



OCCU Business 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 OCCU Business Rewards Program (the "Program"). The Program is offered by OCCU Business Services 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 OCCU Business 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 Terms and Conditions for the Program at TheNICECard.org.

Program eligibility and enrollment: OCCU Business Card Cardholders are automatically enrolled in the Rewards Program (the "Program") upon account opening. To remain eligible for the Program, Cardholders must hold an OCCU Business credit card ("Eligible Credit Card") in good standing issued by OCCU. Transactions on other such accounts (credit cards, debit cards and others) are not eligible to earn Points under the Program. However, Ps 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. You do not own the Points associated with your Enrolled Cards.

Earning Points: Eligible Cardholders enrolled in the Program will earn 1.25 Points for each one 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 two Points (consisting of 1.25 base Points and .75 bonus Point) for each one dollar of net purchases at eligible Restaurants, Telecommunication Services and Cable TV Services. Additionally, eligible Cardholders will also earn a total of three Points (consisting of 1.25 base Points and 1.75 bonus Points) for net purchases at Office Supply Stores. Eligible merchants and the associated merchant category codes ("MCC") for the Bonus Categories are the following: (a) Restaurants (MCC 5812-Eating Places and Restaurants, 5814-Fast Food Restaurants – please note that this list does NOT include codes for "Drinking Places"); (b) Telecommunication Services (MCC 4814-Telecommunication Services – please note that this list does NOT include codes for "Telecommunication Equipment"); (c) Cable TV Services (MCC 4899 - Cable, Satellite and Other Pay Television and Radio Services); and (d) Office Supply Stores (MCC 5943 - Stationery Stores, Office and School Supply Stores). Purchases made at any merchant that does not process transactions under these codes will not qualify and you will not receive the bonus Points, but you will receive the base Point award. We do not determine how merchants or establishments are classified; however, they are generally classified based upon the merchant's primary line of business. We reserve the right to determine which purchases qualify for bonus Points.

Transactions made with your Enrolled Credit Card 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 Credit Card Account.

Qualifying transactions include purchases made using your Enrolled Credit Card 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 rewards 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.

Rewards Points expiration: Points accrued in your Enrolled Credit Card Account do not expire, unless we terminate the Program in which case you will have 30 days from the Program termination date to redeem any earned Points. 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 has been selected that reduces your Point balance below the amount required for such reward, 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 Credit Card Account shows signs of fraud, abuse or misuse relating to the Points Program, we may prohibit you from earning additional Points, prevent your redemption of Points, remove your accrued Points, and we may terminate your participation in the Program immediately.

Rewards Points redemption - Service Center: In order to earn or redeem Points, the Enrolled Credit Card Account must be in good standing. In order for the Enrolled Credit Card 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 using its sole discretion. If your Enrolled Credit Card 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 Credit Card Account is used. Points will be forfeited and enrollment terminated if any Enrolled Credit Card Account is charged-off.

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

Rewards Points may be redeemed by calling the Rewards Service Center at 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 MyOCCU.org.

Any holder of an Enrolled Credit Card 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 Points. 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. Allow at least four to six weeks for the redemption of any reward. 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 Credit Card Account. Delivery of rewards may not



be made outside the U.S. or to a post office box. The Accountholder 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 Credit Card 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 Credit Card 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 Accountholder 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 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. Neither OCCU nor 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 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, statement credit, cruise travel, car rental certificates, hotel certificates, gift certificates, gift cards tours and attractions, car rentals, hotel reservations, 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 MyOCCU.org. 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, hotel reservations, or car rentals. 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.