

NAVIGANT CREDIT UNION CORPORATE MASTERCARD® REWARDS GUIDE - PROGRAM TERMS AND CONDITIONS

This Rewards Guide ("Guide") governs the Navigant Credit Union Corporate Mastercard® Rewards Program (the "Program"). By using the CORPORATE MASTERCARD® the Company agrees to the terms and conditions governing the Program set forth in this Guide. The Program allows the Company to earn Cash Back Rewards Points ("Rewards Points"). The continued participation in the Program and use of the Card (as defined below), is also governed by the terms and conditions of the Navigant Credit Union Corporate Credit Card Agreement ("Agreement"). Please review this Guide and keep it for your reference, along with the Agreement. "Company" or "you" means the corporate entity who applied for the Card "We," "our," us," or "Navigant" means Navigant Credit Union.

DEFINITIONS. In addition to the definitions contained elsewhere in this Guide the following capitalized terms are given the meanings indicated:

Account means the business and commercial credit account established by the Credit Union for you, that is the master account for the corporate credit card program that oversees and consolidates all activity for the program. It is the primary account under which all individual Cardholder Accounts (as defined below) are grouped. A plastic card is never issued for the Account.

Card means Mastercard corporate card or cards you and/or any Cardholder receives from Navigant to access the Account for purposes of authorized transactions and any duplicates, renewals, or substitutions Navigant issues to you.

Cardholder means the employees, agents or any other persons or entities designated by you and approved by us to receive or use a Card issued to you.

Cardholder Account means a sub-account of the Account, which is set up by us for each Cardholder, and which may be accessed using the Card issued to the specific Cardholder.

Program Administrator means one or more persons designated by Company as our primary contact for the Account who is authorized by Company to take actions necessary or appropriate to maintain the Account and Cardholder Accounts, including designating persons to receive Cards, receiving communications from us relating to the Account and Cardholder Accounts, requesting the closure of the Account and Cardholder Accounts, and otherwise communicating with us with respect to Accounts and Cardholder Accounts.

SpendTrack® means the proprietary software, applications, programs, materials, and related services accessed through our digital platforms, including any of our websites or third-party vendor sites and used in connection with the issuance of the Card and operation of the Account and Cardholder Accounts

REWARDS AT A GLANCE

The Program allows corporate clients to use their Cards to earn:

- **1.25% Cash Back Rewards for each \$1 spent on all eligible net purchases with all Cards in the Program.**

Cash Back Rewards are paid in Rewards Points. Earn Rewards Points for every dollar spent on eligible net purchases, as long as the account is in good standing. An Account is in good standing if the Account, including any Cardholder Account, is open and has charging privileges. \$1 spent is equal to 1 Rewards Point which equals \$.01 in cash back. For example, if you spend \$200, you will earn \$2.50 in Cash Back rewards.

Any Cardholder Accounts issued under the Account will be governed by this Guide and the Agreement.

1. 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. For example, we could:

- Change eligibility requirements
- Change the number of Rewards Points earned for spending
- Change the number of Rewards Points required to get rewards
- Impose caps and/or fees on earning and/or using Rewards Points
- Impose annual and/or other program fees

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.

2. WHO CAN USE THE PROGRAM

(2.A) SETTING UP AND USING THE PROGRAM

Enrollment in the Program is automatic.

Upon approval of the application, the Account will be set up under the Company. The Account is not issued a plastic card. The Account is where all rewards points in the Program will be earned, viewed, and redeemed from. The Account is managed by the Program Administrator. Each additional Card issued under the Account will be considered a Cardholder Account and issued a unique plastic card that is automatically enrolled in the Program. Cardholder Accounts are issued by the Program Administrator to the individual Cardholders. Rewards for purchases made on Cardholder Accounts will be earned, viewed, and redeemed only at the Account level which they roll up into.

Definition of roles:

Program Administrator (PA): This role will be the central point of contact for general corporate card program management as well as Program management at the Account level. The role will also have authority to approve or edit all transactions, issue and edit Cardholder Account cards to employees, manage Cardholder Account credit limits and account controls, approve expenses and expense reports of employees, and delegate or remove system access within the Company. All Companies must have at least one Program Administrator. Additional Program Administrators may be added at the discretion of the Company. All actions taken on behalf of the Program Administrator are on behalf of the Company, the Company expressly releases us from any liability or action taken by any Program Administrator.

During the application process, a primary Program Administrator must be provided by the Company and will have permission to transact on behalf of the Company, set up the Cardholder Accounts and issue cards, issue and manage cards to Cardholders as Cardholder Accounts, view and redeem the Rewards Points for all rewards that are available to the Company, through both online and telephone requests. The Program Administrator will also have permission to access the Corporate Mastercard Rewards program center in SpendTrack® through unique login credentials provided by us.

If the Program Administrator leaves the company, dies, or files for bankruptcy, it is the responsibility of the Company to ensure that the Account is updated with a replacement Program Administrator.

3. EARNING REWARDS POINTS

The Corporate Mastercard account will earn 1.25% for every dollar charged for an eligible purchase by Cards issued under the Account.

To earn Rewards Points, the Account must be paid on time for all participating Card accounts. Rewards Points will carry over at the Account level each year until they expire, as long as all other terms and conditions have been met. Rewards Points are valid for five (5) years from the date earned as long as the Account is in good standing.

(3.A) How To Earn Rewards Points

- 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.
- The Account will begin earning Rewards Points upon receipt of the Agreement and upon the first eligible purchase made by a Cardholder Account
- Each Cardholder Account and the 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.

(3. B) What is an Eligible Purchase

The following transactions are eligible purchases, and the Account will earn Rewards Points for them:

- An eligible Purchase is any lawful purchase to buy or lease goods or services for the Company, with a legitimate business purpose, subject to the following exclusions:
 - 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 the 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.

- 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.

4. REDEEMING POINTS

(4a) How to Redeem Reward Points

- To view and/or redeem Rewards Points, the Program Administrator must log in to SpendTrack, which is available through our website at Navigantcu.org or through the Navigant mobile application using the Company credentials provided by us.
- Once in SpendTrack, click on the rewards points under transactions.

(4b) When Can You Redeem Your Rewards Points

- Rewards Points can only be redeemed if the Account and all Cardholder Accounts are 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 Rewards Points were earned.
- Eligible Purchases that have not been vested to the Account are not eligible for redemption.

(4c) What Can I Redeem Rewards Points For

The Program Administrator can redeem Rewards Points through the uChoose Rewards website for statement credit, travel, and merchandise gift cards. All of the eligible redemption options will be available online.

STATEMENT CREDIT

- Reward Points can be redeemed as a statement credit. The Program Administrator can only redeem a statement credit to the Account.
- Statement credit redemptions may reduce the Account balance but cannot be applied toward any payments. The Company is still responsible for paying the monthly amount due in full.
- If the Account is closed by the Company or us before the statement credit posts to the Account, all Rewards Points are irrevocably forfeited and therefore, the statement credit will not be applied.

TRAVEL

- Rewards Points can be redeemed for travel. To redeem for travel, the Program Administrator selects 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.

GIFT CARDS

- The Program Administrator 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.

Navigant or any merchants are not responsible for replacing lost, stolen, or damaged certificates, tickets or gift cards.

(4d). WHAT TO KNOW ABOUT REDEMPTION:

- Rewards Points are deducted from the total Rewards Points balance on the date of the redemption request; however, statement credit redemptions may not be applied to the Account for up to ten (10) business days.
- Returned purchases, reversed transactions, refunds, credits or chargebacks will reduce the Rewards Points by the number of Reward Points previously received for the Purchase.
- The Company may incur a negative Rewards Points balance. We may offset a negative balance with future Rewards Points.
- Only the Program Administrator(s) may request to redeem Rewards Points, including any additional Program Administrators the Company has setup.
- 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.

5. EXPIRATION, SUSPENSION, OR FORFEITURE OF REWARDS

- 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 Account, is in good standing. After five (5) years Rewards Points will expire.
- If the Account or any Cardholder Account is not in good standing it will not be eligible to earn or redeem Rewards Points
- If the amount due on the Account in the Program is not paid within thirty (30) days of the closing date of the billing statement, Rewards Points will not be earned during the period covered in that statement. In order for the points to be earned, the Account must be in good standing by making all required payments. If the Account is reinstated

to good standing before the account is closed, the Program Administrator will be eligible to earn and redeem Rewards Points, unless the 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 the Card(s) and the Account are voluntarily closed or we close the Card and the Account (for any reason permitted by the Agreement) all unused Rewards Points will be immediately and irrevocably forfeited.
- By using the Card, the Company acknowledges and agrees that we reserve the right to determine in our sole and absolute discretion if Company, or any agent or employee or representative thereof, the Program Administrator or any Cardholder is abusing or misusing the Program, and if we make such determination, we may terminate the Program or suspend use of all Cards in the program at which time any Rewards Points earned and not yet redeemed will be irrevocably forfeited.

6. ADDITIONAL TERMS

- The Program Administrator, you, the Company or any Cardholder 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, the 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 the 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.
- The Company, you, the Program Administrator and any Cardholder agrees to not obtain or use the Card to maximize Rewards Points earned and redeemed in a manner that is not consistent with typical corporate program cardmember activity.
- The Company, you, and the Program Administrator understand and agree that any discrepancies about Rewards Points are not treated as credit card billing error disputes.
- It is Company's responsibility to notify us of any change in 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 pooled or combined with any other discounts, special rates, promotions or other Rewards programs offered by us.
- 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.
- The Card and Account is separate and distinct from any other Navigant account(s) the Program Administrator, you, Company, or any Cardholder may have with us.
- The Company agrees to release Navigant from all liability, including:
 - Any loss, claim, expense or damage experiences in connection with the Program.
 - Any claims, expenses and legal fees arising from or related to any violation of the Program by the Company or Cardholder, Cardholder Account, or 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.

From any and all liability related to any and all actions of the Company or any Cardholder with regards to the Program.
- 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 Guide and use of the Cards and 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 the Company is located or where use of the Card and Account takes place at any time. This choice of law is made because of the strong relationship between this Program and the Account with Navigant Credit Union, 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 or Cardholder Account..
- **Rewards Points may constitute taxable income. The Company 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. The Company is 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 the Corporate Credit Card 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.**

Navigant Credit Union is federally insured by NCUA. uChoose Rewards® is a registered trademark of Fiserv, Inc. SpendTrack® is a registered trademark of Fiserv, Inc.

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