

NAVIGANT CREDIT UNION BUSINESS CASH BACK MASTERCARD® REWARDS GUIDE - PROGRAM TERMS AND CONDITIONS

This Rewards Guide governs the Navigant Credit Union Business Cash Back Mastercard Program (the “Program”). By using the credit card (the “Card”), you agree to the terms and conditions governing the Program. The Program allows you to earn Cash Back Rewards Points (“Rewards Points”). Your continued participation in the Program is also governed by the terms and conditions of your Navigant Credit Union Business Credit Card Agreement. Agreement refers to the agreement governing the terms of your Card account. Please review this document and keep it for your reference, along with your Agreement. “You” and “your” mean the person(s) who applied for the Card on behalf of the business entity (the “Company”). “We,” “our,” us,” or “Navigant” means Navigant Credit Union. Any accounts issued under the Primary Account will also be governed by this Rewards Guide.

REWARDS AT A GLANCE

Earn Rewards:

- **3% Cash Back Rewards for each \$1 spent on gas and restaurant purchases.**
Restaurant purchases include takeout and eligible delivery services.
For example, if you spend \$200, you will earn \$6.00 in Cash Back rewards.
- **2% Cash Back Rewards for each \$1 spent on travel and office supply purchases.**
For example, if you spend \$200, you will earn \$4.00 in Cash Back rewards.
- **1% Cash Back Rewards for each \$1 you spend on all other eligible net purchases.**
For example, if you spend \$200, you will earn \$2.00 in Cash Back rewards.

Cash Back Rewards are paid in Rewards Points. Earn Rewards Points for every dollar you spend on eligible net purchases, as long as your account is in good standing. A Card account is in good standing if your Card account is open and has charging privileges. \$1 spent is equal to 1 Rewards Point which equals \$.01 in cash back.

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DETAILS ABOUT YOUR REWARDS

EARNING REWARDS

HOW TO EARN REWARDS POINTS:

You will earn Rewards Points for every dollar you spend on all *eligible* net purchases as follows:

- 3% Cash Back Rewards for each \$1 spent on gas and restaurant purchases with no limits, as long as your account is in good standing. Restaurant purchases include takeout and eligible delivery services. For example, if you spend \$200, you will earn \$6.00 in Cash Back rewards.
- 2% Cash Back Rewards for each \$1 spent on travel and office supply purchases with no limits, as long as your account is in good standing. For example, if you spend \$200, you will earn \$4.00 in Cash Back rewards.
- 1% Cash Back Rewards for each \$1 you spend on all other eligible net purchases with no limits, as long as your account is in good standing. For example, if you spend \$200, you will earn \$2.00 in Cash Back rewards.

- Each \$1 spent is equal to 1 Rewards Point which equals \$.01 in cash back.
- A net purchase is the amount of a purchase less any credits, returns and adjustments (“Purchase”).
- A Purchase includes the total amount of each sale including sales tax and gratuities.
- Purchases resulting in fractions will be rounded up to the nearest whole cent if greater than 0.50 and rounded down if equal to or less than 0.49.
- You can begin earning Rewards Points on the date you receive the Card and the Agreement.
- Your Card account must be in good standing to earn Rewards Points. An account is in good standing if it is open and has charging privileges.
- From time to time, special promotions may offer additional opportunities to earn bonus Reward Points, and the specific details will accompany the offer. Additional restrictions may apply.

WHAT IS AN ELIGIBLE PURCHASE

- An eligible Purchase is any lawful purchase to buy or lease goods or services, subject to the following exclusions:
 - Balance transfers, including convenience checks, cash advances, travelers' checks, money orders and other cash equivalents.
 - Account fees or charges, returned check charges, interest charges, or fees related to plans offered by us such as life insurance or payment protection plans.
 - Fraudulent or illegal purchases or unauthorized charges to your Card account.
 - Wire transfers fees.
 - The purchase of lottery tickets or any other gambling related charges.
- This list of exclusions is determined by Navigant in its' sole and absolute discretion and is subject to change at any time, and without notice.
- Only eligible Purchases qualify for Rewards Points.

MERCHANT CATEGORY DEFINITIONS AND MERCHANT CATEGORY CODES

- **Travel:** refers to merchants that provide travel services and transportation services such as airlines, airfare, lodging, hotels, motels, car rentals, travel agencies, railways, taxis, cruise lines, bus lines, and ferries. Navigant reserves the right to determine which travel category purchases qualify for the Rewards Points; some exclusions may apply.
- **Restaurants:** refers to merchants that primarily provide dining & food services such as eating places, restaurants, take-out, casual dining, fine dining, fast food establishments, bars, taverns, and food delivery services. Navigant reserves the right to determine which restaurant category purchases qualify for the Rewards Points; some exclusions may apply.
- **Gas:** refers to merchants that primarily sell fuel for vehicles such as service stations, automated fuel dispensers, gas stations, and pay-at-pump locations. Navigant reserves the right to determine which gas category purchases qualify for the Rewards Points; some exclusions may apply.
- **Office Supplies:** refers to merchants that primarily sell office-related products and materials such as stationery, office supplies, printing and writing paper, stationery stores, office and school supply stores. Navigant reserves the right to determine which office supplies category purchases qualify for the Rewards Points; some exclusions may apply.
- **Purchases are submitted and categorized by the merchant. Merchants are assigned a merchant category code (“MCC”), which is determined by the merchant or its processor based on the products and services they primarily sell. Navigant does not choose the merchant code or control how purchases are classified. A purchase will not receive an additional bonus pertaining to the category if the merchant code is not eligible. Navigant is not responsible for: 1) the merchant’s transaction description, 2) the exclusion of merchants within a MCC, 3) delays in the merchant submitting the transaction or 4), if the transaction date provided by the merchant differs from your actual purchase date.**
- **We are not responsible for any mistakes made by a merchant regarding any Purchase. For example, if a merchant incorrectly identifies the Purchase as a gambling Purchase, we are not required to provide Rewards Points for that miscategorized purchase.**

EXPIRATION OF REWARDS:

Your Rewards Points are valid for five (5) years from the date earned as long as your Card account is in good standing.

REDEEMING YOUR REWARDS

HOW YOU CAN REDEEM YOUR REWARDS POINTS:

- To view and/or redeem your Rewards Points, you may visit our website at Navigantcu.org or through the Navigant mobile application.
- Once on the website or the mobile application, find SpendTrack® and then click on uChoose Rewards® to register and view and redeem your Rewards Points.

WHEN CAN YOU REDEEM YOUR REWARD POINTS:

- Rewards Points can only be redeemed if your account is in good standing and for a minimum of \$25.
- Rewards Points are available for redemption once vested, which occurs on the 1st of every calendar month in the month following the activity in which the points were earned.
- Eligible Purchases that have not been vested to your Rewards Points account are not eligible for redemption.
- You can redeem your Rewards Points through the uChoose Rewards website for Statement Credit, Travel and Merchandise Gift Cards. All of your options will be available online at Navigantcu.org. You may also use the Navigant mobile app. Once logged in, navigate to your Card Controls, click. uChoose Rewards.

POOLING REWARDS POINTS:

- You may have the option to pool your Rewards Points with other credit card accounts that are in the uChoose Rewards Program. Pooling Rewards Points involves the combination of card accounts to accelerate the ability to accumulate Rewards Points to redeem. See the uChoose Rewards website for additional details regarding pooling points.

Statement Credit:

- Reward Points can be redeemed as a credit to your Card statement. Generally, you can only redeem a statement credit to the Card that earned the Rewards Points, unless you pool your Rewards Points. If points are pooled and then redeemed by statement credit, the credit will be applied to the designated card account to which the points were transferred.
- Statement credit redemptions may reduce your account balance but cannot be applied toward any minimum payments. You are still responsible for paying your minimum monthly payment.
- If your Card is closed by you or us before the statement credit posts to your Card account, all Rewards Points are irrevocably forfeited and therefore, the statement credit will not be applied.

Travel:

- You can redeem Rewards Points for travel. To redeem for travel, select the 'Travel' option under Redemption options to get started. We shall not be liable for any bodily harm and/or property damage which may result from the performance by any travel providers (airline, hotel, car rental, etc.). We do not guarantee the availability of any flight on any airline or seats on any such flight. We do not endorse, guarantee, or warrant the goods and services offered by any travel provider.

Merchant Gift Cards:

- You can redeem Rewards Points for both physical gift cards and e-merchant gift cards online. Available merchants may change from time to time at our sole discretion.

WHAT YOU NEED TO KNOW ABOUT REDEMPTION:

- Rewards Points are deducted from the total Rewards Points balance on the date you request redemption, however, statement credit redemptions may not be applied to your Card account for up to ten (10) business days.
- Returned purchases, reversed transactions, refunds, credits or chargebacks will reduce your Rewards Points by the number of Reward Points you previously received for the Purchase.

- You may incur a negative Rewards Points balance. We may offset a negative balance with future Rewards Points.
- Only the primary or program administrator may request to redeem Rewards Points. Authorized users may not request to redeem Rewards Points.
- Rewards Points must be redeemed by an individual who is authorized on behalf of the Company. All Rewards Points redemptions are final and cannot be canceled, reversed, or modified.

EXPIRATION, SUSPENSION, OR FORFEITURE OF REWARDS

- Your earned Rewards Points will be available for redemption for a period of five (5) years from the date the Rewards Point(s) are earned, as long as the Card account is in good standing. After five (5) years your Rewards Points will expire.
- If your account is not in good standing you will not be eligible to earn or redeem Rewards Points.
- If your Card account is reinstated to good standing before the account is closed, you will be eligible to earn and redeem Rewards Points, unless your account is not in good standing and is past due for three (3) consecutive months, at which time any Rewards Points earned and not yet redeemed, will be irrevocably forfeited.
- If you voluntarily close the Card or we close the Card (for any reason permitted by the Navigant Credit Union Business Credit Card Agreement) all unused Rewards Points will be immediately and irrevocably forfeited.
- By using the Card, you acknowledge and agree that we reserve the right to determine in our sole and absolute discretion if you are abusing or misusing the Program, and if we make such determination ,we may terminate the Card or suspend the use of the Card, at which time any Rewards Points earned and not yet redeemed will be irrevocably forfeited.

CHANGES TO OR CANCELLATION OF THE PROGRAM

- We reserve the right to add, amend or change any of the terms, conditions or restrictions of the Program at any time without prior notice.
- The Program may be discontinued at any time, but Rewards Points earned but not yet redeemed before the Program is discontinued will be honored for ninety (90) days after the date in which notice of cancellation of the Program is provided. If there are any remaining Rewards Points which are not redeemed within the ninety (90) days after the notice of cancellation, they will be irrevocably forfeited.
- We may choose to discontinue your participation in the Program if we find that you or someone else used your Card account in a way that violates the Rewards Guide or the terms and conditions of your Cardmember Agreement.
- The Program is not scheduled to end on a predetermined date.

OTHER IMPORTANT INFORMATION

- You or the Company have no property rights or other legal or equitable interest in Rewards Points earned as part of the Program. Rewards Points have no cash value until they are redeemed. Unless specifically authorized by us, Rewards Points may not be sold, traded, assigned, transferred, or pledged under any circumstances.
- The exclusive remedy for earned but uncredited Rewards Points is the issuance of the uncredited Rewards Points, if available, or such other comparable benefit as determined by us. If, however, your Card account is closed, then such Rewards Points or other comparable benefit shall be irrevocably forfeited.
- We reserve the right to correct any misstated or miscalculated Rewards Points represented on any statement or website at our sole discretion. Rewards Points may be deducted from your Card account if the Rewards Points are the product of a fraudulent, unauthorized, or otherwise ineligible transaction.
- All Rewards Points are subject to verification and confirmation by us.
- All decisions regarding rewards disputes shall be final.
- You agree to not obtain or use your Card account to maximize Rewards Points earned and redeemed in a manner that is not consistent with typical cardmember activity.
- You understand and agree that any discrepancies about Rewards Points are not treated as credit card billing error disputes.
- It is your responsibility to notify us of any change in your contact information or the Company contact information, including changes to the mailing address, telephone number and/or email address as soon as possible.
- Unless specifically authorized by us, Rewards Points may not be combined with any other discounts, special rates, promotions or other Rewards programs offered by us, except if Rewards Points pooling is permitted.
- All Rewards Points are non-negotiable and cannot be redeemed for any benefit except those designated by us.
- If the Company has or had a Navigant credit card in any rewards program, the Company may not be eligible for a second credit card in the same rewards program.
- Your Card account is separate and distinct from any other Navigant account(s) you or the Company may have with us.
- You agree to release Navigant from all liability, including:
 - Any loss, claim, expense or damage you experience in connection with the Program.
 - Any claims, expenses and legal fees arising from or related to any violation of the Program by you or anyone using your Card account.
 - Any typographical errors or omissions in any Program-related document.
 - Delayed or lost correspondence sent by U.S. mail or any other form of delivery, including email.
 - Any error, omission, interruption, deletion, defect, delay in operation or transmission, theft, destruction or unauthorized access to or alteration of Rewards Points accrued and redeemed or other Program activities.
- We may assign our rights and obligations under this agreement to a third party, who will then be entitled to any of our rights that we assign to them.
- This Rewards Guide and use of your Card account are governed by and construed in accordance with the laws of the State of Rhode Island (without regard to its conflict of law principles) except to the extent that such laws are inconsistent with controlling federal law, regardless of where you reside or use your Card account at any time. This choice of law is made because of the

strong relationship between this Program and your Card account with Navigant, a state-chartered credit union, located in and governed by the laws of the State of Rhode Island, and to ensure uniform procedures and interpretation for all of our members, no matter where they reside or use their Card account.

- **Rewards Points may constitute taxable income. You may be issued an Internal Revenue Service Form 1099 (or other appropriate form) that reflects the value of earned Rewards Points, or some portion thereof (or any other part of the Program). Please consult your tax advisor. You are responsible for any tax liability that may arise from redeeming Rewards Points. Navigant does not provide tax advice.**
- **Any and all disputes that arise under or related to the Program will be resolved through arbitration as specifically set forth in your Cardmember Agreement.**
- **All Rewards Points are subject to verification and confirmation by us.**
- **All decisions regarding rewards disputes shall be final.**
- **Discrepancies about Rewards Points are not treated as billing error disputes.**

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