

Duck Card Rewards Program

Terms and Conditions

These Terms and Conditions (this "Agreement," as it may be modified from time to time) govern your participation in the Duck Card Rewards Program (the "Program"). The Program is offered by OCCU Card Services, LLC issuing your card ("we" or "us" or "our"), to the holders of Eligible Credit Cards ("Cardholders," "Accountholder" or "you"). We may revise or terminate the Program or any portion thereof on 30 days prior written notice, and if we terminate the Program, you will have 30 days from the Program termination date to redeem your accumulated Duck Card Rewards Points ("Point(s)"). However, we may change or substitute rewards, as well as adjust Point levels required for specific rewards, at any time without prior notification. All rewards are subject to availability. You may access continuously updated Terms and Conditions for the Program at www.TheDuckCard.com.

Program Eligibility and Enrollment: Duck Card Cardholders are automatically enrolled into the rewards program upon account opening. To remain eligible for the Program, Cardholders must hold a Duck credit card ("Eligible Credit Card") in good standing issued by OCCU Card Services, LLC. Transactions on other such accounts (credit cards, debit cards, and others) are not eligible to earn points under the Program. However, points will be pooled from cards issued under the same line of credit. Points may not be combined or pooled between Enrolled Credit Card(s) provided by different or multiple financial institutions.

Earning Points: Eligible cardholders enrolled in the Program will earn one (1) point for each one (1) dollar of all new net purchases (qualifying purchases less credits, returns and adjustments) charged to the card each billing cycle. You will earn a total of five (5) points (consisting of four (4) bonus points and one (1) base point) for each one (1) dollar of net purchases at eligible Participating Duck Merchants. A list of Participating Duck Merchants can be found at www.TheDuckCard.com. Purchases made at any merchant that does not process transactions as a recognized Participating Duck Merchant will not qualify and you will not receive the bonus points, but you will receive the base point award. We reserve the right to determine which purchases qualify for bonus points.

Transactions made with your Enrolled Account are aggregated to determine the amount of Points credited to your account each calendar month, starting with the month of enrollment. The aggregate of such Points will be rounded up to the nearest whole dollar. Points are earned only when they have appeared on the monthly account statement for the associated Enrolled Account.

Qualifying transactions include purchases made using your Enrolled Account net of returns, credits or adjustments. The following transactions are excluded from earning reward points under this Program: Balance Transfers, Cash Advances, including purchases of money orders or other cash equivalents, fees, interest charges, adjustments, unauthorized/fraudulent transactions and certain other charges will not qualify to earn reward points. We also reserve the right, at our sole discretion and at any time, to include or exclude certain types of transactions from the meaning of qualifying transactions.

Reward Point Expiration: Points accrued in your Enrolled Account will be carried forward each year until they expire. Points expire on the fifth (5th) calendar year anniversary following the date on which points were earned. For example, reward points awarded on January 1, 2013, will expire on January 1, 2018, unless we terminate the Program in which case you will have only 30 days from the Program termination date to redeem any earned Points. Point expiration will not be communicated on your monthly billing statement, but is available by calling the Duck Card Rewards Service Center at 1.866.598.1769. If you cancel your enrollment in the Program, for example by closing your card account, any unredeemed Points shall be forfeited immediately upon cancellation. If you have enough Points to be eligible for a reward, you must request the reward prior to giving us notice of the cancellation. There are no exchanges or refunds for unused Points.

Any transaction credits (e.g. returns) applied to your Enrolled Credit Card Account may reduce or eliminate accumulated Points and may result in a negative Point balance. If such credits are applied to your Enrolled Credit

Card Account after a reward for redemption has been selected that reduces your Point balance below the amount required for such reward redemption, we may suspend delivery of the requested reward, including cancellation of travel reservations. If your Enrolled Credit Card Account has a negative Point balance, any newly earned Points will be used to offset such negative Point balance until such balance has been brought to zero.

If your Enrolled Accounts show signs of fraud or abuse relating to the earning of Points, you may lose your accrued Points, and we may terminate your participation in the Program immediately.

Reward Point Redemption - Service Center: In order to earn or redeem Points, the Enrolled Account must be in good standing. In order for the Enrolled Account to be in good standing the Account must be current and open with new charging privileges. All determinations regarding the Account holder's standing shall be made by OCCU Card Services, LLC using its sole discretion. If your enrolled Account has been coded delinquent by us you will not be allowed to redeem Points until the account is returned to good standing, although you may continue to earn Points if the Enrolled Account is used. Points will be forfeited and enrollment terminated if any Enrolled Account is charged-off.

Reward Points will generally be available for redemption by the 10th day of the month following the month in which the eligible transaction occurred. Reward point award records are generally transmitted within one (1) month of the Eligible Transaction; however, on some occasions reward point awards may be transmitted earlier or later than that time. Redemption and expiration of reward points will be done on a first-in/first-out basis.

Reward points may be redeemed by calling the Rewards Service Center at 1.866.598.1769. Our Service Representatives are available to help redeem points for Rewards and answer redemption related questions from 6:00 a.m. to 6:00 p.m. (Pacific), seven days a week, excluding federal banking holidays. Subject to some limitations, Points may also be redeemed online at www.TheDuckCard.com.

Any holder of an Enrolled Account may redeem Points, subject to authentication of such holder, as deemed appropriate by the administrators of the Program. Neither we nor our affiliates shall be responsible or bear liability for disagreements between account holders concerning the use of Points accumulated in the Program.

Points and rewards have no cash value and may not be assigned or pledged to any third party. Account holder is responsible for any personal tax liability that may be related to participating in the Program and the redemption of any Program rewards. Points may not be transferred upon death or as part of domestic relations proceedings.

Rewards are considered fully redeemed once issued. Lost, stolen, expired or otherwise destroyed rewards including, tickets, certificates, gift cards, merchandise or other documents are not re-issuable or replaceable. No change or credit will be issued for unused portions of rewards, unless we notify Account holder. Points and/or rewards may not be combined with any other discounts, special rates, or promotions including other promotional or discount programs unless otherwise indicated at the time of Point redemption. Rewards may not be redeemed for cash though the program may offer statement credits as a redemption option. To redeem rewards, follow instructions in the Program materials provided from time to time. Allow at least four to six weeks for the redemption of any reward. Should we identify errors on the reward site including pricing, point cost, product type or availability we reserve the right to not honor redemptions related to the error.

Shipping and Delivery of Rewards: Unless otherwise indicated at the time of redemption, all rewards, including travel rewards, will be sent to the address associated with the Enrolled Account. Delivery of rewards may not be made outside the U.S. or to a post office box. The Account holder will be responsible for shipping costs for delivery of merchandise rewards to Alaska and Hawaii. Express shipping for rewards may be available upon request and related charges will be billed to Enrolled Account. Rewards that consist of travel rewards may be subject to pre-purchase requirements, length of stay restrictions or Saturday overnight stay requirements, dollar amount caps, and other restrictions. A ticket service fee will be charged when Points are redeemed for airline tickets and will be billed to Enrolled Account. In addition, miscellaneous travel charges including, but not limited to, ticket service fees, airport taxes, excess baggage charges, security fees, passenger facility charges, fuel surcharges, gratuities, insurance, and airline or hotel amenities, are the sole responsibility of the Account holder and are not intended to

be included as part of the Program benefit. For a complete listing of restrictions that may apply to any travel rewards, please call 1.866.598.1769.

We, our affiliates, and any merchants or vendors participating in the Program make no guarantees, warranties or representations of any kind concerning the rewards. The Program and/or any of its individual elements including rewards are void where prohibited by federal, state, or local laws and regulations and are subject to change as may be necessary to comply with such laws or regulations. You release us, our affiliates and representatives, and any merchants or vendors participating in the Program from all liability regarding the redemption and use of rewards, including any rewards that may be lost, stolen or destroyed or a travel provider's provision or failure to provide transportation or services for any reason.

Service Provider: Administrative services, travel reservation and issuance of travel documentation are provided by TSYS Loyalty. TSYS Loyalty assumes all liability and responsibility for the provision of such administrative services only. TSYS Loyalty operates as an independent contractor and is not affiliated with OCCU Card Services, LLC or OCCU Card Services, LLC. Neither OCCU Card Services, LLC or TSYS Loyalty makes any representations or warranties, whether expressed or implied with respect to, and do not guarantee or otherwise promise to ensure the satisfactory performance of any products or services provided, or to be provided in connection with the fulfillment of any rewards by any third party, including, but not limited to any common carrier, airline, or other supplier of travel services or products ("Travel Suppliers") or any other supplier of rewards (such other suppliers, together with Travel Suppliers, referred to as "Rewards Suppliers"); including, without limitation, an airline's or other carrier's or service provider's lack of provision or failure to provide ticketed transportation or other services for any reason. Further, neither OCCU Card Services, LLC nor TSYS Loyalty will be responsible or otherwise liable to Accountholders, or others, for any act, error, omission, injury, loss, accident, damage, delay, nonperformance, irregularity, strike, insolvency, grounding or other event caused by, relating to, or otherwise involving Rewards Suppliers or the products or services thereof, or for any direct, indirect, special, consequential or punitive damages resulting there from.

Accountholders may redeem Points for airline tickets, cruise travel, car rental certificates, hotel certificates, gift certificates, gift cards and merchandise as shown from time to time on the rewards website provided to Accountholders and available for viewing on line when you log on to your account at www.TheDuckCard.com. Rewards are subject to additional terms and conditions as noted herein and contained on the redemption materials. Certificates and gift cards may be subject to expiration as disclosed on the certificate materials or gift card. Rewards may not be resold or transferred unless otherwise indicated. See the redemption chart for reward options. These Reward Terms and Conditions in conjunction with the Program Terms and Conditions govern these rewards.

All rewards are subject to availability and specific rewards may only be available for certain dates. Fees may be imposed when Accountholders redeem points for airline tickets. Specific restrictions may apply to certain travel rewards. Terms and conditions are placed in Program communications and on the rewards redemption materials. All reservations are made subject to the conditions of carriage, supply or business of the party providing the service, which include exclusions and limitations of liability. These conditions, restrictions and /or limitations may change from time to time.

There is no annual fee for membership in this Program.