filing disputes in cases of identity theft or fraud.

**Online Fraud Alerts** allow **Cardholders** to place a statement on their credit report that instructs lenders to contact the **Cardholder** before issuing new credit. This makes it more difficult for an identity thief to open new accounts in their name. When **Cardholders** place a fraud alert with one bureau, the other two bureaus are informed, and the alert is then placed on all three bureau files. Fraud alert placement is free, and alerts stay on the **Cardholder** credit files for one year.

**Mastercard Global Service™**

Mastercard Global Service™ provides worldwide, 24-hour assistance with **Lost and Stolen Card Reporting, Emergency Card Replacement, and Emergency Cash Advance.**

Call Mastercard Global Service immediately to report your card lost or **stolen** and to cancel the account. If you need to make purchases or arrange for a cash advance, with your **Issuer's** approval, you can receive a temporary card the next day in the United States, and within two business days almost everywhere else.

Remember, if you report your card lost or **stolen**, you will not be responsible for any unauthorized transactions on your account.

In the United States (including all 50 states, the District of Columbia, the U.S. Virgin Islands, and Puerto Rico) and Canada, call **1-800-307-7309.**

When out-of-country and in need of assistance, you can easily reach a specially trained Mastercard Global Service Representative who can help you 24 hours a day, 365 days a year, in any language. You can call toll-free from over 80 countries worldwide. Some of the key toll-free Mastercard Global Service telephone numbers are:

|                 |               |                      |                  |
|-----------------|---------------|----------------------|------------------|
| Australia ..... | 1-800-120-113 | Mexico.....          | 001-800-307-7309 |
| Austria .....   | 0800-070-6138 | Netherlands.....     | 0800-022-5821    |
| France .....    | 0-800-90-1387 | Poland.....          | 0-0800-111-1211  |
| Germany .....   | 0800-071-3542 | Portugal .....       | 800-8-11-272     |
| Hungary .....   | 06800-12517   | Spain.....           | 900-822-756      |
| Ireland .....   | 1-800-55-7378 | United Kingdom...    | 0800-96-4767     |
| Italy.....      | 800-870-866   | Virgin Islands ..... | 1-800-307-7309   |

For additional information, or for country-specific, toll-free telephone numbers not listed above, visit our website at **www.mastercard.com** or call the United States collect at **1-636-722-7111.**

**Account Information and Card Benefits:**

When in the United States, contact your card **Issuer** directly for account information and **1-800-Mastercard** for card

benefits. When traveling outside the U.S., call Mastercard Global Service to access your card **Issuer** for account information or to access any of your card benefits.

**ATM Locations:**

Call **1-877-FINDATM (1-877-346-3286)** to find the location of a nearby ATM in the Mastercard ATM Network accepting Mastercard®, Maestro®, and Cirrus® brands. Also, visit our website at **www.mastercard.com** to use our ATM locator.

You can get cash at over two million ATMs worldwide. To enable cash access, be sure you know your Personal Identification Number (PIN) before you travel.

**MasterRental Insurance Coverage**

**Additional Key Terms:** In addition to the Key Terms set forth above, in this MasterRental Insurance Coverage section, We, Us, and Our refer to New Hampshire Insurance Company, an AIG Company.

**Administrator** means Sedgwick Claims Management Services, Inc. You may contact the **Administrator** if you have questions regarding this coverage or would like to make a claim. The **Administrator** can be reached by phone at **1-800-Mastercard.**

**Authorized Driver(s)** means a driver with a valid driver's license issued from their state of residence and indicated on the **Rental Agreement.**

**Damage** means items that can no longer perform the function they were intended to do in normal service due to broken parts, material or structural failures.

**Evidence of Coverage (EOC)** means the document describing the terms, conditions, and exclusions. The **EOC**, Key Terms (as supplemented or modified by the Additional Key Terms), and Legal Disclosures are the entire agreement between You and Us. Representations or promises made by anyone that are not contained in the **EOC**, Key Terms (as supplemented or modified by the Additional Key Terms) or Legal Disclosures are not a part of your coverage.

**Rental Agreement** means the entire agreement or contract that you receive when renting a **Vehicle** from a **Vehicle** rental agency that describes in full all of the terms and conditions of the rental, as well as the responsibility of all parties thereunder.

**Vehicle** means a land motor vehicle with four wheels that is designed for use on public roads and intended for use on a bound surface such as concrete and tarmac. This includes minivans and sport utility vehicles that are designed to accommodate less than nine (9) passengers.

**Evidence of Coverage:**

Pursuant to the below terms and conditions, when you rent a **Vehicle** for thirty-one (31) consecutive days or less with your **Covered Card**, you are eligible for benefits under this coverage. Refer to Key Terms (as supplemented or modified by the Additional Key Terms) for the definitions of **you, your, we, us, our**, and words that appear in bold and Legal Disclosures.

## A. To get coverage:

You must initiate and then pay for the entire **Rental Agreement** (tax, gasoline, and airport fees are not considered rental charges) with your **Covered Card** and/or the accumulated points from your **Covered Card** at the time the **Vehicle** is returned. If a rental company promotion/discount of any kind is initially applied toward payment of the rental **Vehicle**, at least one (1) full day of rental must be billed to your **Covered Card**.

You must decline the optional collision/**Damage** waiver (or similar coverage) offered by the rental company.

You must rent the **Vehicle** in your own name and sign the **Rental Agreement**.

Your **Rental Agreement** must be for a rental period of no more than thirty-one (31) consecutive days. Rental periods that exceed or are intended to exceed thirty-one (31) consecutive days are not covered.

## B. The kind of coverage you receive:

We will pay for the following on a primary basis:

- Physical **Damage** and theft of the **Vehicle**, not to exceed the limits outlined below.
- Reasonable loss of use charges imposed by the **Vehicle** rental company for the period of time the rental **Vehicle** is out of service. Loss of use charges must be substantiated by a location and class-specific fleet utilization log.
- Towing charges to the nearest collision repair facility.
- Theft or **Damage** to personal effects in transit in the rental **Vehicle** or in any building en route during a trip using the rental **Vehicle**. You must first file under other applicable insurance (e.g., home or business), and then we'll cover whatever is not covered by your insurance under our Secondary Personal Effects Insurance. Maximum coverage per rental period is \$1,000 per covered person, per occurrence. The total benefits per rental period cannot exceed \$2,000.

This coverage is not all-inclusive, which means it does not cover such things as personal injury, personal liability, or personal property. It does not cover you for any **Damages** to other **Vehicles** or property. It does not cover you for any injury to any party.

## C. Coordination of benefits:

When MasterRental is provided on a secondary basis and a covered loss has occurred, the order in which benefits are determined is as follows:

1. You or an **Authorized Driver's** primary auto insurance;
2. Collision/**Damage** waiver provided to you by the rental agency;
3. Any other collectible insurance;
4. The coverage provided under this **EOC**.

If you or an **Authorized Driver's** primary auto insurance or other coverage has made payments for a covered loss, we will cover your deductible and any other eligible amounts, described in Section B, not covered by the other insurance.

Note: In certain parts of the United States and Canada, losses to rental **Vehicles** that are covered by your personal **Vehicle** insurance policy liability section may not be subject to a deductible, which means that you may not receive any benefits from this program. Contact your insurance provider for full coverage details pertaining to your personal vehicle liability insurance policy (or similar coverage).

If you have no other insurance or your insurance does not cover you in territories or countries outside of the United States, coverage is considered primary coverage.

## D. Who is covered:

The **Covered Card Cardholder** and those designated in the **Rental Agreement** as **Authorized Drivers**.

## E. Excluded rental vehicles:

- All trucks, pickups, full-size vans mounted on truck chassis (including, but not limited to, Ford EconoVan), cargo vans, campers, off-road **Vehicles**, and other recreational **Vehicles**.
- All sport utility trucks. These are **Vehicles** that have been, or can be converted to an open, flatbed truck (including, but not limited to, Chevy Avalanche, GMC Envoy, and Cadillac Escalade EXT).
- Trailers, motorbikes, motorcycles, and any other **Vehicle** having fewer than four (4) wheels.
- Antique **Vehicles** (**Vehicles** that are more than twenty (20) years old or have not been manufactured for at least ten (10) years), or limousines.

## F. Where you are covered:

Coverage is available worldwide.

Coverage is not available in countries where:

- a) This **EOC** is prohibited by that country's law; or
- b) The terms of the **EOC** are in conflict with the laws of that country.

## G. Coverage limitations:

We will pay the lesser of the following:

- a) The actual repair amount;
- b) Wholesale market value less salvage and depreciation;
- c) The rental agency's purchase invoice less salvage and depreciation.

In addition, coverage is limited to \$500 **USD** per incident for reasonable loss of use charges imposed by the **Vehicle** rental company for the period of time the rental **Vehicle** is out of service.

We will not pay for or duplicate the collision/**Damage** waiver coverage offered by the rental agency.

## H. What is NOT covered:

- Any personal item **Stolen** from the interior or exterior of rental **Vehicles**.
- **Vehicle** keys or portable Global Positioning Systems (GPS).
- **Vehicles** not rented by the **Cardholder** or **Authorized User** on the **Covered Card**.

- Any person not designated in the **Rental Agreement** as an **Authorized Driver**.
- Any obligations you assume other than what is specifically covered under the **Rental Agreement** or your primary **Vehicle** insurance or other indemnity policy.
- Any violation of the written terms and conditions of the **Rental Agreement**.
- Any loss that occurs while driving under the influence of drugs or alcohol.
- Any loss associated with racing or reckless driving.
- Losses involving the theft of the rental **Vehicle** when you or an **Authorized Driver** cannot produce the keys to the rental **Vehicle** at the time of reporting the incident to the police and/or rental agency, as a result of negligence.
- Mechanical failures caused by wear and tear, gradual deterioration, or mechanical breakdown.
- Subsequent **Damages** resulting from a failure to protect the rental **Vehicle** from further **Damage**.
- Blowouts or tire/rim **Damage** that is not caused by theft or vandalism or is not a result of a **Vehicle** collision causing tire or rim **Damage**.
- Rental **Vehicles** where collision/**Damage** waiver coverage (or similar coverage) was accepted/purchased by you.
- Any **Damage** that is of an intentional or non-accidental nature, caused by you or an **Authorized Driver** of the rental **Vehicle**.
- Depreciation, diminishment of value, administrative, storage, or other fees charged by the **Vehicle** rental company.
- **Vehicles** with a **Rental Agreement** that exceeds or is intended to exceed a rental period of thirty-one (31) consecutive days from a rental agency.
- Losses resulting from any kind of illegal activity.
- **Damage** sustained on any surface, other than a bound surface such as concrete or tarmac.
- **Damage** sustained on any road not regularly maintained by a municipal, state, or federal entity.
- Losses as a result of war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or **Damage** by any government, public authority, or customs official; risks of contraband; illegal activity or acts.
- Any loss involving the rental **Vehicle** being used for hire, for commercial use, or as a public or livery conveyance.
- Theft of, or **Damage** to, unlocked or unsecured **Vehicles**.
- Value-added tax, or similar tax, unless reimbursement of such tax is required by law.

## I. How to file a claim:

- Visit **www.mycardbenefits.com** or call **1-800-Mastercard** to open a claim. You must report the claim within sixty (60) days of the loss or the claim may not be honored.
- You may choose to assign your benefits under this insurance program to the rental agency from which you rented your

**Vehicle**. Please contact us or our designated representative for further details.

- Submit the following documentation within one hundred and eighty (180) days of the incident or the claim may not be honored:
  - o Receipt showing the **Vehicle** rental.
  - o Statement showing the **Vehicle** rental.
  - o The **Rental Agreement** (front and back).
  - o Copy of Your valid driver's license (front and back).
  - o Copy of the declarations page of any primary **Vehicle** insurance and other valid insurance or coverage.
  - o Police report when the **Vehicle** is **Stolen**, vandalized (regardless of the **Damage**), or involved in a collision that requires the **Vehicle** to be towed, in a multi-**Vehicle** collision, or the **Vehicle** is not drivable.
  - o Itemized repair estimate from a factory authorized collision repair facility.
  - o Copy of the **Vehicle** rental company promotion/discount, if applicable.
  - o Copy of the **Vehicle** rental location class-specific fleet utilization log, if loss of use charges are being claimed. You must secure this log from the rental agency.
  - o Any other documentation that may be reasonably requested by us or our **Administrator** to validate a claim.

## MasterRental Legal Disclosure

This MasterRental Guide to Benefits is not, by itself, a policy or contract of insurance or other contract.

Benefits are provided to you, the **Account Holder**, at no additional charge. Non-insurance services may have associated costs, which will be your responsibility (for example, legal referrals are free, but the lawyer's fee is your responsibility).

The insurance benefits are provided under a group policy issued by New Hampshire Insurance Company, an AIG company. This MasterRental Guide to Benefits is a summary of benefits provided to you. The above Key Terms (as supplemented or modified by the Additional Key Terms) and **EOC** are governed by the Group Policy.

**Effective date of benefits:** Effective October 27, 2020, this MasterRental Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The Policyholder and the insurer reserve the right to change the benefits and features of these programs at any time. Notice will be provided for any changes.

**Cancellation:** The Policyholder can cancel these benefits at any time or choose not to renew the insurance coverage for all **Cardholders**. If the Policyholder does cancel these benefits, you will be notified in advance. If the insurance company terminates, cancels, or chooses not to renew the coverage to the Policyholder, you will be notified as soon as is practicable. Insurance benefits will still apply for any benefits you were eligible for prior to the date of such terminations, cancellation,



or non-renewal, subject to the terms and conditions of coverage.

**Benefits to you:** These benefits apply only to the **Cardholder** whose cards are issued by U.S. financial institutions. The United States for purposes of this section is defined as the fifty (50) United States, the District of Columbia, American Samoa, Puerto Rico, Guam, and the U.S. Virgin Islands. No person or entity other than the **Cardholder** shall have any legal or equitable right, remedy, or claim for benefits, insurance proceeds and **Damages** under or arising out of these programs. These benefits do not apply if your card privileges have been cancelled. However, insurance benefits will still apply for any benefit you were eligible for prior to the date that your account is suspended or cancelled, subject to the terms and conditions of coverage.

**Transfer of rights or benefits:** No rights or benefits provided under these insurance benefits may be assigned without the prior written consent of the claim **Administrator** for these benefits.

**Misrepresentation and Fraud:** Benefits shall be void if the **Cardholder** has concealed or misrepresented any material facts concerning this coverage.

**Dispute Resolution – Arbitration:** This **EOC** requires binding arbitration if there is an unresolved dispute concerning this **EOC** (including the cost of, lack of, or actual repair or replacement arising from a loss or breakdown). Under this Arbitration provision, You give up your right to resolve any dispute arising from this **EOC** by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three (3) arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing the parties' positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, the disputing party must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose. The parties will each separately select an arbitrator. The two (2) arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by the parties. Unless otherwise agreed to by the parties, the arbitration will take place in the county and state in which you live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (**www.adr.org**) will apply to any arbitration under this **EOC**. The laws of the state of New York (without giving effect to its conflict of law principles) govern all matters arising out of or relating

to this **EOC** and all transactions contemplated by this **EOC**, including, without limitation, the validity, interpretation, construction, performance and enforcement of this **EOC**.

**Due Diligence:** All parties are expected to exercise due diligence to avoid or diminish any theft, loss or **Damage** to the property insured under these programs. "Due diligence" means the performance of all vigilant activity, attentiveness, and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect the item.

**Subrogation:** If payment is made under these benefits, the insurance company is entitled to recover such amounts from other parties or persons. Any party or **Cardholder** who receives payment under these benefits must transfer to the insurance company his or her rights to recovery against any other party or person and must do everything necessary to secure these rights and must do nothing that would jeopardize them, or these rights will be recovered from the **Cardholder**.

**Salvage:** If an item is not repairable, the claim **Administrator** may request that the **Cardholder** or gift recipient send the item to the **Administrator** for salvage at the **Cardholder's** or gift recipient's expense. Failure to remit the requested item for salvage to the claim **Administrator** may result in denial of the claim.

**Other Insurance:** Coverage is secondary to and in excess of any other applicable insurance or indemnity available to You. Coverage is limited to only those amounts not covered by any other insurance or indemnity. It is subject to the conditions, limitations, and exclusions described in this document. In no event will this coverage apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language.

**Non-Contribution:** In no event will these insurance benefits apply as contributing insurance. The non-contribution insurance clause will take precedence over the non-contribution clause found in any other insurance policies.

**Severability of Provisions:** If in the future any one or more of the provisions of this MasterRental Guide to Benefits is, to any extent and for any reason, held to be invalid or unenforceable, then such provision(s) shall be deemed "severable" from the remaining provisions of the Guide. In that event, all other provisions of this Guide shall remain valid and enforceable.

Benefits listed in this MasterRental Guide to Benefits are subject to the conditions, limitations, and exclusions described in each benefit section. Receipt and/or possession of this MasterRental Guide to Benefits does not guarantee coverage or coverage availability.

This MasterRental Guide to Benefits is intended as a summary of services, benefits, and coverages and, in case of a conflict between the Guide and the master insurance policies, or an **Issuer's**, or Mastercard actual offerings, such master policies or actual offering shall control. Provision of services is subject to availability and applicable legal restrictions.

## Mastercard Easy Savings® Program

Mastercard is providing these Mastercard Easy Savings® Program Terms and Conditions ("Terms and Conditions") with respect to your U.S. Mastercard small business signature debit, prepaid, or credit card (each, a **"Small Business Card"**) and/or U.S. Mastercard Multi Card card, Mastercard Purchase Card card, and/or Mastercard Corporate Card (each, a "Commercial Card"). Upon receipt or affirmative acceptance of these Terms and Conditions, you hereby accept the Terms and Conditions for the applicable Mastercard Easy Savings® Program - U.S. Small Business and/or the Mastercard Easy Savings® Program - U.S. Commercial (each, as applicable, the "Program"). You further accept these Terms and Conditions and ratify this acceptance by using, receiving or accepting any benefit of a rebate under the Program.

If you do not wish to participate in the Program, please contact your **Issuer**.

These Terms and Conditions set forth the terms applicable to your use of the Program. The Program provides you with automatic rebates on eligible purchases from participating merchants in the United States if you use an eligible, enrolled Mastercard **Small Business Card** or Commercial Card. Please read these Terms and Conditions carefully and keep them for your records.

In these Terms and Conditions, "Program Website" means **www.easysavings.com** for the Mastercard Easy Savings® Program – U.S. Small Business or **www.easysavings.com/commercial** for the Mastercard Easy Savings® Program – U.S. Commercial (or such other websites).

**Participation:** For Mastercard Easy Savings® Program – U.S. Small Business only: If you have been notified by the **Issuer** of your Mastercard **Small Business Card** that your Mastercard **Small Business Card** has been automatically enrolled in the Program, you may participate in the Program effective as of the date indicated in the notification from the **Issuer**. If you have been notified by the **Issuer** of your Mastercard Commercial Card that your Mastercard Commercial Card has been enrolled in the Program, you may participate in the Program immediately.

The Program is available only to **Cardholders** using eligible, enrolled **Small Business Cards** or Commercial Cards, as applicable, issued by a United States financial institution. You must be enrolled in the Program prior to using a **Covered Card** at a Merchant, as defined below, or to receive the rebate benefits of the Program.

If you access the Program Website or use the Program, you also accept the Terms and Conditions as posted on the Program Website.

**Your Data:** You agree to the terms of the Program's privacy notice as posted on the Program Website which may be amended from time to time. You acknowledge and agree that your **Issuer** and Mastercard may share and use data regarding you, your personnel and such Card usage with each other and with third parties, such as Merchants and service providers, to operate the Program and for internal operational purposes,

including, but not limited to, sending you and your personnel emails regarding the Program.

**Merchant Offers:** Merchants that are participating in the Program ("Merchant(s)") may provide offers for rebates on purchases of goods or services ("Offers") at participating Merchant locations for **Covered Cards**. The amount of any rebate and other terms and conditions applicable to a rebate will be determined by the Merchant, and are subject to change at any time and without notice. Please refer to any disclosures provided by your **Issuer** and the Program Website for any details on any Offer terms and conditions. Offers may be redeemed only at participating Merchant locations. See the Program Website for the latest information on available Offers. Certain issuing banks may restrict your access to: (i) or the ability to make purchases from, certain Merchants; (ii) certain Offers; or (iii) certain elements of the Program for other purposes. Please refer to the Offer details provided by your issuing bank, the Program Website, and/or the Offer details below for the latest information on available offers.

**Offer Acceptance:** When you purchase goods or services using a **Covered Card** from a participating Merchant, you will receive a rebate on your purchase, subject to any terms and conditions of the Offer and provided that the purchase transaction: (a) originated in the United States, (b) is authorized, settled and cleared through the Mastercard Global Clearance and Processing System, and (c) is not a PIN-based transaction. The rebate will not appear on your receipt at the point of sale. The form of the rebate may be a credit to your **Covered Card** account or the rebate may be in another form, as determined by your **Issuer**. If a rebate is credited to your **Covered Card** account, please note that it might not appear on the same statement as the related purchase. There may be a delay of up to one statement cycle in crediting a rebate. Please note that rebates will be based on the standard currency related to your **Covered Card**.

**Reversals:** All or a portion of a rebate may be reversed in certain circumstances, including without limitation, upon a return, dispute, adjustment, or fraudulent card activity.

**Disclaimer of Liability:** Mastercard's role under the Program is limited to processing information regarding Offers on behalf of Merchants and the **Issuer**. Mastercard is not responsible for any Offers or rebates, your ability to use Offers or rebates, the crediting of any rebates to your Card account, reversals of Offers or rebates, accuracy or completeness of information about Offers or rebates, or any acts or omissions of the **Issuer** or Merchants. Mastercard provides the Program on an "AS IS" basis, and Mastercard disclaims any and all warranties, including without limitation, any warranties of merchantability or fitness for a particular purpose, except as required by applicable law. Mastercard is not liable to you for any damages that you suffer in connection with your participation in the Program, unless the damage results directly from Mastercard's failure to perform the express obligations under these Terms and Conditions. Mastercard and its affiliates, its respective directors, officers, employees, agents, and successors and assigns, are not responsible, and



shall not be liable for, any direct, indirect, special, incidental, or consequential damages (including lost profits). Without limiting the foregoing, Mastercard is not responsible for any card account fees or penalties that you incur on your card, including fees and penalties that may result from rebate reversals. Any tax liability resulting from your participation in the Program shall be your sole responsibility, and not Mastercard's responsibility or the responsibility of any Merchant or the **Issuer**. Merchants or the **Issuer** may report information regarding the Program and your participation in it to tax authorities. Merchants and the **Issuer** may not vary these Terms and Conditions as applied to the relationship between you and Mastercard and may not make any commitments that are binding on Mastercard.

**Termination:** You may terminate your participation in the Program at any time by notifying your **Issuer**. There may be a delay of up to 30 days in effecting such termination, and reversals or adjustments of rebates may continue after termination, as determined in Mastercard's discretion. Mastercard or your **Issuer** may terminate your participation in the Program at any time, without notice unless required by law. Mastercard reserves the right to add or terminate any participating Merchant or any Offer without notice. Any terms, which by their nature should survive the termination of these Terms and Conditions, shall survive.

**Change of Terms:** Mastercard can add to, delete from, or change (each, a "change") the terms of these Terms and Conditions and/or the Program at any time. Mastercard will notify you of changes by posting the revised terms and conditions on the Program Website.

**Questions Regarding the Program:** You should direct any questions related to the Program, Offers, any Program restrictions, or rebates to your **Issuer**.

**Disputes:** Any disputes regarding Offers or rebates, or your ability to participate or receive them, may be determined by Mastercard, by your **Issuer**, or Merchants. That resolution will be final and binding on you.

**Additional Terms:** Your **Issuer** and Merchants may impose additional terms on your participation in the Program. These Terms and Conditions are in addition to, and do not amend or replace, your card agreement with your **Issuer**.

**Miscellaneous:** These Terms and Conditions will be governed by the laws of New York State, without regard to conflict of law principles. Any dispute arising out of or in connection with the interpretation or performance of these Terms and Conditions, that is not settled in accordance with the section of these Terms and Conditions entitled "Disputes", shall be finally settled by the Courts located in the City and State of New York, which shall have exclusive jurisdiction. YOU AND Mastercard HEREBY WAIVE ANY RIGHT TO A JURY TRIAL. You may not assign your rights under these Terms and Conditions. Mastercard may assign its rights and obligations at any time. The invalidity of any provision of these Terms and Conditions will not affect the validity of the remaining portions. Any waiver by Mastercard of its rights under these Terms and Conditions is binding only if in a writing signed by Mastercard.

The use of your **Issuer** and Merchant names and logos in the Program is by permission only.

**–Participating Merchants Offer Details:** Restrictions, conditions, and limitations apply. Visit the Merchant detail pages at [www.easysavings.com](http://www.easysavings.com) for more details.

#### **Mastercard Easy Savings® Program for Commercial**

**–Participating Merchants Offer Details:** Restrictions, conditions, and limitations apply. Visit the Merchant detail pages at [www.easysavings.com/commercial](http://www.easysavings.com/commercial) for more details.

© Mastercard, Mastercard Easy Savings Program, Mastercard Easy Savings Program for Commercial and the Mastercard brand marks are registered trademarks of Mastercard International Incorporated. All third-party product and service names referenced herein are trademarks of their respective owners.

### Account and Billing Information

**Important:** Contact your **Issuer** directly for questions concerning your account, such as account balance, credit line, billing inquiries (including transaction exchange rates), merchant disputes, or information about additional services not described in this Guide. Your financial institution's phone number should be available on your monthly billing statement or on the back of your card.

**Reminder: Please refer to the Legal Disclosure section.**

### Legal Disclosure

**Effective date of benefits:** Effective October 27, 2020, this Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party.

**Severability of Provisions:** If in the future any one or more of the provisions of this Guide to Benefits is, to any extent and for any reason, held to be invalid or unenforceable, then such provision(s) shall be deemed "severable" from the remaining provisions of the Guide. In that event, all other provisions of this Guide shall remain valid and enforceable.

Benefits listed in this Guide to Benefits are subject to the conditions, limitations, and exclusions described in each benefit section. Receipt and/or possession of this Guide to Benefits does not guarantee coverage or availability.

This Guide is intended as a summary of services, benefits, and coverages and, in case of a conflict between the Guide and the master insurance policies, or an **Issuer's**, or the Mastercard actual offerings, such master policies or actual offerings shall control. Provision of services is subject to availability and applicable legal restrictions.

**To file a claim or if any questions, call  
1-800-Mastercard: 1-800-627-8372,  
or en Español: 1-800-633-4466.  
Visit our Web site at [www.mastercard.com](http://www.mastercard.com).**

