

TERMS AND CONDITIONS

These terms and conditions (“Terms” or “Agreement”) shall constitute the agreement between you and any joint account holder(s) (collectively, “You”) and your financial institution regarding the benefits included as part of your account with your financial institution. By maintaining your ongoing relationship with your financial institution, You agree to be bound by these Terms.

1. THIRD PARTY PROVIDERS — In order to make available the benefits and services included as part of your account, your financial institution has contracted with third party service providers, including, without limitation, Trilegiant Corporation (“TLG”), to perform on behalf of your financial institution under this Agreement and to deliver the benefits directly to You. Your financial institution reserves the right to change any service provider at any time. If we change the provider of the benefits from TLG to a different third party service provider, we will notify You in writing, TLG, and any other third party service provider designated by your financial institution, in addition to or in replacement thereof, are collectively referred to herein as “Provider.”

2. SERVICE — (a) Your financial institution makes available the benefits and services included with your account. Your financial institution relationship enables You to access your services and benefits, which are described in detail in your program materials (hereafter, “New Account Kit” or “Materials”). If You have any questions regarding your services and benefits, You should contact TLG at 1-800-251-2311. (b) TLG shall not be deemed a merchant, vendor, or supplier of any product or service provided to You through your account relationship with your financial institution.

3. WHO MAY USE; RESTRICTIONS ON USE — (a) You agree that You will use the benefits and services included with your account for You only and that You will be the end user of all information provided by such benefits and services, unless otherwise specified in the New Account Kit. You will be responsible for all use of your benefits and services and must notify your financial institution and Provider immediately of any unauthorized use of those benefits and services. (b) You agree that the benefits and services may not be used for business or commercial purposes except as otherwise permitted by your account agreement. (c) If your account benefits and services include credit monitoring, reporting or scoring benefits, You understand that by enrolling for the benefits and services provided with your account, You are providing “written instructions” in accordance with the federal Fair Credit Reporting Act, as amended (“FCRA”), for Provider, your financial institution and any of their service providers, which may include ConsumerInfo.com, Inc. (“CIC”) and CSIdentity Corporation (“CSID”), to obtain information from your personal credit profile from one or more of Experian, Equifax, and TransUnion, the three major credit reporting agencies. You authorize Provider, your financial institution and their service providers to use your Social Security number to access your personal credit profile, to verify your identity, and to provide credit monitoring, reporting and scoring products, if applicable.

4. LIABILITY — YOU ACCEPT ALL BENEFITS AND SERVICES PROVIDED AND INFORMATION RECEIVED AS PART OF YOUR ACCOUNT “AS IS.” PROVIDER, YOUR FINANCIAL INSTITUTION, AND ANY OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES OR SUBCONTRACTORS SHALL NOT HAVE ANY LIABILITY TO YOU FOR ANY DEFECTIVE SERVICES OR PRODUCTS PROVIDED TO YOU IN CONNECTION WITH YOUR ACCOUNT. PROVIDER, YOUR FINANCIAL INSTITUTION, AND ANY OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES OR SUBCONTRACTORS DO NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, FOR THE ACCURACY, COMPLETENESS, CORRECTNESS, CURRENTNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE BENEFITS AND SERVICES, INCLUDING, WITHOUT LIMITATION, THE INFORMATION CONTAINED IN ANY REPORTS WHICH YOU MAY RECEIVE. PROVIDER, YOUR FINANCIAL INSTITUTION, AND ANY OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES OR SUBCONTRACTORS DO NOT ASSUME ANY LIABILITY FOR DAMAGES, DIRECT OR INDIRECT, CONSEQUENTIAL OR INCIDENTAL, IN CONNECTION WITH THE PERFORMANCE OR DELIVERY OF THE BENEFITS AND SERVICES OR YOUR REQUEST, USE OR ATTEMPTED USE OF THE BENEFITS AND SERVICES. PROVIDER, YOUR FINANCIAL INSTITUTION, AND ANY OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES OR SUBCONTRACTORS ARE NOT RESPONSIBLE FOR NEGATIVE FACTUAL INFORMATION CONTAINED IN ANY REPORTS YOU MAY RECEIVE AS PART OF YOUR ACCOUNT. PROVIDER’S, YOUR FINANCIAL INSTITUTION’S AND THEIR AFFILIATES’ AGGREGATE LIABILITY TO YOU SHALL IN NO EVENT EXCEED THE AMOUNT OF THE FEES, IF ANY, ASSOCIATED WITH YOUR ACCOUNT. THE BENEFITS AND SERVICES PROVIDED AS PART OF YOUR ACCOUNT DO NOT CONSTITUTE CREDIT COUNSELING SERVICES AND DO NOT PROMISE

11. FEES FOR SERVICES INCLUDED AS PART OF YOUR ACCOUNT — The benefits and services described herein and in your New Account Kit are automatically included as part of your account with your financial institution. Your financial institution reserves the right to modify or enhance the account structure, including any fees associated with the account, as described in your account opening documents.

12. RENEWALS — Unless You notify your financial institution that You would like to modify or close your account, the benefits and services automatically included as part of your account will be provided continuously.

13. RIGHT TO CANCEL — The benefits and services described herein and in your New Account Kit are automatically included as part of your account with your financial institution. You must contact your financial institution to make any changes to your account. If your financial institution is unable to collect fees owed for the non-deposit benefits and services, your financial institution shall have the right to suspend or terminate the non-deposit benefits and services.

14. RELATIONSHIP TO SPECIFIC TERMS OF BENEFITS CONTAINED IN THE NEW ACCOUNT KIT — The terms, conditions, limitations and exclusions, as well as the arbitration provision, of this Agreement govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance, and enforcement. The terms, conditions, limitations and exclusions contained within any insurance coverage document or product repair or warranty agreement included in the New Account Kit, if applicable, govern only the matters that directly arise out of or directly affect the transactions contemplated therein, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

TO HELP YOU OBTAIN A LOAN OR IMPROVE YOUR CREDIT RECORD, HISTORY, OR RATING, THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION, CANCELLATION OR EXPIRATION OF THIS AGREEMENT.

5. INDEMNIFICATION — YOU AGREE TO INDEMNIFY AND HOLD HARMLESS YOUR FINANCIAL INSTITUTION, ITS SUBCONTRACTORS (INCLUDING PROVIDER), AND THEIR PARENTS, SUBSIDIARIES, AFFILIATES, VENDORS, OFFICERS, DIRECTORS AND EMPLOYEES FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEY’S FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF YOUR USE OF THE BENEFITS AND SERVICES INCLUDED AS PART OF YOUR ACCOUNT, THE VIOLATION OF THIS AGREEMENT BY YOU, OR THE INFRINGEMENT BY YOU OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHTS OF ANY PERSON OR ENTITY, OR AS A RESULT OF ANY THREATENING, LIBELOUS, OBSCENE, HARASSING OR OFFENSIVE MATERIAL CONTAINED IN ANY COMMUNICATION SENT BY YOU. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION, CANCELLATION OR EXPIRATION OF THIS AGREEMENT.

6. GOVERNING LAW — This Agreement, and the respective rights and obligations of the parties hereunder, shall be governed and construed in accordance with the laws of the State of Tennessee. The terms of this Section shall survive any termination, cancellation or expiration of this Agreement.

7. ARBITRATION — You and your financial institution agree that any claim or dispute (“Claim”) arising out of this Agreement between us (except for Claims relating to the terms, conditions, limitations, and exclusions of any insurance coverage document, or product repair or warranty benefits, if applicable, which are covered by a separate arbitration provision in the New Account Kit) shall, at the election of either You or your financial institution, be resolved by binding arbitration administered by the American Arbitration Association under its rules for consumer arbitrations. It is the parties’ intent that this arbitration provision be construed broadly, including that this arbitration agreement include any Claims against your financial institution as well as its corporate affiliates. You agree that, by entering into this Agreement, You and your financial institution are each waiving the right to a trial by jury or to participate in a class action. At your request, we will pay the first \$125 of your arbitration fees. You will be solely responsible for your arbitration fees and costs in excess of \$125. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual Claim. YOU AND YOUR FINANCIAL INSTITUTION AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both You and your financial institution agree otherwise, the arbitrator may not consolidate more than one person’s Claims, and may not otherwise preside over any form of a representative or class proceeding. If the specific provision in the preceding sentence is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. Notwithstanding the foregoing, either party may bring an individual action in small claims court. The parties to this Agreement acknowledge that this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* (“FAA”). Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator shall follow substantive law to the extent consistent with the FAA and shall honor any claims or privileges recognized by law. The terms of this Section shall survive any termination, cancellation or expiration of this Agreement.

8. MISUSE OF BENEFITS OR INFORMATION — You agree to take appropriate measures so as to protect against the misuse of the benefits and services included as part of your account. You agree that Provider and your financial institution may, if concerned about your use, temporarily suspend your access for up to ten (10) business days pending an investigation of use. You agree to cooperate fully with any and all investigations. If misuse is confirmed through investigation, your financial institution may immediately terminate this Agreement.

9. CONFIDENTIALITY — All information and software provided in connection with the benefits and services are and shall remain the sole and exclusive property of Provider. You shall not publish, broadcast, retransmit or otherwise reproduce the information or software in any medium. Any violation of this restriction is an infringement of copyright or proprietary rights in the information and software.

10. NO AGENCY RELATIONSHIP — Nothing in this Agreement shall be construed as creating or constituting a partnership, joint venture or agency relationship between your financial institution and Provider, or between either party and any vendor. Other vendors shall not have the ability to create any obligation on behalf of your financial institution or Provider.

15. **ELECTRONIC COMMUNICATIONS** — Your financial institution, at its option, may communicate with You by mail, by telephone or by electronic communications. Your financial institution may communicate with You electronically by means of electronic mail to the email address You provide when You open an account and/or by postings to your financial institution’s website. Your financial institution may communicate electronically to You the following types of communications: Terms and Conditions (including any amendments thereto), notices or disclosures regarding the benefits included as part of your account, and other matters relating to your use of those benefits.

16. **ADDITIONAL TERMS** — (a) The non-deposit benefits in the New Account Kit, unless otherwise indicated, are provided to all eligible account holders through Financial Services Association (“FSA”). As a financial institution account holder, You are automatically admitted as a member of FSA. Association members are entitled to be represented at the annual meeting of the association held the second week of January each year at 801 Crescent Centre Drive, Franklin, TN 37067. (b) The non-deposit benefits, including any insurance, become effective when the enrollment process is successfully completed and upon successful collection of the first month’s fee, if any, and will automatically expire when the related account has been closed.

17. **RIGHT TO CHANGE** — The non-deposit benefits included as part of your account may be modified or improved at any time and without prior notice. Your financial institution may terminate this Agreement upon written notice to You.

18. **THIRD-PARTY BENEFICIARIES** — You agree that these Terms including, without limitation, the arbitration provision contained in Section 7, shall confer third-party beneficiary status on any entity, person, or agent that assists your financial institution in providing the benefits and services included with your account with respect to any claims relating to such benefits and services. The terms of this Section shall survive any termination, cancellation or expiration of this Agreement.

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The terms and conditions below apply if your benefits and services include credit monitoring, reporting or scoring benefits. If these benefits are automatically provided to You upon enrollment, the term “You” does not include any joint accountholder.

Your VantageScore credit score(s) are provided by VantageScore Solutions LLC. The VantageScore model, with scores ranging from 300 to 850, was developed jointly by the three major national credit reporting agencies -- Experian®, TransUnion®, and Equifax®. The version of VantageScore provided here is used by some, but not all lenders. Your score(s) may not be identical or similar to scores received directly from those agencies, from other sources, or from your lender.

Daily monitoring will notify you of certain new inquiries and derogatory information, accounts, public records, or change of address that have been added to your credit reports as reported by one of or any of the three major credit reporting agencies. If no information has been added or changed, then you will receive a quarterly notification stating that no information has changed within your credit file.

The federal Fair Credit Billing Act gives You the right to dispute billing errors, such as unauthorized charges, on your credit card by notifying your credit card company in writing within 60 days after the first bill containing the error was sent to You. The credit card company must resolve the dispute within two billing cycles (not to exceed 90 days) after receiving your notification. You may withhold payment on the disputed amount (and related charges) during the investigation. You must pay the amount not in dispute. You will be informed in writing whether your bill is correct or contains an error. If your bill contains an error, it will be corrected.

SECURITY EVENT — In the event that You learn or have reason to believe that data of Provider or your financial institution has been disclosed or accessed by an unauthorized party, You will immediately give notice of such event to your financial institution or Provider, as applicable.

AUDIT — You understand and agree that in order to ensure compliance with applicable laws, Provider and your financial institution will conduct periodic reviews of your activity and may, on a random basis, contact You to review completed searches. You agree to reasonably cooperate with any and all such reviews. Violations discovered in any review by Provider or your financial institution will be subject to immediate action including, but not limited to, termination of this Agreement.

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The terms and conditions below apply if your benefits and services include travel or cash back benefits.

All merchants and suppliers (collectively “Vendors”) from which You may obtain travel or other benefits and services included with your account operate independently of, and are not under the control of, your financial institution or Provider in any way. Neither your financial institution nor Provider is responsible for changes to, or discontinuance of, any special offer or coupon code. It is your responsibility to make sure that all specials are valid. You understand that neither your financial institution nor Provider operate or control the products or services offered by third parties, promotional partners or participating Vendors. Third-party Web sites and online merchants accessed by You are responsible for all aspects of order processing, order fulfillment, shipping and handling, billing, and customer service. Your financial institution and Provider’s sole obligation hereunder shall be to forward to the applicable Vendor all payments for services or products ordered, and to forward to You all necessary travel documents for travel reservations made by You through the benefits and services included with your account. Your financial institution and Provider are not party to the transactions entered into between You and the Vendors with which You choose to do business. If You buy products or services from any Vendor You become a customer of such Vendor and therefore must direct any comments, complaints or inquiries regarding your purchase to such Vendor, and not to your financial institution or Provider. All rules, policies (including privacy policies) and operating procedures of those Vendors will apply to You while You are using those Vendors’ Web sites or local store locations. No reference to a third party product or service indicates an endorsement by your financial institution or Provider. Your financial institution and Provider reserve the right to eliminate Vendors. Your financial institution and Provider are not responsible for any refund to You or any effect on accrual of cash back due to Vendor closure, discontinuance as a participant or restrictions in the event their products or services are no longer available to You. You agree that any claim with regard to services or products shall be made against the Vendor of such services or products, as applicable, and not your financial institution or Provider. Neither your financial institution nor Provider assume any responsibility or liability in connection with the service of any train, vessel, carriage, aircraft, motor vehicle, or other conveyance (collectively, “Vehicle”) which may be used, either wholly or in part, in connection with the services ordered, nor will any of them be responsible for any act, error, or omission, or for any injury, loss, accident, delay, or irregularity which may be occasioned by reason of any defect in any Vehicle, or through the neglect of any person engaged in carrying out the purpose for which tickets or coupons are issued including, but not limited to, tour guides, vehicle operators, and hotel administration and staff. Neither your financial institution nor Provider shall have any liability in the event any itinerary or arrangements are altered by any Vendor. Any information provided by your financial institution or Provider to You is subject to change without notice. All services ordered are subject to the availability of such services from the applicable Vendor.

Notice to Consumers about Supplier of Travel: Certain travel services are provided by Loyalty Travel Agency LLC, who acts only as an agent. State Seller of Travel registration numbers for Loyalty Travel Agency LLC are: California 2097389-50 (registration as a seller of travel does not constitute approval by California. Loyalty Travel Agency LLC is not a participant in the Travel Consumer Restitution Fund); Florida ST38239; Hawaii TAR-6750; Iowa 987; and State of Washington 602 868 200.

Cash Bonus redemption: Cash Bonus amounts are based on a percentage of your eligible travel purchases as specified in your New Account Kit. For Cash Bonus redemption: Save your itinerary and all the original receipts or copies of receipts. Write your name, address, and Travel ID # on them and mail within 90 days of your return to Bonus Travel, P.O. Box 6126, Westerville, OH 43086-6126. The cash bonus is offered on eligible purchases made through our travel service only as detailed in your New Account Kit. Group travel, phone, meals, sales taxes, tips, gratuities, insurance, special delivery and other miscellaneous expenses are not eligible for a cash bonus. Your financial institution relationship must be active at time of request and redemption.

Low Price Guarantee: If after making a flight reservation, car rental, cruise vacation, or hotel reservation through Bonus Travel, You find that a lower price was available at the time of purchase through another eligible travel service, online or otherwise, You must call Bonus Travel back the same day and upon confirmation Bonus Travel will match the price; or call within 30 days after the date of your purchase and Bonus Travel will refund the difference. The lower price must be published, available to the general public, for the identical itinerary (including, but not limited to, your date of travel, vendor, departure time, hotel location, type of room or car rental, as appropriate). Your financial institution relationship must be current at the time of purchase to be eligible. Offer subject to change at any time without notice. Upon verification, Bonus Travel will promptly refund the difference between the price You paid through Bonus Travel and the lower price. Fares that conceal the airline’s identity until purchased, airline Web fares published each week for travel departing that weekend, charter, tour packages, consolidator rates, and group rates are excluded. Other restrictions may apply.

To file a claim, contact Bonus Travel at 1-800-251-2672 and provide Travel ID #, confirmation number and price of itinerary, lower priced offer details, including name of travel service with lower priced offer, exact itinerary details of lower priced offer, price of itinerary, and identification of where the lower priced offer is available. Once the lower priced offer is validated and if Bonus Travel is not able to match it, Bonus Travel will issue You a check and mail it to your address on record. Please note: Bonus Travel may request printed materials to be faxed or mailed to the service’s attention to assist in claim verification. **This benefit is NOT insurance:** The Low Price Guarantee benefit is not insurance and these terms and conditions are not a policy or contract of insurance.

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The terms and conditions below apply if your benefits and services include discount shopping services.

The Discount Shopping Service shall include access to shop online or a toll-free number to call for product information and prices, and to order merchandise through independent vendors.

Return Policy: If within 60 days you are not satisfied with your purchase, we will replace the item or provide a credit for the full merchandise amount. Notebook and handheld computers must be returned within 15 days of purchase. Simply call a Member Service Representative at 1-800-243-1858 to receive return instructions. To avoid a restocking charge, please return your merchandise in the original box and packing, including all the accessories and the owner's manual. Do not destroy or discard packaging for 60 days. The value of missing accessories will be deducted from the credit amount of a return. Some personalized items, opened personal care, domestics, pierced earrings, computer software items, computer disks, printer cartridges, phone cards, and special order merchandise are not returnable.

Cancellation and Return of Orders: Upon request to cancel an order on your behalf, the Discount Shopping Service will promptly refund any money deposited with the Discount Shopping Service for that order, provided that the product ordered has not yet been shipped to You by the vendor or the service ordered has not yet been performed for You. In the event that the shipment or performance has occurred, the Discount Shopping Service will use its reasonable efforts to seek a refund from the vendor involved on a case-by-case basis. All products will be deemed acceptable by You unless You notify the Discount Shopping Service within 60 days after You receive the product that it is not satisfactory.

LOW PRICE Guarantee: If You see a dated, printed advertisement from an authorized dealer showing a lower price for exactly the same item You purchased from the Discount Shopping Service within 60 days of your purchase (15 days for computer products, digital cameras, camcorders, and video games), You are entitled to a refund for the difference in price -- plus 100%. (Example: If You buy a product for \$100 and find the product elsewhere for \$90, Discount Shopping Service will give You a check for \$20.00.) Also, if we lower our own prices within 60 days of your purchase (15 days for computer products, digital cameras, camcorders, and video games), on exactly the same item that You purchased from Discount Shopping Service, we will refund to You the difference between the old and new prices. "Exactly the same" means an item with the same model number, manufacturer's U.S. warranty, and accessories as the one You bought from the Discount Shopping Service. The advertised, lower-priced model must be from an authorized dealer for that product. Pagers, cellular phones, motorized vehicles, demonstration models, items purchased at limited sales, one-of-a-kind, or other collectible items are excluded. This Low Price Guarantee is not insurance and this description is not an insurance policy or contract for insurance. Refunds are limited to a maximum of three (3) claims on any one type of item per twelve-month period and up to a maximum of \$1,000 per twelve-month period. Provider reserves the right to limit sales and benefits (including Low Price Guarantee) to resellers. Calculation of the amount of your check will not take into account sales tax and shipping. Please allow 2 weeks for response to your claim. For information on how to receive your price-difference check call 1-800-307-3137.

Merchandise purchased may not be used for resale.

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The terms and conditions below apply if your benefits include savings benefits.

Where prohibited by law, discounts for alcoholic beverages are excluded.

If You choose to use coupons and specials that are listed or are not listed on a Vendor's landing page, we cannot guarantee that You will be eligible to receive a discount on your purchases.

Merchandise purchased may not be used for resale.

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The terms and conditions below apply if your benefits and services include cash back shopping rewards.

Cash Back Rewards: (a) Purchases made by You online are eligible for cash back ("Cash Back Rewards"). To qualify for cash back, You must access the participating merchants' Web sites through www.my-cashrewards.com (the "Cash Back Web Site"), and pay for your online purchase. A list of participating merchants is available on the Cash Back Web Site. Purchases You make by going directly to a participating merchant's Web site do not qualify for cash back. Cash Back Rewards are only available via access to the Cash Back Web Site. (b) Subject to these terms and conditions, You will be credited in the form of a check a percentage of the net purchases made by You at the online merchants affiliated with Cash Back Rewards (each, an "Affiliated Merchant"). The percentage credited to You will be set forth on the Cash Back Web Site for each Affiliated Merchant. The net purchase is defined as the total amount paid to the Affiliated Merchant minus tax, gift wrapping, shipping, promotional credits, returns, cancellations, and transaction fees or as is otherwise set forth on the Cash Back Web Site with respect to such Affiliated Merchant, whichever is less. Purchases made by You from Affiliated Merchants will be deemed a "Qualified Purchase" and will be subject to earn cash back if and only if all of the following criteria are satisfied: (1) "cookies", both first and third party (if applicable), must be enabled on your Web browser; (2) all potential Qualified Purchases must begin by clicking on the Affiliated Merchant's link that appears on the Cash Back Web Site and being successfully connected to the Affiliated Merchant's Web site based upon that click; and (3) such purchases do not violate any Affiliated Merchant specific terms set forth on the landing page for that merchant. The Cash Back Web Site may, at all times, route your request to an Affiliated Merchant site through specific links, in order to assure that the sale can be tracked correctly. Any alteration of these links will invalidate your sale, which will not be deemed a Qualified Purchase. The determination of whether a purchase made through an Affiliated Merchant is a "Qualified Purchase" is at the sole discretion of your financial institution and Provider. Cash Back Rewards awarded to You hereunder are subject to adjustments for returns, cancellations, and other events. Your financial institution or Provider may apply such adjustments to your account at any time at their sole discretion. If you disagree with any adjustments made to your account, your sole remedy is to discontinue use of the benefit. Certain Affiliated Merchants have a list of purchases that are not eligible for accrual or payment of Cash Back Rewards. Those restrictions are set forth on the landing page for that Affiliated Merchant. In addition, prescription medication, monthly deliveries, such as wine-of-the-month clubs and pet foods, gift certificates (with the exception of Spa Wish), and purchases that are picked up at a warehouse or a store location will not be deemed a Qualified Purchase. In addition, if You place more than ten (10) orders or transactions from a single Affiliated Merchant in any single calendar day, any items contained in orders placed after the tenth order will not be deemed Qualifying Purchases. (c) Accrued cash back for Qualifying Purchases will be sent to You within 90 days from date of purchase or when your minimum awards amount reaches \$2.00, whichever is later. Cash Back Rewards will be issued via check and mailed to the address on file in your profile. If there is no address on file, your financial institution or Provider will retain your cash back until they receive a mailing address from You. It is your responsibility to keep your account information current in order to facilitate your receipt of your Cash Back Rewards. In the event that your information is not current at the time your Cash Back Rewards would otherwise have been paid to You, your financial institution or Provider will retain such cash back in your account until You provide a valid postal address. You authorize your financial institution or Provider to receive any account information from any Affiliated Merchant including, but not limited to, information regarding the Qualified Purchase such as the products ordered, the order number, the time and date the Qualified Purchase occurred, and the email address entered for the Qualified Purchase.

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The terms and conditions below apply if your benefits and services include extended warranty and product repair plan.

Depending on the benefits and services included with your account, the Extended Warranty and Product Repair Plan benefits may be provided by National Product Care Company (NPCC) at 175 West Jackson Blvd., Chicago, IL 60604 except in Arizona, Florida, Oklahoma, and Wisconsin where it is Service Saver, Incorporated (SSI) at 175 West Jackson, Blvd., Chicago, IL 60604; in Florida, the license number is 80173. The Extended Warranty and Product Repair Plan benefits are not available for residents of the states of Arizona, Texas and Utah. The Extended Warranty and Product Repair Plan benefits are administered by Trilegiant Insurance Service Inc.

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The terms and conditions below apply if your benefits and services include automobile benefits.

All 24 Hour Roadside Assistance services are provided by Bricknell Financial Services Motor Club, Inc. dba Road America Motor Club, administrative offices at 7300 Corporate Center Drive, Suite 601, Miami, FL 33126. (For Mississippi and Wisconsin residents, services are provided by Bricknell Financial Services Motor Club. For California residents, services are provided by Road America Motor Club, Inc. dba Road America Motor Club.) Services such as lockout, emergency towing and roadside assistance may vary to conform with the laws of your state and restrictions may apply.

Neither your financial institution nor Provider shall have any liability for any delay in delivery for any cause beyond their control, including delay due to union disputes or factory production schedules. Neither your financial institution nor Provider shall be responsible for any errors or omissions, including information in the Auto Summaries, price changes, or out-of-stock vehicles. Information on car makes, models, maintenance discounts, access telephone numbers, and procedures is subject to change without notice.

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The terms and conditions below apply if Your benefits and services include health discount products and services ("health discount plan"). If Your benefits and services include the health discount plan, Provider may contract with other third party service providers, including, without limitation Careington

International Corporation (“Careington”) a discount medical plan organization, to perform on behalf of Your financial institution under this Agreement and to deliver the health discount plan directly to You.

WHO MAY USE; RESTRICTIONS ON USE: You and Your immediate family, which includes Your spouse and Your dependent children (whether living at Your home or away at an educational institution), are entitled to access discounts on selected services from participating providers and facilities. For more details, call Customer Care at 1-800-251-0003. Some specialties may not be available in all areas. Careington will make available to You, through a toll free number, online, or in writing upon request, the name, specialty, location and telephone number of all participating providers in Your location. To use the health discount plan You should (i) visit www.careington.com/co/provider (“Website”) to find a participating provider near You; (ii) at the time of payment, show Your health discount card to receive Your discount.

LIABILITY: (a) Careington is not a licensed insurer, health maintenance organization, or other underwriter of health care services. Careington is not engaged in the practice of medicine. Participating health care professionals are solely responsible for all services provided to consumers, and the traditional relationship between practitioner and patient shall in no way be affected or interfered with by Careington or any terms of this Agreement. No portion of any provider’s fees will be reimbursed or otherwise paid by Careington. You will receive discounts for medical services at certain health care providers who have contracted with Careington. You are obligated to pay for all health care services at the time of Your appointment. Savings are based upon the provider’s non-discounted retail price. Actual savings will vary depending upon location and specific services or products purchased. Please verify such services with each individual provider. The discounts contained may not be used in conjunction with any other health discount plan. Any procedure performed by a non-participating provider is not discounted. From time to time, certain providers may offer products or services to the general public at prices lower than the discounted prices available through this health discount plan. In such event, You will be charged the lowest price available to You. Discounts on professional services are not available where prohibited by law. This health discount plan does not discount all procedures. Providers are subject to change without notice and services may vary in some states. It is Your responsibility to verify that the provider is a participant in the health discount plan prior to receiving services. At any time, Careington may substitute a provider network at its sole discretion. Careington cannot guarantee the continued participation of any provider. If the provider leaves the health discount plan, You will need to select another provider. Providers contracted by Careington are solely responsible for the professional advice and treatment rendered to members and Careington disclaims any liability with respect to such matters. Careington does not endorse, recommend or guarantee the health care professionals listed on the Website and makes no representations or warranties about the type of services, quality of care, source of payment or billing practices. Information available through the health discount plan is not intended to constitute offers to sell or solicitations in connection with any health care professional or product. Information presented is general in nature and is not meant to replace the advice of health care professionals. You agree that You assume all risk associated with the use of the health discount plan and that any decisions made about a health care professional or obtaining care are exclusively Your responsibility. Although Careington makes due efforts to confirm that our participating health care professionals are credentialed, the credentials of any such participating health care professional are not guaranteed. Every effort has been made to ensure that only actively participating providers are listed on the Website. You must pay the provider directly at the time of service unless otherwise agreed upon between You and the provider. (b) Neither Careington, Provider, Your financial institution nor any of their respective affiliates shall have any liability to You, including, without limitation, any liability for those services supplied by participating providers, merchants, vendors, or suppliers as part of Careington and/or their participation in the Careington health discount plan. NEITHER CAREINGTON, PROVIDER NOR YOUR FINANCIAL INSTITUTION MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD OR INFORMATION DELIVERED OR PROVIDED TO YOU, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER CAREINGTON PROVIDER, YOUR FINANCIAL INSTITUTION NOR ANY OF THEIR RESPECTIVE AFFILIATES SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. THE AGGREGATE LIABILITY OF CAREINGTON, PROVIDER, YOUR FINANCIAL INSTITUTION AND ALL OF THEIR RESPECTIVE AFFILIATES TO YOU SHALL IN NO EVENT EXCEED THE AMOUNT OF YOUR ACCOUNT FEE.

Terms and Cancellation: The health discount plan is administered by Careington International Corporation., a discount medical plan organization and administrator located at P.O. Box 2568, Frisco, TX 75034, 1-877-571-0554. **The discount plan is NOT insurance.** The health discount plan provides discounts at certain Careington providers for medical services. The health discount plan does not make payments directly to the providers of medical services. You are obligated to pay for all health care services, but will receive a discount from those health care providers who have contracted with Careington. Discount varies based on services and/or providers. The health discount plan and its administrators have no liability for providing or guaranteeing service or the quality of service rendered. Your access to the health discount plan begins on the date You receive Your New Account Kit. Please contact Your financial institution to request cancellation.

You have the right to cancel within the first 30 days after receipt of Your New Account Kit and receive a full refund. If You cancel on the 31st day or later after receipt of Your New Account Kit, You will not receive a refund; however, You will be able to use the discount products and services until the end of the month. Careington reserves the right to terminate health discount plan members from its health discount plan for any reason, including non-payment. If Careington cancels Your participation in the health discount plan for any reason other than nonpayment of fees, a notice of termination will be sent to You by mail.

Complaints: If You would like to file a complaint or grievance regarding Your health discount products and services, You must submit Your grievance in writing to: Careington International Corporation, P.O. Box 2568, Frisco, TX 75034. You have the right to request an appeal if You are dissatisfied with the complaint resolution. If after completing the complaint resolution process and, You remain dissatisfied, You may contact Your state insurance department.

Privacy Policy: Careington is committed to protecting Your privacy. We will ask You only for information necessary for You to use the health discount plan successfully, including but not limited to name, gender, date of birth, spouse and/or dependent data, address and contact information. Careington may disclose the personal information it collects about You only to its affiliates and selected vendors or business partners who perform administrative services on its behalf, for the proper management and administration of Careington; or as required by law. No personal information about You will be disclosed to any third party without Your consent or knowledge, except in accordance with this policy. Careington will not sell Your personal information, but may disclose information about participants in its health discount product and services in aggregate form to certain third parties. In all cases, Careington will disclose the information consistent with applicable laws and regulations, and will require the recipient to protect the information and use it only for the purpose it was provided.

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The terms and conditions below apply if your benefits and services contain insurance.

INSURANCE: Insurance in the program, if applicable, is provided by the carrier named in the evidence of coverage (certificate) in your New Account Kit. If there are any discrepancies between the marketing material and the certificate, the certificate prevails. You may request a copy of the certificate by contacting the Plan Administrator at 1-800-251-2311.