

**MY REWARDS™ PREMIUM CARD PROGRAM
TERMS & CONDITIONS**

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

Contact Us:
If you have questions regarding anything contained in these Terms, or you would like to order a paper hard copy of these Terms, please contact us at 855-899-5337.

These are the Terms and Conditions for the MY REWARDS™ PREMIUM CARD PROGRAM (the “**Terms**”). The terms utilized in this document shall have the definitions accorded them in Section I below, excepting those terms that are not defined in Section I below which shall have their normal and customary meaning unless otherwise indicated or otherwise defined herein.

I. DEFINITIONS.

“**Program**” means the MY REWARDS™ PREMIUM CARD PROGRAM as a whole and without regard to any particular Program level.

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

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

“**Participant**”, “**you**”, or “**your**”, as the context may require, means any and all Program participants enrolled in any level of the Program, their agents, successors, and/or assigns.

“**Financial Institution**” means The Canandaigua National Bank & Trust Company.

“**My Rewards™ App**” means that mobile device application made available by My Rewards™ for download and use in association with the Program from the Apple® App Store®, Google Play and/or the Amazon Appstore, as may be appropriate in the context of your particular mobile device.

“**Service Agreements**” means, collectively and in conjunction, these Terms, any Financial Institution membership and/or account agreements, the Financial Institution Account Opening Documentation, the My Rewards™ App End User License Agreement, the Program App Terms of Service, The Program App Privacy Policy, the terms and conditions and privacy policies associated with the Program website found at URL: <https://www.CNBankerREWARDS.com/Home/Term>.

“**Account**” means any one or more Program eligible checking account(s) you have with the Financial Institution.

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

“**Program Debit Card**” means any Program eligible debit card belonging to a Participant that is presently Enrolled in the Program and associated with an Account and being specifically associated with, as

indicated by indicia on the debit card, the Gold Program or the Platinum Program.

“**Gold Program**” means that Program level associated with and reflected by the issuance of a Program eligible GOLD DEBIT CARD to a Program participant.

“**Platinum Program**” means that Program level associated with and reflected by the issuance of a Program eligible PLATINUM DEBIT CARD to a Program participant.

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

“**Enrollment Date**” means the earliest date on which a Participant is Enrolled or has achieved Enrollment.

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

“**Added Card Fee**” means those charges established and differentiated based upon whether the Participant is a Gold Program or Platinum Program level Participant, said charges being expressly identified as “Added Card Fee” in Table 2.2 below.

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

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

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

“**Fee Commencement Date**” means the date on which a Participant’s initial Total Program Fee is debited from the Participant’s Program eligible checking account.

“**Monthly Fee Day**” means the day in each month that corresponds with the day on which the Fee Commencement Date falls, or the next available Business Day.

“**Rewards Program Website**” means that website and platform presently existing and supporting a Points and/or Rewards program maintained and administered by The Canandaigua National Bank & Trust Company and being accessible at URL <https://www.CNBankerREWARDS.com>.

“**Rewards Program Terms & Conditions**” means that document that can be viewed at <https://www.CNBankerREWARDS.com/Home/Term> or that can be obtained via written request sent to PO Box 2600, Wilmington, NC 28402, and the Rewards Program Terms & Conditions are hereby incorporated by reference into these Terms.

“**Point**” or “**Points**” shall have the same definition as set forth in the Rewards Program Terms & Conditions.

“**Reward**” or “**Rewards**” shall have the same definition as set forth in the Rewards Program Terms & Conditions.

“**Third Party Benefit Provider**” or “**Third Party Benefit Providers**” means, as the context may require, any one or more of the third-party vendors, merchants and service providers that provide to Participants

any one or more of the Benefits offered via the Program, specifically including any cash-back benefits in the case of the third-party merchants.

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

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

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

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

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

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

II. ABOUT THE PROGRAM. Depending on the Program level in which a cardholder enrolls, the Program provides you with access to several Benefits, which may (but not necessarily will) include the following:

| Table 2.1 |
|---|
| <ul style="list-style-type: none">• Medical evacuation and repatriation benefits• VIP customer service• Extended Manufacturer’s Warranty• Bonus Points awarded for card use• Vacation packages• Cash back for purchases using the card• Emergency roadside assistance• Expedited card replacement• Buyer’s Protection on products purchased with card• Coupons and local deals• Prescription Savings• Free app for iPhone, iPad or Android• Other exclusive Rewards |

Benefits provided, particularly those provided by a Third Party Benefit Provider, may not be available to you immediately upon your Program Enrollment, however, all Benefits, subject to the individual Benefit eligibility criteria set forth in Sections III through X of these Terms, will be available to you within three (3) business days of your Program Enrollment, if not sooner.

By your payment of your monthly Total Program Fee and your use of the Program Debit Card, you ratify and accept the terms, provisions, and conditions of the Service Agreements, and these Terms, in particular, by action, and you expressly agree to be bound by the terms, provisions, obligations, liabilities, rights, and conditions contained in the Service Agreements and, particularly, these Terms, as the same may be revised from time to time.

1. **Program Terms Subject to Change.** We may add to, remove and/or reduce, terminate, or modify the Program, the Benefits, the Service Agreements, and/or these Terms at any time in our sole discretion and without notice to you, though changes made shall be applicable only from the “**Last Revised and Effective Date**” indicated at the outset of these Terms and thereafter. We may also end your participation in the Program at any time in our sole reasonable discretion in order to protect you, us, or Financial Institution from harm or compromise of integrity, security, reputation, or operation. The latest version of these Terms may be accessed at <https://www.CNBankerREWARDS.com/cardterms> or by writing to: PO Box 2600, Wilmington, NC 28402. You are responsible for making sure you have the most current version of these Terms at any time. These Terms may be amended only by us as provided above, and not through any course of dealing or oral communications. Our acceptance, debit, or deposit of any payment made by you to us or notation on any document sent by you to us does not constitute an amendment of these Terms by us.

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

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

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

In the event that your Account associated with your Program Debit Card is closed or “frozen” for any reason, we reserve the right to immediately discontinue the provision of any or all of the Program Benefits to you and immediately terminate your Program Enrollment. On the closing of your Account and opening of a new Account, we may

require that you complete another registration to become Enrolled in the Program providing your new Account information.

Your Total Program Fee will be dependent upon the Program Level that you select at the time of Enrollment, with the selected Program Level being subject to the First Card Fee and Added Card Fee as indicated in Table 2.2 below. If your particular debit card is not identified in the table below, your current debit card is not a Program Debit Card and you should consult an authorized Financial Institution representative to discuss Program Enrollment and how to obtain a Program Debit Card.

| Table 2.2 – Monthly Program Fees | | |
|----------------------------------|----------------|----------------|
| Card Level | First Card Fee | Added Card Fee |
| Gold | \$9.95 | \$9.95 |
| Platinum | \$14.95 | \$14.95 |

Any Program eligible Accountholder on your Account may be enrolled and issued a Program Debit Card at the Accountholder's direct request. Your Total Program Fee is calculated by adding the appropriate First Card Fee to the Total Added Card Fee, the Total Added Card Fee being determined by multiplying the applicable Added Card Fee stated in the table above by the number of Additional Cardholders that you have enrolled on the Account. Except as expressly prohibited by the federal Electronic Fund Transfer Act (15 U.S.C. 1693 et seq.), the applicable First Card Fees and Added Card Fees may be increased or decreased by us at any time in our sole discretion by revision of these Terms. All fees are non-refundable.

Unless you have Enrolled in the Program utilizing a promotion code, your initial Total Program Fee will be billed to and automatically debited from your Account on the next chronological ACH Debit Day (as defined in this paragraph) following a fourteen (14) day period from our receipt of your Enrollment, unless such date should fall on a weekend or federal banking holiday, in which case your Initial Debit will occur on the next business day. "**ACH Debit Day**" means the 1st, 8th, 15th or 23rd of any given month. The ACH Debit Day to which the debit of your initial Total Program Fee coincides shall be known as your "**Monthly Debit Day**" and all debits subsequent to the debit of your initial Total Program Fee will occur monthly on your Monthly Debit Day, or the next available Business Day. If you have Enrolled in the Program utilizing a promotion code, your initial Total Program Fee will be billed to and automatically debited from your Account on the next chronological ACH Debit Day, or the next available Business Day after such ACH Debit Day, following any promotional or "free trial" period that may be specified in the promotion associated with the promotion code. In addition to the Total Program Fee, we may make a one-time debit of your Account of \$25.00 (a "**Program Returned Item Fee**") for each scheduled Total Program Fee payment that is returned unpaid due to insufficient or uncollected funds (an "**NSF payment**"), and we may re-initiate a Total Program Fee payment returned as an NSF payment on a date that is not your ACH Debit Day nor your Monthly Debit Day. Program Returned Item Fees assessed by My Rewards™ are independent of and in addition to any overdraft or NSF fees that may be assessed to your account by The Canandaigua National Bank & Trust Company for a Total Program Fee payment returned unpaid due to insufficient or uncollected funds.

To view and access the current Program Rewards and to redeem Points for currently available Program Rewards, you must have and maintain an operational email account able to receive notices and correspondence relating to the Program.

An Enrollment remains active until a Participant cancels the Enrollment (i) online at the following website address: <https://www.CNBankerREWARDS.com/cancel>, (ii) by telephone at 855-899-5337 or (iii) by written notice sent to PO Box 2600, Wilmington, NC 28402. These are the only effective methods whereby a Participant may cancel an enrollment. Cancellation of an Enrollment requires three (3) Business Days' notice received by us, and scheduled Program debits occurring within three (3) Business Days of

our receipt of a cancellation notice may still be debited from a Participant's Account despite the cancellation notice received by us. Program fees debited from a Participant's Account are non-refundable unless otherwise determined by us in our sole discretion.

III. ENHANCED POINTS BENEFIT. By redeeming Points, signing up for an account via the Rewards Program Website at <https://www.CNBankerREWARDS.com>, or otherwise using the Program, you agree that you have read and understand and agree to these Terms, the Rewards Program Terms & Conditions, and the Service Agreements, as they may be modified by us from time to time in our sole discretion, and that your use of the <https://www.CNBankerREWARDS.com> website and your participation in any associated Rewards Program is subject to these Terms, the Rewards Program Terms & Conditions, and the Service Agreements.

1. **Points Generally.** Points are not your property. You cannot transfer Points to any other person or Program account. Points may not be transferred voluntarily or involuntarily. Points are void if transferred. Points may not be sold, bartered or exchanged. Additionally, Points cannot be transferred by operation of law, such as by inheritance, in bankruptcy or in connection with a divorce.

2. **Using the Program Debit Card.** In general, you will earn 1 Point for every 100 dollars for authorized transactions charged for an eligible purchase made with your Program Debit Card. Your ability to earn Points in association with the use of your Program Debit Card is conditioned upon your Enrollment in the Program as explained in these Terms – Points are not earned through this Program for eligible expenditures made in advance of your Enrollment Date. The following transactions are not Program eligible purchases and/or expenditures and you will not earn any Points for these transactions: (a) Purchases made in any manner other than via use of your Program Debit Card; (b) Redemption of Points in exchange for Program Rewards; and (c) Fees and charges associated with the Program, the Benefits, your Program Debit Card or your Account (such as the Total Program Fee, any First or Added Card Fees, etc.). The above itemization of Program ineligible transactions is not exhaustive, but illustrative, and we reserve the right to determine whether a purchase or expenditure is Program eligible on a case-by-case basis and in our sole discretion.

3. **Getting Additional Points.** The following is effective on or after AUGUST 1, 2016:

(a) **Program Gold Debit Card.** Subject to these Terms, for each dollar charged for an eligible transaction using your Program Gold Debit Card, you will earn two times (2X) the normal debit card Rewards Points for ongoing usage of your Program Gold Debit Card.

(b) **Program Platinum Debit Card.** Subject to these Terms, for each dollar charged for an eligible purchase or expenditure using your Program Platinum Debit Card, you will earn three times (3X) the normal debit card Rewards Points for ongoing usage of your Program Platinum Debit Card.

(c) **Limitations and Calculation of Points Earned.** This applies to the points-per-dollar spent ratio in the Financial Institution Rewards program. It does not apply to special offers, such as "Use your debit card 5 times next month and earn 100 points", or other methods whereby you may accrue Rewards Points other than via points-per-dollar spent use of your Program Debit Card. Eligible transactions are purchases for goods and services minus returns and other credits.

(d) **Cash Back and Bonus Points.** You are automatically eligible to receive cash back ("**Cash Back**") and bonus points ("**Bonus Points**") for online purchases made through the Rewards Program Website. A Rewards account at this website will need to be created for you if you do not already have one. All purchases must be made by clicking on the specific merchant after logging into the Rewards Program Website for you to earn Cash Back and/or Bonus Points ("**Qualifying Transactions**"). Accrual of Cash Back and/or Bonus Points for Qualifying Transactions vary in the sole discretion of the participating merchants (i.e., every merchant will not necessarily allow accrual of

Cash Back and/or Bonus Points at the same rate for Qualifying Transactions). To determine the allocation between Cash Back and Bonus Points applicable to you specifically, you must log into the Rewards Program Website and select whether you want to earn 100% Cash Back, 100% Bonus Points, or some combination of Cash Back and Bonus Points (i.e., 25% Cash Back/75% Bonus Points, 50% Cash Back/50% Bonus Points, or 75% Cash Back/25% Bonus Points). If you do not log in to the Rewards Program Website and select your desired allocation of Cash Back versus Bonus Points, you will be defaulted to a 100% Bonus Points allocation.

For questions about Cash Back, Bonus Points or Points, generally, earned on a transaction under this Program, call the number on the back of your Program Debit Card or visit <https://www.CNBankerREWARDS.com/Home/Term> and the Rewards Program Website for more information about Rewards and Points.

3. **Returns and Forfeiture of Points.** If you return something that you purchased with your Program Debit Card, the statement credit you receive in your Program eligible checking account will cause a corresponding deduction of Points from your Program account. Exchanges of Rewards merchandise obtained by the redemption of Points will be made upon the following terms and conditions: (a) For products which are damaged upon receipt by the Participant, the Participant may (i) contact member services for the Program for assistance, or (ii) mail the product to the address specified by us on the return form enclosed with the product delivery or specified on this website and enclose a notation indicating the problem with the product. A replacement product will be sent to the participant (the same product, if it is then available) and the postage required for the return will be refunded to the Participant.

(b) For products which are not damaged but for which the Participant desires a replacement, the Participant may exchange the product for any other product that is currently available for the same or a lesser number of Points. In no event will Points will be refunded on an exchange. The Participant may mail the product to the address specified by us on the return form enclosed with the product delivery or specified on this website and must enclose \$3.50 for postage and handling. We will replace the returned product with the requested product (if it is then available). The cost of the return postage will not be refunded to the Participant.

(c) Notwithstanding anything to the contrary, no returns or exchanges will be accepted for any reason after 90 days from the date of the redemption of Points giving rise to the return or exchange.

(e) If the Reward item requested to be sent as a replacement or exchange product is not available, then we reserve the right to substitute another Reward item of equal or greater value (as determined by us). While we strive to maintain adequate inventories of Rewards, due to fluctuations in supply and other market conditions, items are occasionally discontinued or unavailable.

4. **Utilization of Points.** All Points are evidenced by certificates issued by us which contain a unique certificate number and a specific number of Points. Points are redeemed through the Rewards Program Website, or by submitting a paper order form which may be obtained by calling us at 855-899-5337 and may be submitted via standard mail sent to: My Rewards, LLC, ATTN: Debit Card Point Redemption, PO Box 2600, Wilmington, NC 28402. Points may be redeemed only for Rewards offered by us and available at the time of redemption. POINTS MAY NOT BE REDEEMED FOR CASH, CHECK OR CREDIT. POINTS HAVE NO CASH VALUE. At the time of redemption, Participants may be asked for identification suitable to us in our discretion. Participants are responsible for limiting access to their online account only to persons authorized by them. ALL POINTS EXPIRE ON THE EXPIRATION DATE SET FORTH ON THE CERTIFICATE AND UPON SUCH DATE BECOME VOID. NO REPLACEMENTS WILL BE MADE FOR LOST, STOLEN OR DAMAGED CERTIFICATES. Points will be subtracted from a

Participant's account once the Reward is requested and any certificates representing those Points will become void. Once redeemed, a Participant may not cancel the order or substitute another Reward for the one ordered except as otherwise provided in these Terms or the Rewards Program Terms & Conditions.

5. **Additional Provisions Relating to Points.** If you attempt to use or earn Points in a fraudulent way, we may, without limitation, take away all Points in your Program account, cancel your Program account, or cancel any Program Debit Card belonging to you or an Additional Card Holder enrolled by you. Points issued to you by us may be used at any time within two (2) years from the first day of the month in which the Points are issued, after which time the Points shall expire and may not thereafter be used or redeemed by you for offered Program rewards. We also reserve the right from time to time to increase the number of Points required for certain items and to correct any errors in Rewards Program catalogs or on the Rewards Program Website or the <https://www.CNBankerREWARDS.com/Home/Term> website without notice.

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

IV. ROADSIDE ASSISTANCE BENEFIT. The Roadside Assistance Benefit of the Program is provided by the Roadside Assistance Administrator, Roadside Protect. Whenever you need roadside assistance for your vehicle, call our toll-free number at 855-899-5337 twenty-four (24) hours a day and request dispatch service and the Roadside Assistance Administrator will arrange to send help to your disabled vehicle from a participating facility or Roadside Contractor. The Roadside Assistance Administrator will make payment to the Roadside Contractor directly for covered dispatch expenses up to your benefit limits.

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

(a) **Towing** – When your vehicle is disabled due to mechanical breakdown, the Roadside Assistance Administrator will arrange for a Roadside Contractor to tow it to the nearest service facility of your choice up to the service expense equivalent of \$100. Additional expense will be your responsibility to pay to the towing Roadside Contractor.

(b) **Flat Tire Assistance** – A flat tire will be changed with your spare tire. If, for any reason, the spare is not usable, the lug nuts cannot be removed or the vehicle has two flat tires with one usable spare, towing will be provided in accordance with the towing provisions.

(c) **Fuel Delivery Service** – An emergency supply of fuel of up to three (3) gallons will be delivered if your covered vehicle runs out of fuel. You will be responsible for the cost of fuel.

(d) **Lock Out Service** – If your keys are locked in the vehicle, assistance will be provided to gain entry into the vehicle up to \$100 benefit limit. In the event the keys are lost and a replacement key is required, you will be responsible for the total cost of a new key.

(e) **Jump Start** – Jump start service will be provided to start your vehicle.

(f) **Winching/Extraction** – If your vehicle is stuck in a ditch, mud or snow, but it is accessible from a normally traveled roadway, service will be given to either tow or winch the vehicle. Dispatch coverage for

winching is limited to \$100; any expense incurred beyond \$100 will be your responsibility to pay to the Roadside Contractor.

(g) Travel Planning, Booking and Discounts – Go to www.roadsideprotect.com and click on the box on the bottom center of the page titled: "Travel Planning, Booking, and Great Hotel Deals!"

2. Coverage Eligibility. One (1) claim limit per membership per year for Gold Program Participants. Three (3) claims limit per membership per year for Platinum Program Participants. Eligible vehicles include all self-propelled vehicles with a gross vehicle weight up to 10,000 lbs. Vehicles must be designed, licensed and used for private, on-road transportation. Service is limited to one tow or service call per disablement. Service is geographically limited to the fifty United States, the District of Columbia, Puerto Rico and Canada. The policy of Roadside Assistance Administrator and the respective Roadside Contractors require that you or another authorized person be with the vehicle in order to receive the service. Please cancel your request for service immediately if it is no longer needed by calling us back utilizing your toll free number for dispatch service. The Roadside Assistance Administrator will not accept responsibility for repairs or the availability, delivery or installation of parts. All parts used and services provided to you by the Roadside Contractor must be authorized and paid for by you.

3. Roadside Assistance Reimbursement. If for any reason the Roadside Assistance Administrator dispatch center cannot provide the benefits listed in this Program, you must obtain an authorization number from the Roadside Assistance Administrator dispatch center to use the service provider of your choice. The Roadside Assistance Administrator will reimburse you up to \$100 or the specific amount listed above in the covered expenses (whichever is less) upon presentation of the original paid service provider receipt. The authorization number is required to be eligible for reimbursement. Your reimbursement request must have the following: (a) Your authorization number and membership ID; (b) A bill from service provider including: (i) The date the service occurred; (ii) Description of services provided; and (iii) The amount charged for the service; and (c) Evidence that member paid the service provider (i.e. copy of check or duplicate check, credit card receipt, statement, etc.). The completed form and documentation should be mailed to:

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

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

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

4. Roadside Assistance Service Limitations. The Program provides service for most emergency situations but does not include: (a) Service if the operator is not with the disabled vehicle (however if you cannot remain with the vehicle for safety reasons, we will attempt to provide service); (b) Towing or service on roads not regularly maintained including private property; (c) Installation or removal of snow tires and chains nor dismounting, repairing, or rotating tires; (d) Vehicle storage charges, cost of parts and installation, products, materials, impounding, and additional labor related to towing; (e) Service to vehicles with expired safety inspection, license plate, and/or emission sticker where required by law; (f) Service to vehicles that are not in a safe condition to be towed; (g) Service in areas not regularly traveled, such as vacant lots, beaches, open fields or other places that

would be hazardous for service; (h) Charging a weak or dead battery; and/or (i) Towing vehicles to a junkyard for disposal.

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

V. EXTENDED WARRANTY INSURANCE BENEFIT. Extended Warranty Insurance will be offered to all Program Participants pursuant to the terms, provisions, and conditions immediately following and included in this Section V. Terms stated within the text to follow between the page-wide hash marks and beneath "DESCRIPTION OF COVERAGE" shall have meanings as prescribed therein, except where a Term is undefined, in which case, the Term shall have the meaning prescribed it above in these Terms. Solely for the purposes of this Section V, the following terms will have the meanings so indicated:

1. References to the "**Declarations**" means those Declarations contained within the Extended Warranty Insurance Policy, of which Program Participants are beneficiaries and which will be provided to you in writing upon your request contact us at 855-899-5337;

2. References to the "**Benefit Amount**" have the meaning ascribed to that term within the Buyer Protection Insurance Policy, of which Program Participants are beneficiaries and which will be provided to you in writing upon your request contact us at 855-899-5337;

3. References to "**We**" and "**Our**", respectively, means Federal Insurance Company, a member insurer of the Chubb Group of Insurance Companies, 15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615; and

4. References to "**Policyholder**" shall mean the Financial Institution. DESCRIPTION OF COVERAGE.

THE PLAN: As a Financial Institution Program Debit Cardholder, you are automatically eligible for Extended Warranty insurance.

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

THE COST: This insurance plan is provided at no additional cost to eligible Financial Institution Program Debit Cardholders. Financial Institution pays the full cost of the insurance.

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

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

a. the cost of the Covered Purchase indicated on the Insured Person's Account statement; or

b. the actual cost to repair or replace the Covered Purchase with an item of like kind and quality; or

c. the Maximum Benefit Amount shown in Section II of the Declarations.

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

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

DEFINITIONS:

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

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

Insurance under this Policy does not apply to defects in material or workmanship of a Covered Purchase that are: 1) not covered under the terms of either the original U.S. Manufacturer Warranty or Purchased Warranty; 2) repaired at a repair facility that is not authorized by the original product manufacturer; 3) covered by a product recall; 4) the result of a power surge; 5) the result of normal wear and tear; or 6) the result of any hazardous, pathogenic or poisonous, biological, chemical, nuclear or radioactive material, gas, matter or contamination.

How to File a Claim:

To file a claim directly with Federal Insurance Company contact the Claim Administrator, Crawford and Company c/o My Rewards, LLC. Complete all items on the required claim form, attach all appropriate documents, and mail or email to: My Rewards, LLC, ATTN: Crawford and Company Claims, P.O. Box 2600, Wilmington, NC 28402, PHONE NUMBER 855-899-5337, Email Address claims@myrewards.net. All customer service related issues including, but not limited to, enrollment, fulfillment, general questions and payment questions should be directed to the plan administrator, International Marketing & Administration Company (IMAC) c/o My Rewards, LLC, P.O. Box 2600, Wilmington, NC 28402, PHONE NUMBER 855-899-5337, Email Address claims@myrewards.net.

The Insured Person must a.) protect the Covered Purchase from further loss or damage; b.) report any loss to the appropriate official representatives such as the police and the Administrator within 45 days from the date of theft or damage; c.) complete the claim form and return along with legible copies of the Account statement showing

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

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

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

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

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

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

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

International Marketing & Administration Company (IMAC)
c/o My Rewards, LLC, P.O. Box 2600, Wilmington, NC 28402
PHONE NUMBER 855-899-5337
Email Address claims@myrewards.net



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

VI. **BUYER PROTECTION INSURANCE BENEFIT**. Buyer Protection Insurance will be offered to Platinum Program Participants pursuant to the terms, provisions, and conditions immediately following and included in this Section VI. Terms stated within the text to follow between the page-wide hash marks and beneath "DESCRIPTION OF

COVERAGE shall have meanings as prescribed therein, except where a Term is undefined, in which case, the Term shall have the meaning prescribed it above in these Terms.

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

1. References to the **"Benefit Amount"** have the meaning ascribed to that term within the Buyer Protection Insurance Policy, of which Program Participants are beneficiaries and which will be provided to you in writing upon your request and your contacting us at 855-899-5337;

2. References to **"We"** and **"Our"**, respectively, means Federal Insurance Company, a member insurer of the Chubb Group of Insurance Companies, 15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615; and

3. References to **"Policyholder"** shall mean the Financial Institution.

DESCRIPTION OF COVERAGE.

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

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

THE COST: This insurance plan is provided at no additional cost to eligible Financial Institution Program Debit Cardholders. Financial Institution pays the full cost of the insurance.

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

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

DEFINITIONS:

Cardholder means an individual who is named on the Account card or the owner of a pre paid card. **Covered Purchase** means personal property, including gift items, not otherwise excluded that is purchased in full by the Insured Person using the Credit Card or Debit Card issued by Financial Institution. Covered Purchase does not include charges for shipping, handling transportation and delivery. **Insured Person** means a person, qualifying as a Class member 1) who elects insurance; or 2) for whom insurance is elected, and 3) on whose behalf premium is paid. **Natural Disaster** means an event, including but not limited to wind storm, rain, snow, sleet, hail, lightning, dust or sand storm, earthquake, tornado, flood, volcanic eruption, wildfire or other similar event that: 1) is due to natural causes and 2) results in severe damage such that the area in which loss occurs is declared a disaster area by a competent governmental authority having jurisdiction. **Proof of Loss** means: a) a copy of the Account statement showing the purchase of the Covered Purchase; b) a copy of the initial claim report submitted to the Administrator; c) a copy of the police report; d) proof of submission of the loss to, and the results of any settlement by, the vendor; and e) proof of submission of the loss to, and the results of

any settlement or denial by, the Insured Person's personal insurance carrier.

EXCLUSIONS: Insurance under this Policy does not apply to Covered Purchases of: professional advice; boats; motorized vehicles (including but not limited to airplanes, automobiles, mopeds, motorcycles and other motor vehicles) or their motors, equipment and accessories (including communication devices intended solely for the use in the vehicle); land or buildings (including but not limited to homes and dwellings); travelers' checks, tickets of any kind, negotiable instruments, bullion, rare or precious coins, cash or its equivalent (including gift cards and gift certificates); perfumes, plants or animals; consumables and perishables; antique items or collectibles; computer software or programs; items purchased for resale for professional or commercial use; medical equipment; used, rebuilt, refurbished or remanufactured goods; shipping, handling, or transportation charges for the cost of delivery of any Covered Purchase articles in a pair or set, coverage will be limited to no more than the value of any particular part or parts unless the articles are unusable individually and cannot be replaced individually, regardless of any special value the article may have had as part of a set or collection; more than one part or parts of a pair or set of jewelry or Fine Art. This insurance does not apply to loss or damage of a) Covered Purchase caused directly or indirectly by: 1) Theft of i) personal property from vehicles, ii) personal property when the Insured Person fails to exercise Due Diligence and iii) personal property stolen from public places when the Insured Person fails to exercise Due Diligence; Theft must be reported to the police or an appropriate authority within 36 hours; 2) Loss of i) personal property with no evidence of a wrongful act; ii) baggage and/or its contents unless carried by the Insured Person by hand or under the Insured Person's personal supervision or a traveling companion previously known to the Insured Person; 3) Any fraudulent or illegal activity of the Insured Person; 4) Wear and tear or gradual deterioration; 5) Moths, vermin, inherent vice; 6) Product defects or items covered by a manufacturer's recall; 7) Damage sustained due to any process or while actually being worked upon and resulting there from; 8) Confiscation by any government, public authority or customs official; 9) Natural Disaster; 10) Failure of the Insured Person to exercise Due Diligence to avoid or diminish loss or damage; 11) Power surge or power loss; 12) any hazardous, pathogenic or poisonous, biological, chemical, nuclear or radioactive material, gas, matter or contamination; or 13) War.

How to File a Claim:

To file a claim directly with Federal Insurance Company contact the Claim Administrator, Crawford and Company c/o My Rewards, LLC. Complete all items on the required claim form, attach all appropriate documents, and mail or email to: My Rewards, LLC, ATTN: Crawford and Company Claims, P.O. Box 2600, Wilmington, NC 28402, PHONE NUMBER 855-899-5337, Email Address claims@myrewards.net. All customer service related issues including, but not limited to, enrollment, fulfillment, general questions and payment questions should be directed to the plan administrator, International Marketing & Administration Company (IMAC) c/o My Rewards, LLC, P.O. Box 2600, Wilmington, NC 28402, PHONE NUMBER 855-899-5337, Email Address claims@myrewards.net.

The Insured Person must a.) protect the Covered Purchase from further loss or damage; b.) report any loss to the appropriate official representatives such as the police and the Administrator within 45 days from the date of theft or damage; c.) complete the claim form and return along with legible copies of the Account statement showing area by a competent governmental authority having jurisdiction. **Proof of Loss** means: a) a copy of the Account statement showing the purchase of the Covered Purchase and original purchase receipt; d.) provide a photograph of any damaged Covered Purchase, a copy of the repair bill or a statement indicating that the item cannot be repaired along with evidence that the Covered Purchase has actually been replaced or repaired, if applicable; e.) provide a fire or police report, if applicable; f.) proof of submission of the loss to, and the

results of any settlement by the vendor; g.) proof of submission of the loss to, and the results of any settlement or denial by the Insured Person's personal insurance carrier h.) provide documentation of any other personal insurance or a statement that no other insurance exists; i.) provide a third party statement regarding circumstances of the theft or damage; j.) submit Proof of Loss to the Administrator i.) cooperate with the Administrator in the investigation, settlement or handling of any claims; k.) permit the Administrator to question the Insured Person under oath whenever Our investigation deems it necessary. All statements taken will be signed by the Insured Person; and l.) authorize the Administrator to obtain records, reports or any other documentation requested necessary to Our investigation or to verify the claim.

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

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

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

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

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

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

International Marketing & Administration Company (IMAC)
c/o My Rewards, LLC, P.O. Box 2600, Wilmington, NC 28402
PHONE NUMBER 855-899-5337
Email Address claims@myrewards.net



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

VII. MEDICAL EVACUATION & REPATRIATION BENEFIT.

1. **AirMed Gold Member Benefits – Specific Terms and Conditions.** The particular terms and conditions contained in this Section VII, Subsection 1 apply to all Gold Program level Enrollments:

(a) **Evacuation and Repatriation Services.** Should a Participant become hospitalized and desire to be transported via air ambulance, AirMed will provide a bedside-to-bedside quote for the cost of such transport at a 25% discount of what AirMed's retail transport cost is.

(b) **24/7 Worldwide Medical Services Hotline.** This program connects Participants 24 hours a day, seven days a week, to the worldwide resources of AirMed including medical and second opinion referrals.

Participants have access to AirMed's Medical Communications Center professionals who will provide information about how and where to obtain medical care while traveling, including medical monitoring and coordination with local health care professionals.

(c) **Legal Referrals.** If a Participant requires emergency legal assistance away from home, AirMed will arrange without charge to the Participant an initial telephone consultation with an appropriate attorney. If referral to an attorney in another jurisdiction is required, referral is included without charge. The final selection and all fees and costs associated with an attorney will be the full responsibility of the Participant. AirMed does not guarantee the quality of the legal advice nor shall AirMed be liable for any consequences arising out of the services provided by the lawyer or legal professional.

(d) **Emergency Call Relay.** AirMed will receive or transmit emergency messages between the Participant, their family and their employer. AirMed is available to the Participant 24/7, every day of the year.

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

2. **AirMed Platinum Member Benefits – Specific Terms and Conditions.** The particular terms and conditions contained in this Section VII, Subsection 2 apply to all Platinum Program Enrollments:

(a) **Evacuation and Repatriation Services.** Should a Participant become hospitalized as an inpatient more than 150 miles from the home address stated on your Program enrollment form, domestically or internationally, at the Participant's request, AirMed will provide the Participant with air medical transportation bedside-to-bedside to the hospital of their choice within the U.S. or Canada provided that the hospitals are more than 150 miles apart. Mileage is stated and calculated using the "great circle" formula.

(b) **Air Medical Transportation to a Specialty Facility.** If a Participant is hospitalized as an inpatient and requires the services of a U.S. or Canadian specialty hospital located more than 150 miles away, AirMed will provide air medical transportation to that facility, provided the Participant is unable to travel by commercial means without a medical escort. The Participant's attending physician as well as the AirMed physician must agree to the medical necessity of this transport. A Participant is not eligible for transportation to a Specialty Facility within the first 90 days of enrollment. Mileage is stated and calculated using the "great circle" formula.

(c) **24/7 Worldwide Medical Services Hotline.** This program connects Participants 24 hours a day, seven days a week, to the worldwide resources of AirMed including medical and second opinion referrals. Participants have access to AirMed's Medical Communications Center professionals who will provide information about how and where to obtain medical care while traveling, including medical monitoring and coordination with local health care professionals.

(d) **Transport of Mortal Remains.** In the unfortunate event of a Participant's death while traveling more than 150 miles from the address listed on the Participant's enrollment application, AirMed will make all necessary arrangements, at no additional cost, to return the mortal remains to a funeral facility in the city of the Participant's primary residence as requested by the family. Mileage is stated and calculated using the "great circle" formula.

(e) **Legal Referrals.** If a Participant requires emergency legal assistance away from home, AirMed will arrange without charge to the Participant an initial telephone consultation with an appropriate attorney. If referral to an attorney in another jurisdiction is required, referral is included without charge. The final selection and all fees and costs associated with an attorney will be the full responsibility of the Participant. AirMed does not guarantee the quality of the legal advice nor shall AirMed be liable for any consequences arising out of the services provided by the lawyer or legal professional.

(f) *Emergency Call Relay*. AirMed will receive or transmit emergency messages between the Participant, their family and their employer. AirMed is available to the Participant 24/7, every day of the year.

(g) *Security Assessments & Foreign Travel Advisories*. AirMed will provide known security assessments and foreign travel advisories in effect for a particular international location, as issued by the U.S. government, at the request of a Participant upon the Participant's calling 855-899-5337, selecting the medical evacuation call-routing option, and making specific request for this information of an AirMed representative.

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

AirMed memberships are available to United States and Canadian Residents at the time of enrollment. "**U.S. Resident**" definition shall not include U.S. Pacific territories and other outlying areas within the Pacific Ocean.

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

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

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

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

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

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

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

Due to the high risk of sending U.S. registered aircraft and personnel into countries where the U.S. State Department, Department of

Transportation, or the Federal Aviation Administration (FAA) has issued travel restrictions, membership services are subject to exclusion in these areas.

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

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

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

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

In regard to the safety of our pilots and medical crew onboard transport flights, in conjunction with FAA regulatory standards regarding airborne pathogens and flight crew's ability to perform required emergency procedures, and in compliance with restrictions imposed by the U.S. State Department or others, Participants will not be entitled to air medical transport benefits if their illness or injury is a result of or is contributed to by the following: (a) War, invasion or civil war; (b) Suicide or attempted suicide or intentional self injury; (c) A Participant's own criminal or felonious act, or sustained while the Participant is in a state of insanity; (d) For the first 30 days of membership, a Participant may not be eligible for a transport due to illness or injury if the Participant was hospitalized for a related condition within 30 days prior to the membership effective date; (e) A Participant is not eligible for transportation to a Specialty Facility within the first 90 days of enrollment; (f) A Participant suffering from a psychiatric or mental disorder that is not manageable and will not allow safe transport within the confines of the ground ambulance and aircraft may not be transported; (g) A Participant being evaluated for or on an organ transplant list prior to enrollment will not be entitled to a transport for conditions related to that transplant; (h) A Participant who is hospitalized at the time of enrollment will not be eligible for transport benefits for that hospitalization and may not be accepted for membership entirely; (i) A Participant with contagious airborne pathogens may not be transported; (j) A Participant traveling outside of the United States and Canada for the sole purpose of seeking medical treatment, whether inpatient or outpatient, experimental or otherwise, will not be eligible for air medical transport benefits for that specific medical condition; (k) A Participant beyond the second trimester of pregnancy may not be transported if the transport request relates to the pregnancy; or (l) A Participant with mild lesions, simple injuries such as sprains, simple fractures or mild conditions which can be treated by local doctors and do not prevent the Participant from continuing his or her trip or returning home does not qualify for air medical transport.

Memberships are valid only after AirMed has received Enrollment application for the Participant and by enrolling as a Participant you accept and agree to the terms and conditions of membership. In regard to the safety of our pilots and medical crew onboard transport flights, in conjunction with FAA regulatory standards regarding airborne pathogens and flight crew's ability to perform required emergency procedures, and in compliance with restrictions imposed by the U.S. State Department or others, Participants will not be entitled to air medical transport benefits if their illness or injury is a result of or is contributed to by the following: (a) War, invasion or civil war; (b) Suicide or attempted suicide or intentional self injury; (c) A Participant's own criminal or felonious act, or sustained while the Participant is in a state of insanity; (d) For the first 30 days of membership, a Participant may not be eligible for a transport due to illness or injury if the Participant was hospitalized for a related condition within 30 days prior to the membership effective date; (e) A Participant is not eligible for transportation to a Specialty Facility within the first 90 days of enrollment; (f) A Participant suffering from a psychiatric or mental disorder that is not manageable and will not allow safe transport within the confines of the ground ambulance and aircraft may not be transported; (g) A Participant being evaluated for or on an organ transplant list prior to enrollment will not be entitled to a transport for conditions related to that transplant; (h) A Participant who is hospitalized at the time of enrollment will not be eligible for transport benefits for that hospitalization and may not be accepted for membership entirely; (i) A Participant with contagious airborne pathogens may not be transported; (j) A Participant traveling outside of the United States and Canada for the sole purpose of seeking medical treatment, whether inpatient or outpatient, experimental or otherwise, will not be eligible for air medical transport benefits for that specific medical condition; (k) A Participant beyond the second trimester of pregnancy may not be transported if the transport request relates to the pregnancy; or (l) A Participant with mild lesions, simple injuries such as sprains, simple fractures or mild conditions which can be treated by local doctors and do not prevent the Participant from continuing his or her trip or returning home does not qualify for air medical transport.

VIII. MY AREA DEALS™ BENEFIT.

1. *Generally*. The My Area Deals™ benefit is a combination of several components featured as local or national coupons, cards, online print, electronic, interactive, mobile app or other promotional advertising medium. Promotional merchant offers featured in My Area Deals™ benefit are not gift cards. Offers are available through the My Area Deals™ benefit throughout the fifty United States, the District of Columbia and Canada.

2. *Obtaining Offers*. Offers may be found online or via the My Rewards™ App and redeemed via printable coupon or mobile redemption. Print online merchant coupons and offers and redeem at participating merchants. Offers expire 14 days after printing. Each mobile offer can only be redeemed once by presenting the merchant

with the coupon redemption ID found on the offer for 24 hours after selecting "Redeem."

3. General Rules.

(a) *Additional Conditions* - Read the offer carefully for stated conditions, restrictions and exclusions. All offers are valid anytime except on defined holidays or unless the offer states otherwise. Certain offers are restricted to one offer per party per visit. These additional conditions supersede other Rules of Use.

(b) *Discounts* - Discounts exclude tax, tip and/or alcohol, where applicable.

(c) *Discount Redemption* - Present your coupon/Membership Card/mobile device to a participating merchant at the time you request your bill to receive your discount. The merchant will retain your coupon or return the card back to you to indicate you have used a discount offer. The least expensive item(s), up to the maximum value stated, will be deducted from your bill, or you will receive a percentage off the designated item(s), up to the maximum value stated, depending on the offer.

(d) *Free Offers* - In most cases, to qualify for a free offer or complimentary item, you must purchase goods or services from the merchant making the offer. Such offers may not be used in conjunction with any other discount or awards program/offer.

(e) *Movie Theater Discounts* - Some movie theaters are obligated by studio contracts to exclude discounts on certain movies. Please see individual offers for theater exclusions, restrictions and conditions.

(f) *Tippling* - Tippling for satisfactory services should be 15-20% of the total bill before the discount amount is subtracted.

(g) *Use With Other Discounts and Promotions* - Up to three coupons/mobile offers may be used per party, unless the offer states "One per party." My Area Deals™ offers may not be combined with any other discounts or promotions.

(h) *Valid Dates and Times/Holidays* - Read the offer carefully for valid dates and times. Major holidays, including those defined below, and regional holidays observed by participating merchants, are excluded, even if the offer states "valid anytime": New Year's Eve/Day, Valentine's Day, St. Patrick's Day, Easter, Mother's Day, Father's Day, Thanksgiving and Christmas Eve/Day. Additionally for Canada: Victoria Day, Canada Day, Labor Day and Boxing Day. Please check with the merchant regarding other holidays.

4. Edition Specific Rules.

(a) *Louisville, Kentucky* - Offers not valid during Derby Week or Derby-related events.

(b) *San Diego* - Limitations of liability stated herein might not apply in the city of San Diego. See San Diego Municipal Code 33.2713.

(c) *Wisconsin and Tennessee* - Redemption may be subject to certain conditions and limitations, which must be stated on the coupon. You are entitled to inspect the coupon before purchase.

This membership and its offers are intended for the personal use of the individual Program Participant and are not valid with other discount offers or in other cities unless otherwise specified. The use of this membership or any of its components or offers for advertising purposes, in any form or fashion, is strictly prohibited. Any use of an offer in violation of these Rules will render the offer VOID and we will pursue all legal remedies available to us by law. Offers may not be reproduced and are void where prohibited, taxed or restricted by law. We will not be responsible if any establishment breaches its contract or refuses to accept the coupons/mobile offer; further, we will not be responsible for securing compliance from any such establishment. We disclaim all alleged liability for bodily injury or property damage resulting from any accident, event or occurrence on, or resulting from the use of, the premises of the participating businesses. We disclaim all warranties express, implied or otherwise imposed by the law, regarding the condition of those premises or the safety of same. We disclaim all alleged vicarious liability for bodily injury or property

damage resulting from the acts or omissions of the participating businesses.

5. Additional Rules.

(a) To save at participating merchants, simply present your printed My Area Deals™ coupon or membership card before the merchant totals your bill. Discounts exclude tax, tip, alcohol and sale items, where applicable.

(b) My Area Deals™ discounts may not be used in conjunction with any other coupon, discount offer or awards program.

(c) Coupons are valid for two weeks from the date of printing, unless otherwise stated on the coupon.

(d) *Up to 20% Off Discounts* - Receive an ongoing up to 20% off, up to a maximum of \$25 per visit.

(e) *50% Off Discounts* - Receive up to 50% off, up to the maximum value stated on the offer.

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

6. Additional Rules for Dining Discounts.

(a) *2-for-1 Offers* - When purchasing two or more main-course entrees or menu items, the restaurant will deduct the least expensive main-course entree or menu item, up to the maximum value on the offer. For restaurants offering one complimentary "entree" when a second is purchased, an "entree" is considered a main-course item. Coupons are not valid for discount-priced daily specials, sale items, senior citizen rates, Early Bird specials, carryout, buffets, etc. unless otherwise noted.

(b) *Dining Alone Option* - Some restaurants include a "when dining alone" option clearly stated in the offer. These are valid only when dining alone and may not be used when an individual diner joins one or more other people at a table.

(c) *Dining In Groups* - When more than two people dine together, the following applies: (i) One bill per table (no separate checks), unless separate checks are the restaurant's standard policy; (ii) Only one coupon may be used for every two people, up to a maximum of three coupons per party; and (iii) The least expensive entrees or menu items in the party are discounted, up to the maximum value, unless otherwise specified on the coupon.

(iv) *Dining With Children* - Discounts do not apply to children's menu items. When dining with children, you must order two or more adult-priced main-course entrees or menu items in order to receive one complimentary, up to the maximum value.

7. *Other Rules*. Coupons are non-transferable. The barter, trade, sale, photocopying, alteration, purchase, or transfer of these offers by any person or entity is strictly prohibited. These offers are intended for the non-profit use of the individual registered for this program. Any use of an offer in violation of these Rules will render the offer VOID. Offers may not be reproduced and are void where prohibited, taxed, or restricted by law. My Rewards LLC, Financial Institution, the Third Party Benefit Provider facilitating the My Area Deals™ Benefit, and/or the parent, subsidiary or affiliated entities of each, will not be responsible if any establishment breaches its contract or refuses to accept an offer; however, the Third Party Benefit Provider facilitating the My Area Deals™ Benefit will attempt to secure merchant compliance to the best of the Third Party Benefit Provider's ability.

IX. DISCOUNT PRESCRIPTION DRUG CARD BENEFIT.

1. *Generally*. THE DISCOUNT PRESCRIPTION DRUG CARD (the "**Rx Card**") PROGRAM IS NOT INSURANCE. The Rx Card holder is responsible to pay 100% of the purchase price for all drugs. The purchase price includes the discounted cost of the drug plus all dispensing fees. The Rx Card holder pays the lower of the discounted drug cost plus dispensing fees, or the participating pharmacy's cash price to customers. The purchase price may vary by drug and by

pharmacy. Discounted drugs must be purchased only at participating pharmacies. All discounted drugs may not be available at all participating pharmacies. The Rx Card may be used at participating pharmacies in the fifty United States, the District of Columbia and Puerto Rico.

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

Rx Card holders are advised to check the Envision Medical Solutions terms and conditions located at <http://tinyurl.com/h9q7uy9> periodically for program updates. Contact the toll-free number on your Rx Card for more information or inquiries.

2. Dispute Resolution in Matters Relating to the Rx Card. Except as otherwise required by applicable state law, the following is the Rx Card Program's dispute resolution procedure: (a) If for any reason you become dissatisfied with the level of service provided by the Rx Card Program, you may contact our Rx Card Customer Service Department, toll-free, at: (877) 684-0032; or (b) The Rx Card Program's cardholders always have the option of filing a complaint or asking any question in writing. Please address your inquiries to:

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

The Rx Card Program will provide a written response to your inquiry within fifteen (15) days of receipt. When submitting your inquiry please include the following: (i) Your name, address and telephone number; (ii) The details surrounding the reason for your inquiry or complaint; (iii) Information concerning the efforts that you have made to resolve the matter; (iv) All responses that other parties have made in response to your complaint; and (v) How you would like to see that matter resolved.

X. VIP CUSTOMER SERVICE. We provide all Participants a direct line of communication with a Program-dedicated customer service representative to discuss questions or matters relating to the Program or the Benefits by dialing 855-899-5337 or sending an email to VIP@CNBankerREWARDS.com.

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

XII. DISCLAIMER OF WARRANTY. By utilizing your Program Debit Card, you expressly agree that use of the Program is at your sole risk. YOU ACKNOWLEDGE THAT THE PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE, FINANCIAL INSTITUTION, THIRD PARTY BENEFIT PROVIDERS, AND OUR LICENSORS AND VENDORS ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS OR FOR ANY INFORMATION OR CONSEQUENCES RESULTING FROM YOUR USE OF THE PROGRAM. MOREOVER WE, OUR THIRD PARTY BENEFIT PROVIDERS, AND OUR LICENSORS AND VENDORS ARE NOT RESPONSIBLE FOR ANY TECHNICAL ISSUES EXPERIENCED BY YOU. WE, OUR THIRD PARTY BENEFIT PROVIDERS, AND OUR LICENSORS AND VENDORS MAKE NO AND EXPRESSLY

DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROGRAM, INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE, OUR THIRD PARTY BENEFIT PROVIDERS, AND OUR LICENSORS AND VENDORS DISCLAIM ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE PROGRAM (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. YOU HEREBY ASSUME ALL RISKS RELATING TO THE FOREGOING.

XIII. LIMITATION OF LIABILITY. OUR LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY YOU AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF US RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00). IN NO EVENT SHALL WE BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. OUR THIRD PARTY BENEFIT PROVIDERS, LICENSORS AND VENDORS WILL NOT BE SUBJECT TO ANY LIABILITY TO YOU IN CONNECTION WITH ANY MATTER WHATSOEVER.

ALL CLAIMS MUST BE BROUGHT WITHIN NINETY (90) DAYS AFTER THE EVENT GIVING RISE TO THE CLAIM OCCURRED. You acknowledge and agree that we shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by us in offering the Program, whether in accordance with or in an unintentional deviation from these Terms. You acknowledge that our systems and procedures established for administration of the Program are commercially reasonable. You shall defend, indemnify, and hold us, our Third Party Benefit Providers, and our licensors and vendors harmless from and against all liability, damage, and loss arising out of any claims, suits, or demands by third parties with respect to the Program brought against you or arising from your participation in the Program. We shall not be liable for any loss, damage, liability, or claim arising directly or indirectly from any error, delay, or failure to perform hereunder which is caused by earthquakes, fires, natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, failures in either communication or computer networks, legal constraints, or any other event beyond our control. We are not responsible and assume no liability for any unavailability of the Program website or other technical malfunctions.

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

In order to expedite and control the cost of disputes, you and we agree that any legal or equitable claim relating to these Terms, including the validity, enforceability or scope of this Section XIV, or your Enrollment or participation in the Program (referred to as a "Claim") will be resolved as follows:

1. **Informal Resolution.** Most concerns can be resolved quickly by calling the Program customer service department at 855-899-5337. In the event that the Program customer service department is unable to

resolve a concern to your satisfaction, and the concern becomes a bona fide dispute, you and we will first try to resolve any Claim informally. Accordingly, neither of us may start a formal proceeding for at least 60 days after one of us notifies the other of a Claim in writing. You will send your notice to the address on the first page of this Agreement, and we will send our notice to your billing address.

2. **Formal Resolution.** If we cannot resolve a Claim informally, any Claim either of us asserts will be resolved only by binding arbitration. The arbitration will be conducted under the rules of JAMS that are in effect at the time the arbitration is initiated (referred to as the "JAMS Rules") and under the rules set forth in these Terms. If there is a conflict between JAMS Rules and the rules set forth in these Terms, the rules set forth in these Terms will govern. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, AND YOU AND WE WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. You may, in arbitration, seek any and all remedies otherwise available to you pursuant to your state's law. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration. If you decide to initiate arbitration, we agree to pay the arbitration initiation fee and any additional deposit required by JAMS to initiate your arbitration. We also agree to pay the costs of the arbitration proceeding. Other fees, such as attorney's fees and expenses of travel to the arbitration, will be paid in accordance with JAMS Rules. The arbitration will be held at a location in your hometown area unless you and we both agree to another location or telephonic arbitration. To start an arbitration, you or we must do the following things:

(a) **Write a Demand for Arbitration.** The demand must include a description of the Claim and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at www.jamsadr.com.

(b) **Deliver the Demand.** Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to:

JAMS Resolution Center
2500 N. Military Trail, Suite 200
Boca Raton, FL 33431
561-393-9733
shumphrey@jamsadr.com

(c) **Service of the Demand.** Send one copy of the demand for arbitration to the other party.

3. **Special Rules.** (i) In the arbitration proceeding, the arbitrator has no authority to make errors of law, and any award may be challenged if the arbitrator does so. Otherwise, the arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court that has jurisdiction. (ii) Neither you nor we shall be entitled to join or consolidate claims in arbitration by or against other individuals or entities, or arbitrate any claim as a representative member of a class or in a private attorney general capacity. Accordingly, you and we agree that the JAMS Class Action Procedures do not apply to our arbitration. A court may sever any portion of this Section XIV that it finds to be unenforceable, except for the prohibition on class, representative and private attorney general arbitration.

4. **Exception for Small Claims Court.** Binding arbitration will not be required for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You or we may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered. Either you or we may delay enforcing or not exercise rights under this

Section XIV, including the right to arbitrate a claim, without waiving the right to exercise or enforce those rights.

5. **Your Right to Reject Arbitration.** You may reject this Arbitration provision by sending a written rejection notice to us at:

My Rewards, LLC
ATTN: Legal Department
PO Box 2600
Wilmington, NC 28402

Your rejection notice must be mailed within 45 days after your initial acceptance of these Terms. Your rejection notice must state that you reject the Arbitration provision and include your name, address, Financial Institution and personal signature. No one else may sign the rejection notice on your behalf. If your rejection notice complies with these requirements, this Section XIV will not apply to you, except for any Claims subject to pending litigation or arbitration at the time you send your rejection notice. Rejection of this Arbitration provision will not affect your other rights or responsibilities under this Section XIV or these Terms. Rejecting this Section XIV will not affect your ability to use your Program Debit Card, participate in the Program, take advantage of any Program Benefit, or otherwise utilize and maintain your Account.

6. **Continuation.** This Section XIV shall survive termination of your Program Enrollment or the termination or expiration of these Terms. If any portion of this Section XIV is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Section XIV.

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

XVI. APPLICABLE LAW. The interpretation and enforcement of these Terms shall be governed by the laws of the State of Florida. These Terms are subject to modification if required by such laws. Notwithstanding the foregoing, Section XIV shall be governed by the Federal Arbitration Act.

XVII. FREQUENTLY ASKED QUESTIONS. We may provide Frequently Asked Questions ("FAQs") for reference on <https://www.CNBankerREWARDS.com>. The FAQs are not a part of any Program agreement, and the Program enrollment application, ACH authorization, and these Terms will control in the event any conflicting information is contained in the FAQs.