

Business Rewards Credit Card

TERMS AND CONDITIONS

Rev 08/2023

I. Description of the Program

- a) The rewards program ("Program") is a service provided by Mountain America Credit Union ("Sponsor") and managed by ampliFI Loyalty Solutions, LLC ("Administrator").
- b) Participation in the Program is exclusive to those who have a current credit card issued by the Sponsor ("Rewards Card"). These individuals are defined as ("Cardholders" or "you").
- c) The Sponsor reserves the right to disqualify any Cardholder from participation in the Program and invalidate all Points for abuse, fraud, or any violation of the Program terms and conditions. The Sponsor may make such a determination in its sole discretion.
- d) Rewards will be based on purchases and calculated as points ("Points") and credited to the Cardholder(s)'s account with Sponsor.
- e) The Program is void where prohibited by federal, state, or local law.
- f) The Sponsor and the Administrator are not responsible for typographical errors and/or omissions in any Program document.
- g) The Sponsor and the Administrator reserve the right to change the terms and conditions as well as the Points required for a reward within the rewards Program. At the Sponsor's option, redemption of Points may be restricted, limited, expired or canceled at any time without prior notice.
- h) Eligibility in the Program is restricted to individuals who have a statement address within the 50 United States, the District of Columbia or any U.S. Possession or Territory.
- i) The Administrator's Privacy Policy is available at the Program's website amplifiloyalty.com.
- j) The Sponsor and the Administrator, and their respective directors, officers, and employees, make no representations or warranties, either express or implied, including those of merchantability or fitness for a particular purpose, in connection with the Program. Each Cardholder participating in the Program agrees to indemnify and hold harmless the Sponsor and the Administrator, and their respective directors, officers, and employees, from and against any loss, damage, liability, cost, or expense of any kind (including reasonable attorneys' fees) arising from the Cardholder's use of the Program, any fraud or misuse of the Program, a violation of these Terms and Conditions or applicable law or the rights of any third-party.



II. Earning Points

- a) Cardholders will earn Points for qualified transactions made at participating merchants using their Rewards Card ("Qualifying Transactions").
- b) Points will be accumulated at the rate of:
 - i. One and a half (1.5) points per every one (1) dollars of each Qualifying Transaction using Cardholder's enrolled credit card (BIN: 439857).
 - Business credit (BIN 439857): All members will earn an additional 0.5 bonus point per \$1 spent for spend at gas stations (Merchant Category Codes: 5541 and 5542) up to \$20,000 in total spend (up to 10,000 bonus points CAP per calendar year).
 - Business credit (BIN 439857): If prior year annual spend OR current year annual spend is \$250,000 or more, members will earn an additional 0.5 bonus point per \$1 spent.
 - iv. Points accumulated for other banking relationships, products or services are determined at the sole discretion of the Sponsor.
- c) Point earnings are based on the net retail purchase transaction volume (i.e., purchases less credits, returns and adjustments) charged to the Rewards Card during each day by the Cardholder. Net purchases are rounded to the nearest dollar and are subject to verification. If a transaction is subject to a billing dispute, the Point value of the transaction may be deducted from the Point total during the dispute period. If the transaction is reinstated, Points will be reinstated.
- d) In the event of fraud, abuse of program privileges or violation of the Program rules (including any attempt to sell, exchange or transfer Points or the instrument exchangeable for Points), the Sponsor reserves the right to cancel the cardholder's membership in the Program.
- e) If more than one credit card has been issued for the same account, the Points earned from each card will automatically be pooled together into one available Point balance.
- f) Points may not be combined with any other loyalty/frequency reward program that is not managed by the Sponsor.
- g) The Sponsor reserves the right to award bonus Points to selected cardholders for any activity or condition it decides.
- h) Points are not the property of the Cardholder, and cannot be bought, sold or transferred in any way (including upon death or as part of a domestic relations matter).
- i) Points are tracked and redeemable on a first-in, first-out basis. Points will expire on the last day of the month, three (3) years after the date of issuance.
- j) Administrator and Sponsor reserve the right to adjust Points where necessary to correct any errors or omissions in processing or posting to your account.
- k) The Sponsor and the Administrator shall have no liability for disagreements between Cardholders regarding Points. The Sponsor's decisions regarding Point discrepancies shall be final.



III. Redeeming Points

- a) To redeem Points, follow the instructions below, visit the Program website or call the customer service department. All contact information is listed at the bottom of these Terms and Conditions.
- b) To be eligible to redeem Points, the Cardholder's account(s) must be open (meaning not voluntarily closed, canceled or terminated for any reason) and the Rewards Card cannot have any other status preventing authorizations.
- c) Points are deducted from the Cardholder's Point balance as soon as they are redeemed. Redemptions are final and may not be canceled or refunded. Administrator and Sponsor reserve the right to adjust Points where necessary to correct any errors or omissions in processing.
- d) Points must be redeemed by the Cardholder, but can be used to provide a reward for another person of the Cardholder's choice.
- e) The Cardholder agrees to release the Sponsor and Administrator, and their vendors, successors, assigns, and agents from all liability for any injury, accident, loss, claim, expense or damages sustained by the Cardholder, associated with a reward or use of rewards while participating in this Program and in the case of a travel reward, anyone traveling with or without the Cardholder, in connection with the receipt, ownership, or use of any reward. The Administrator and the Sponsor shall not be liable for consequential damages, and the sole extent of liability, if at all, shall not exceed the actual value of the reward.
- f) The Cardholder is responsible for determining any tax liability arising from participation in the program. Consult a tax advisor concerning tax consequences.
- g) Participating merchants and third-party service providers are responsible for the quality and performance of any products or services they provide. The Sponsor and the Administrator are not responsible in any way for the products or services provided by participating merchants and third-party service providers.

IV. Rewards

a) Gift cards/certificates

- i. Points may be redeemed for physical gift cards/certificates from select merchants. Most physical gift cards and certificates are delivered within two to three (2-3) weeks, to the address specified on the order file with the Administrator, as long as it is within the United States and its territories. Delivery times may increase during peak holiday periods. Please check the ship to address on your order before submitting. Once placed, we cannot cancel or modify your order.
- ii. Physical gift cards/certificates cannot be returned and are not redeemable for cash or credit.
- iii. All other sales and/or use taxes including shipping and handling charges of items purchased using a gift card or certificate are the responsibility of the Cardholder and are subject to the merchants' policies in effect at the time of redemption. Purchases in excess of the amount of the gift cards are at the Cardholder's expense.



- iv. Gift cards and certificates may also be subject to other restrictions imposed by the merchant. Gift cards and certificates purchased to provide services are subject to the terms and conditions of the vendor providing the services.
- v. Additional terms and conditions may be specified on the gift card or certificate.
- vi. If a merchant declares bankruptcy, the Sponsor and Administrator are not liable for the underlying funds on the gift card or certificate.
- vii. Once the gift card or certificate is redeemed and/or used, the gift card or certificate is not returnable, exchangeable or replaceable.
- viii. Each merchant sets a policy in regard to lost or stolen gift cards or gift certificates. If a gift card or certificate is lost or stolen, the Cardholder should report the occurrence to the Administrator immediately. The Administrator reserves the right to decline to replace lost or stolen gift cards or certificates.
- ix. If gift cards or certificates have been ordered and not received by the Cardholder, the Cardholder must notify the Administrator using the customer service number provided by the Administrator. The Cardholder must notify the Administrator no earlier than thirty (30) days after the expected receipt date and no later than sixty (60) days from the expected ship date. Upon receipt of such notification, the Administrator will investigate. The Administrator with its sole discretion may replace any nonreceived shipment, in which a full balance remains on a gift card or gift certificate.
- x. The Administrator is not responsible if a recipient or Cardholder defaces, damages or otherwise renders unsuitable for redemption a gift card or certificate that was received from this reward site.

b) eGift Cards/gift codes

- i. Points may be redeemed for eGift Cards/gift codes from select merchants. Delivery times may increase during peak holiday periods. Once placed, we cannot cancel or modify your order.
- ii. eGift Cards/Gift codes cannot be returned and are not redeemable for cash or credit.
- iii. Protect your eGift Cards/gift codes like cash, they are active and can be used immediately by anyone with access to your code. Lost or stolen eGift Cards/Gift Codes will not be replaced, including codes sent to an incorrect email address. Please confirm the email address for your order before placing.
- iv. At check out, you will need to supply your email address. To ensure delivery of your eGiftCard confirmation email, please take a moment to add <u>noreply@vcdelivery.com</u> and <u>gc@vcdelivery.com</u> to your Address Book or Safe List. You will receive an email containing a link to your eGiftCard within 72 hours. The email will come with instructions on how to access your eGiftCard and how to redeem at the participating retailer or partner.
- v. All other sales and/or use taxes including shipping and handling charges of items purchased using an eGift card or code are the responsibility of the Cardholder and are subject to the merchants' policies in effect at the time of redemption. Purchases in excess of the amount of the eGift cards are at the Cardholder's expense.

- vi. eGift cards and codes may also be subject to other restrictions imposed by the merchant. eGift cards and codes purchased to provide services are subject to the terms and conditions of the vendor providing the services.
- vii. Additional terms and conditions may be specified on the eGift card or certificate.
- viii. If a merchant declares bankruptcy, the Sponsor and Administrator are not liable for the underlying funds on the gift card or code.
- ix. Once the eGift card or code is redeemed and/or used, the eGift card or code is not returnable, exchangeable or replaceable.
- x. Each merchant sets a policy in regard to lost or stolen eGift cards or codes. If an eGift card or code is lost or stolen, the Cardholder should report the occurrence to the Administrator immediately. The Administrator reserves the right to decline to replace lost or stolen eGift cards or codes.
- i. If eGift cards or codes have been ordered and not received by the Cardholder, the Cardholder must notify the Administrator using the customer service number provided by the Administrator. The Cardholder must notify the Administrator no earlier than thirty (30) days after the expected receipt date and no later than sixty (60) days from the expected ship date. Upon receipt of such notification, the Administrator will investigate. The Administrator with its sole discretion may replace any non-received shipment, in which a full balance remains on an eGift card or code.
- ii. The Administrator is not responsible if a recipient or Cardholder defaces, damages or otherwise renders unsuitable for redemption an eGift card or code that was received from this reward site.

c) Cash back rewards

- i. The cash back reward(s) will appear as a deposit to the Cardholder's designated savings account.
- ii. Cash back rewards may be redeemed at a minimum of \$25 per redemption order.
- iii. Cash back deposits to savings will take three (3) to five (5) business days to appear in the Cardholder's savings account held with the Sponsor.
- iv. Cash back reward(s) cannot be applied toward the payment amount owed on a Cardholder's rewards card.

V. Point Gifting

- a) A Cardholder can initiate gifting of their Points to another cardholder in the same rewards program by accessing the reward program website. To gift Points, the recipient's first name, last name, last six (6) of the card number, billing zip code and email address are required.
- b) Cardholders can enter up to a maximum of 50,000 Points to gift or can opt to gift their entire Point balance if it is less than 50,000 points.
- c) Each point gifting request may take up to three (3) business days to process. Both the Cardholder and receiver will receive an email alerting them of the transaction.
- d) Gifted Points transactions cannot be canceled by the Cardholder.
- e) Gifted Points expire as defined by the Sponsor.

Insured by NCUA

Mountain America Federal Credit Union does business as (dba) Mountain America Credit Union.



VI. Toll-Free Participant Access & Contact Information

- a) For questions, concerns or complaints, please contact the Administrator's customer service center at 866-411-2877. You should expect a response to all inquiries within three (3) business days. Should a voicemail need to be left, the call will be returned the following business day.
 - i. Customer service specialists are available Monday through Friday from 6 a.m. to 11 p.m. ET, Weekends from 6 a.m. to 8 p.m. ET.
 - Travel redemption specialists are available Monday through Friday from
 9 a.m. to 10 p.m. ET, Weekends from 9 a.m. to 5 p.m. ET. After-hours emergency service is available 24/7 for trips within the next 48 hours.
- b) Both centers will be closed on select holidays which will be published each calendar year.
- c) To contact Mountain America Credit Union, call 800-748-4302.
- d) To access the Program's website, visit macu.com and log in to online banking.