

MasterCard Easy Savings® Program - U.S. Small Business Cardholder Terms & Conditions (09-14)

For MasterCard Easy Savings Program Entire Terms & Conditions please visit www.easysavings.com. If you already receive all the automatic rebates in the Program and/or have already registered in the Program, the terms and conditions of this tier of the Program are outlined below:

MasterCard Easy Savings Program - U.S. Small Business Cardholder Terms & Conditions (09-14)

MasterCard International Incorporated (“MasterCard”) is providing these MasterCard Easy Savings Program - U.S. Small Business Cardholder Terms and Conditions (“Terms and Conditions”) with respect to your U.S. MasterCard small business card. Upon receipt or affirmative acceptance of these Terms and Conditions, you hereby accept these Terms and Conditions for the MasterCard Easy Savings Program (the “Program”). You further accept these Terms and Conditions and ratify this acceptance by using, receiving or accepting any benefit of a rebate under the Program. If you do not wish to participate in the Program, please contact your issuing bank immediately.

These Terms and Conditions set forth the terms applicable to your use of the Program. The Program provides you with automatic rebates on eligible purchases from participating merchants in the United States if you use an eligible, enrolled MasterCard small business credit, prepaid or signature debit card. Please read these Terms and Conditions carefully and keep them for your records.

In these Terms and Conditions, the words “you” and “your” mean the person or entity to whom a Card, as defined below, has been issued, and any person or entity that you allow to use a Card, and the words “we”, “us” and “our” mean MasterCard. “Program Web Site” means www.easysavings.com or such other web site as we may establish for the Program.

Participation: If you have been notified by the issuer that issued your MasterCard small business card that your MasterCard small business card has been automatically enrolled in the Program, you may participate in the Program effective as of the date indicated in the notification from the issuer. You may also go to www.easysavings.com and register to receive program updates, and see your and/or your employees’ card rebates at that site. Otherwise, you may enroll in the Program, with an eligible card, on the Program Web Site. The Program is available only to cardholders using eligible, enrolled small business signature debit, prepaid, or credit cards issued by a United States financial institution (“Cards”). You must be enrolled in the Program prior to using a Card at a Merchant, as defined below, or to receive the rebate benefits of the Program. If you access the Program Web Site or use the Program, you also accept the Terms and Conditions as posted on the Program Web Site and as posted at http://www.mastercard.com/easysavings/common/en_US/termsconditions.html, as may be amended from time to time. If you request a user ID to access rebate information on the Program Web Site, we may need to validate your Card in order to ensure that you can receive applicable rebates and as part of this validation an authorization hold of \$1 may appear on your account information. Once the validation is confirmed, usually within 2-7 days, this authorization hold will be removed from your account.

Your Data: You agree to the terms of the Program’s privacy notice as posted at <https://www.mastercard.com/us/business/en/common/privacypolicy.html>, as may be amended from time to time. You acknowledge and agree that your issuing bank and MasterCard may share and use data regarding you, your personnel and such Card usage with each other and with third parties, such as Merchants and service providers, to operate the Program and for internal operational purposes, including, but not limited to, sending you and your personnel e-mails regarding the Program.

Merchant Offers: Merchants that are participating in the Program (“Merchant(s)”) may provide offers for rebates on purchases of goods or services (“Offers”) at participating Merchant locations for Cards. The amount of any rebate and other terms and conditions applicable to a rebate will be determined by the Merchant, and

are subject to change at any time and without notice. Please refer to any disclosures provided by your issuing bank and the Program Web Site for any details on any Offer terms and conditions. Offers may be redeemed only at participating Merchant locations. See the Program Web Site for the latest information on available Offers. Certain issuers may restrict your access to: (i) or the ability to make purchases from, certain Merchants; (ii) certain Offers; or (iii) certain elements of the Program for other purposes. Please refer to the Offer details provided by your issuing bank, the Program Web Site, and/or the Offer details below for the latest information on available offers.

Offer Acceptance: When you purchase goods or services using a Card from a participating Merchant, you will receive a rebate on your purchase, subject to any terms and conditions of the Offer and provided that the purchase transaction: (a) originated in the United States, (b) is authorized, settled and cleared through the MasterCard Global Clearance and Processing System, and (c) is not a PIN-based transaction. The rebate will not appear on your receipt at the point of sale. The form of the rebate may be a credit to your Card account or the rebate may be in another form, as determined by the Issuer. If a rebate is credited to your Card account, please note that it might not appear on the same statement as the related purchase. There may be a delay of up to one statement cycle in crediting a rebate. Please note that rebates will be based on the standard currency related to your MasterCard small business card.

Reversals: All or a portion of a rebate may be reversed in certain circumstances, including without limitation, upon a return, dispute, adjustment or fraudulent card activity.

Disclaimer of Liability: Our role under the Program is limited to processing information regarding Offers on behalf of Merchants and the issuing banks. We are not responsible for any Offers or rebates, your ability to use Offers or rebates, the crediting of any rebates to your Card account, reversals of Offers or rebates, accuracy or completeness of information about Offers or rebates, or any acts or omissions of the issuing banks or Merchants. We provide the Program on an "AS IS" basis, and we disclaim any and all warranties, including without limitation, any warranties of merchantability or fitness for a particular purpose, except as required by applicable law. We are not liable to you for any damages that you suffer in connection with your participation in the Program, unless the damage results directly from our failure to perform the express obligations under these Terms and Conditions. We and our affiliates, our respective directors, officers, employees, agents and successors and assigns, are not responsible, and shall not be liable for, any direct, indirect, special, incidental or consequential damages (including lost profits). Without limiting the foregoing, we are not responsible for any Card account fees or penalties that you incur on your Card, including fees and penalties that may result from rebate reversals. Any tax liability resulting from your participation in the Program shall be your sole responsibility, and not our responsibility or the responsibility of any Merchant or the issuing bank. Merchants or the issuing bank may report information regarding the Program and your participation in it to tax authorities. Merchants and the issuing bank may not vary these Terms and Conditions as applied to the relationship between you and us and may not make any commitments that are binding on us.

Program Information: By enrolling or being enrolled in the Program, you agree to receive Program information via e-mail and to advise us of any change in your e-mail address by providing updated information via the Program Web Site. Please note that we will use information regarding purchase transactions initiated with your enrolled Card(s) to provide you with reports via the Program Web Site as well as for other purposes as determined by MasterCard.

Termination: You may terminate your participation in the Program at any time by notifying your issuing bank. There may be a delay of up to 30 days in effecting such termination, and reversals or adjustments of rebates may continue after termination, as determined in our discretion. We or your issuing bank may terminate your participation in the Program at any time, without notice unless required by law. We reserve the right to add or terminate any participating Merchant or any Offer without notice. Any terms, which by their nature should survive the termination of these Terms and Conditions, shall survive.

Change of Terms: We can add to, delete from, or change (each, a “change”) the terms of these Terms and Conditions and/or the Program at any time. We will notify you of changes by posting the revised Terms and Conditions on the Program Web Site.

Questions Regarding the Program: You should direct any questions related to the Program, Offers, any Program restrictions or rebates to your issuing bank.

Disputes: Any disputes regarding Offers or rebates, or your ability to participate or receive them, may be determined by us, by your issuing bank or Merchants. That resolution will be final and binding on you.

Additional Terms: Your issuing bank and Merchants may impose additional terms on your participation in the Program. These Terms and Conditions are in addition to, and do not amend or replace, your card agreement with your issuing bank.

Miscellaneous: These Terms and Conditions will be governed by the laws of New York State, without regard to conflict of law principles. Any dispute arising out of or in connection with the interpretation or performance of these Terms and Conditions, that is not settled in accordance with the section of these Terms and Conditions entitled “Disputes”, shall be finally settled by the Courts located in the City and State of New York, which shall have exclusive jurisdiction. YOU AND WE HEREBY WAIVE ANY RIGHT TO A JURY TRIAL. You may not assign your rights under these Terms and Conditions. We may assign our rights and obligations at any time. The invalidity of any provision of these Terms and Conditions will not affect the validity of the remaining portions. Any waiver by us of our rights under these Terms and Conditions is binding only if in writing and signed by us. The use of your issuing bank and merchant names and logos in the Program is by permission only.

MasterCard Easy Savings Program - Participating Merchants Offer Details Restrictions, conditions and limitations apply. Visit the merchant detail pages for more information.

For MasterCard Easy Savings Program Terms & Conditions For Fuel, Maintenance, MasterCard Easy Savings Hotel Network Rebates Only, please visit www.easysavings.com.

You may have received an automatic rebate from Fuelman Network or Maintenance location or from MasterCard Easy Savings Hotel Network® or from a participating Restaurant simply because you used your eligible MasterCard small business card at one of these participating locations. If you are receiving such rebates, but have not fully registered in the Program, the financial institution that issues your card has asked that MasterCard make your card eligible for this rebate. The terms and conditions of this tier of the Program are outlined below. If you would like to receive all the automatic rebates in the program, simply click the “Get More” button on the home page and sign up. There is no fee to register in the program.

MasterCard Easy Savings Program – Participating Merchant Offer Details

Fuelman Network: Receive 1% rebate on gas purchases up to \$100 per transaction at participating Fuelman Network gas stations. Offer valid on all purchases made at participating locations when paid with a Card enrolled in the program. PIN-based debit transactions are not eligible. Participating locations subject to change without notice. Not all locations displaying Fuelman signage may be participating in the program. For a current list of participating locations, please use the MasterCard Easy Savings Merchant locator.

MasterCard Easy Savings Hotel Network: The rebate applies to all charges on your hotel folio, including room, tax and incidentals. The rebate may not apply to amounts charged directly elsewhere in the hotel, such as restaurant and gift shop charges. Offer valid on all purchases made at participating U.S. hotels appearing on the hotel bill and paid for with an eligible card enrolled in the program. Rebates are calculated on the first \$500 of each purchase transaction appearing on the hotel bill. For a list of participating U.S. hotels, please use the MasterCard Easy Savings Merchant locator.

Restaurants: Offer valid on all purchases made at participating restaurants, including taxes and gratuities, when paid with an eligible card enrolled in the program. Offer is not combinable with any other discount, rebate coupon or offer.

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If you do not wish to participate in the MasterCard Easy Savings Program, please contact VeraBank by mail at P.O. Box 1009, Henderson, TX 75653-1009, by telephone 877-566-2621, or <https://www.verabank.com>.

VeraBank – Terms and Conditions

MasterCard Easy Savings® Program. You are automatically enrolled in the MasterCard Easy Savings® Program. If you decide you wish to not participate in the MasterCard Easy Savings® Program, you must contact VeraBank by mail at P.O. Box 1009, Henderson, TX 75653-1009, by telephone 877-566-2621, or <https://www.verabank.com>, otherwise you acknowledge and agree to the following terms and conditions of service. These terms and conditions are in conjunction with and are supplement to all MasterCard Easy Savings® Program terms and conditions listed at www.easysavings.com.

In these Terms and Conditions, the words “you” and “your” mean the person or entity to whom a Card has been issued and any person or entity that you allow to use a Card, and the words “we”, “us” and “our” mean VeraBank.

Rebates. You will earn rebates for your participation in the MasterCard Easy Savings® Program based on purchases with participating merchants. If you participate in the MasterCard Easy Savings® Program, we will credit all rebates earned to your card account.

MasterCard Easy Savings® Program Card. You must use the business debit card associated with the MasterCard Easy Savings® Program in order to receive the rebates which qualify for the rebates. Rebates will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your Internet browser, the merchant’s web site or our system. Please contact our support team if you believe you have made a qualifying purchase for which you did not receive rebates.

Please note that you will not earn rebates as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

You understand and agree that we make no warranties and have no liability as to:

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the MasterCard Easy Savings® Program.
- The rebate information that we provide to you, which is provided “as is” and “as available”.
- (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or Internet service providers, acts of God, strikes, or other labor problems.
- Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.