

**MY REWARDS™ PREMIUM CARD PROGRAM
TERMS & CONDITIONS**

NOTICE REGARDING ARBITRATION, JURY TRIALS, AND CLASS ACTIONS
PLEASE NOTE: THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

Contact Us:
If you have questions regarding anything contained in these Terms, or you would like to order a paper hard copy of these Terms, please contact us at 855-898-8395.

These are the Terms and Conditions for the MY REWARDS™ PREMIUM CARD PROGRAM (the “**Terms**”). The terms utilized in this document shall have the definitions accorded them in Section I below, excepting those terms that are not defined in Section I below which shall have their normal and customary meaning unless otherwise indicated or otherwise defined herein.

I. DEFINITIONS.

“**Program**” means the MY REWARDS™ PREMIUM CARD PROGRAM as a whole and without regard to any particular Program level.

“**Terms**” means the full contents of this document, including without limitation the terms, provisions, clauses, obligations, rights and remedies applicable to or enforceable against My Rewards, LLC or any participant in the Program, or those terms, conditions, provisions, obligations, rights or remedies contained in this document and applicable to or enforceable against any third-party provider.

“**My Rewards™**”, “**we**”, “**us**”, or “**our**”, as the context may require, means My Rewards, LLC, its parent, affiliate or subsidiary companies, its officers, directors, employees, agents, successors, and/or assigns, including without limitation our affiliate retailers and/or merchants, and each of the third party benefit providers that may provide benefits per the terms and conditions stated herein.

“**Participant**”, “**you**”, or “**your**”, as the context may require, means any and all Program participants enrolled in any level of the Program, their agents, successors, and/or assigns.

“**Financial Institution**” means Legend Bank, N.A.

“**My Rewards™ App**” means that mobile device application made available by My Rewards™ for download and use in association with the Program from the Apple® App Store®, Google Play and/or the Amazon Appstore, as may be appropriate in the context of your particular mobile device.

“**Service Agreements**” means, collectively and in conjunction, these Terms, any Financial Institution membership and/or account agreements, the Financial Institution Account Opening Documentation, the My Rewards™ App End User License Agreement, the Program App Terms of Service, The Program App Privacy Policy, the terms and conditions and privacy policies associated with the Program website found at URL: www.legendbankrewards.com/home/term.

“**Account**” means any one or more Program eligible checking account(s) you have with the Financial Institution.

“**Personally Identifiable Information**” means the address, telephone number, and other identifying information of a Program participant as recorded in the Financial Institution Account records. You confirm that such checking account information is accurate, and you promise to keep it so.

“**Program Debit Card**” means any Program eligible debit card belonging to a Participant that is presently Enrolled in the Program and associated with an Account and being specifically associated with, as

indicated by indicia on the debit card, the Gold Program or the Platinum Program.

“**Gold Program**” means that Program level associated with and reflected by the issuance of a Program eligible GOLD DEBIT CARD to a Program participant.

“**Platinum Program**” means that Program level associated with and reflected by the issuance of a Program eligible PLATINUM DEBIT CARD to a Program participant.

“**Enrollment**” or “**Enrolled**”, as the context may require, means a Participant that has (i) submitted a Program enrollment application and automated clearing house (ACH) authorization to us via direct mail, internet-provided enrollment application, in-person at a Financial Institution physical office or location under the supervision and assistance of an authorized Financial Institution representative, or via properly authenticated telephonic submission and authorization via our customer service center; and (ii) whose enrollment application and ACH authorization have been accepted and approved by us; (iii) who is current in the payment of all fees and expenses necessary to continue participation in the Program; and (iv) who has not cancelled, and has not had cancelled by us, the enrollment and authority effected by the enrollment application and ACH authorization.

“**Enrollment Date**” means the earliest date on which a Participant is Enrolled or has achieved Enrollment.

“**First Card Fee**” means those charges established and differentiated based upon whether the Participant is a Gold Program or Platinum Program level Participant, said charges being expressly identified as “First Card Fee” in Table 2.2 below.

“**Added Card Fee**” means those charges established and differentiated based upon whether the Participant is a Gold Program or Platinum Program level Participant, said charges being expressly identified as “Added Card Fee” in Table 2.2 below.

“**Total Program Fee**” means all combined First Card Fee(s) and Added Card Fee(s) associated with an Account and payable on a monthly basis by a Participant to participate in any particular level of the Program.

“**Benefit**” or “**Benefits**” shall refer to those perks, programs and services itemized in Table 2.1, as they may be modified from time-to-time in our sole discretion, and provided to Participants by virtue of the Participants’ enrollment in the Program at either the Gold Program or Platinum Program level.

“**Business Day**” means any calendar day other than a Saturday, Sunday, or a Federal holiday in the United States.

“**Fee Commencement Date**” means the date on which a Participant’s initial Total Program Fee is debited from the Participant’s Program eligible checking account.

“**Monthly Fee Day**” means the day in each month that corresponds with the day on which the Fee Commencement Date falls, or the next available Business Day.

“**Rewards Program Website**” means that website and platform presently existing and supporting a Points and/or Rewards program maintained and administered by Legend Bank, N.A. and being accessible at URL www.legendbankrewards.com.

“**Rewards Program Terms & Conditions**” means that document that can be viewed at www.legendbankrewards.com/home/term or that can be obtained via written request sent to PO Box 2600, Wilmington, NC 28402, and the Rewards Program Terms & Conditions are hereby incorporated by reference into these Terms.

“**Point**” or “**Points**” shall have the same definition as set forth in the Rewards Program Terms & Conditions.

“**Reward**” or “**Rewards**” shall have the same definition as set forth in the Rewards Program Terms & Conditions.

“**Third Party Benefit Provider**” or “**Third Party Benefit Providers**” means, as the context may require, any one or more of the third-party vendors, merchants and service providers that provide to Participants any one or more of the Benefits offered via the Program, specifically

including any cash-back benefits in the case of the third-party merchants.

“**Roadside Protect**” or “**Roadside Assistance Administrator**” shall exclusively refer to third-party benefit provider Roadside Protect, Inc. who, in association with Signature’s Nationwide Auto Club, Inc., administers the Roadside Assistance Benefit of the Program, if any such Benefit should exist.

“**Roadside Contractor**” means any service, service facility, or contractor that is dispatched by the Roadside Assistance Administrator, or dispatched by other means in accordance with these Terms, for the purpose of facilitating the Roadside Assistance Benefit of the Program, if any such Benefit should exist.

“**Price Protection**” shall refer to that benefit program identified below in Section VI and providing for reimbursement for purchase prices in accordance with the terms outlined below in Section VI.

“**Mobile Device Protection**” shall refer to that benefit program identified below in Section VII and providing for reimbursement for damage or theft of eligible cellular wireless telephones in accordance with the terms outlined below in Section VII.

“**Extended Manufacturer’s Warranty**” or “**Extended Service Protection**” shall refer to that benefit program identified below in Section V and providing for the duplication of the terms, conditions and limitations of the U.S. Manufacturer Warranty and any Purchased Warranty in accordance with the terms of that insurance policy outlined below in Section V.

“**Accountholder**” or “**Accountholders**” means any individual who is an authorized signer on a Program eligible checking account as identified by Financial Institution. There may be one or more Accountholders for any single Account.

“**AXA**” means AXA Assistance USA, Inc., benefit provider for the Medical Evacuation & Travel Assistance Services benefit.

II. ABOUT THE PROGRAM. Depending on the Program level in which a cardholder enrolls, the Program provides you with access to several Benefits, which may (but not necessarily will) include the following:

Table 2.1
• Medical Evacuation & Travel Assistance Services • Mobile Device Protection • VIP customer service • Extended Manufacturer’s Warranty • Bonus Points awarded for card use • Vacation packages • Cash back for purchases using the card • Emergency roadside assistance • Expedited card replacement • Price Protection • Coupons and local deals • Prescription Savings • Free app for iPhone, iPad or Android • Other exclusive Rewards

Benefits provided, particularly those provided by a Third Party Benefit Provider, may not be available to you immediately upon your Program Enrollment, however, all Benefits, subject to the individual Benefit eligibility criteria set forth in Sections III through XI of these Terms, will be available to you within three (3) business days of your Program Enrollment, if not sooner.

By your payment of your monthly Total Program Fee and your use of the Program Debit Card, you ratify and accept the terms, provisions, and conditions of the Service Agreements, and these Terms, in particular, by action, and you expressly agree to be bound by the terms, provisions, obligations, liabilities, rights, and conditions contained in the Service Agreements and, particularly, these Terms, as the same may be revised from time to time.

1. Program Terms Subject to Change. We may add to, remove and/or reduce, terminate, or modify the Program, the Benefits, the Service

Agreements, and/or these Terms at any time in our sole discretion and without notice to you, though changes made shall be applicable only from the “**Last Revised and Effective Date**” indicated at the outset of these Terms and thereafter. We may also end your participation in the Program at any time in our sole reasonable discretion in order to protect you, us, or Financial Institution from harm or compromise of integrity, security, reputation, or operation. The latest version of these

Terms may be accessed at www.legendbankrewards.com/cardterms or by writing to: PO Box 2600, Wilmington, NC 28402. You are responsible for making sure you have the most current version of these Terms at any time. These Terms may be amended only by us as provided above, and not through any course of dealing or oral communications. Our acceptance, debit, or deposit of any payment made by you to us or notation on any document sent by you to us does not constitute an amendment of these Terms by us.

In terms of Points and Rewards that may be issued and/or redeemed in association with the Program and/or your use of a Program Debit Card, you may only use Points for Rewards that are currently available. Certain Rewards may only be available for specific time periods. Fulfillment of Rewards, and participation in the Rewards program itself, is subject to the terms and conditions of the Rewards program that may be found at a Terms and Conditions hyperlink found at the bottom of the Rewards Program Website.

Some of our Rewards may have additional terms and conditions specific to the particular Reward, including those from Third Party Benefit Providers. The detailed terms and conditions for a specific Reward are also available at a Terms and Conditions hyperlink found at the bottom of the Rewards Program Website or by written request sent to PO Box 2600, Wilmington, NC 28402. When you use or redeem Points to receive Rewards, you release us and all of our affiliates from any and all liability for your use of Points, for your use of the Rewards, and for your participation in the Program. None of the group comprising us, Financial Institution, or the Third Party Benefit Providers is responsible for replacing lost, stolen or damaged Points vouchers, certificates, tickets or gift cards and we may refuse your request or attempt to use or redeem Points if your Account is not in good standing.

2. Eligibility Requirements. In order to be and remain an eligible Program participant, you minimally must (i) be at least 18 years of age, (ii) maintain an Account in good standing at Financial Institution, (iii) be issued a Program Debit Card in association with the aforementioned Account, (iv) have Enrolled in the Program, and (v) be current in the payment of all Program fees and charges assessed to participate in the Program.

In the event that your Account associated with your Program Debit Card is closed or “frozen” for any reason, we reserve the right to immediately discontinue the provision of any or all of the Program Benefits to you and immediately terminate your Program Enrollment. On the closing of your Account and opening of a new Account, we may require that you complete another registration to become Enrolled in the Program providing your new Account information.

Your Total Program Fee will be dependent upon the Program Level that you select at the time of Enrollment, with the selected Program Level being subject to the First Card Fee and Added Card Fee as indicated in Table 2.2 below. If your particular debit card is not identified in the table below, your current debit card is not a Program Debit Card and you should consult an authorized Financial Institution representative to discuss Program Enrollment and how to obtain a Program Debit Card.

Table 2.2 – Monthly Program Fees		
Card Level	First Card Fee	Added Card Fee
Gold	\$9.95	\$9.95
Platinum	\$14.95	\$14.95

Any Program eligible Accountholder on your Account may be enrolled and issued a Program Debit Card at the Accountholder’s direct

request. Your Total Program Fee is calculated by adding the appropriate First Card Fee to the Total Added Card Fee, the Total Added Card Fee being determined by multiplying the applicable Added Card Fee stated in the table above by the number of Additional Cardholders that you have enrolled on the Account. Except as expressly prohibited by the federal Electronic Fund Transfer Act (15 U.S.C. 1693 et seq.), the applicable First Card Fees and Added Card Fees may be increased or decreased by us at any time in our sole discretion by revision of these Terms. All fees are non-refundable.

Unless you have Enrolled in the Program utilizing a promotion code, your initial Total Program Fee will be billed to and automatically debited from your Account on the next chronological ACH Debit Day (as defined in this paragraph) following a fourteen (14) day period from our receipt of your Enrollment, unless such date should fall on a weekend or federal banking holiday, in which case your Initial Debit will occur on the next business day. **"ACH Debit Day"** means the 1st, 8th, 15th or 23rd of any given month. The ACH Debit Day to which the debit of your initial Total Program Fee coincides shall be known as your **"Monthly Debit Day"** and all debits subsequent to the debit of your initial Total Program Fee will occur monthly on your Monthly Debit Day, or the next available Business Day. If you have Enrolled in the Program utilizing a promotion code, your initial Total Program Fee will be billed to and automatically debited from your Account on the next chronological ACH Debit Day, or the next available Business Day after such ACH Debit Day, following any promotional or "free trial" period that may be specified in the promotion associated with the promotion code. In addition to the Total Program Fee, we may make a one-time debit of your Account of \$25.00 for each scheduled Total Program Fee payment that is returned unpaid due to insufficient or uncollected funds (an "NSF payment"), and we may re-initiate a Total Program Fee payment returned as an NSF payment on a date that is not your ACH Debit Day nor your Monthly Debit Day.

To view and access the current Program Rewards and to redeem Points for currently available Program Rewards, you must have and maintain an operational email account able to receive notices and correspondence relating to the Program.

An Enrollment remains active until a Participant cancels the Enrollment (i) online at the following website address: www.legendbankrewards.com/cancel, (ii) by telephone at 855-898-8395 or (iii) by written notice sent to PO Box 2600, Wilmington, NC 28402. These are the only effective methods whereby a Participant may cancel an enrollment. Cancellation of an Enrollment requires three (3) Business Days' notice received by us, and scheduled Program debits occurring within three (3) Business Days of our receipt of a cancellation notice may still be debited from a Participant's Account despite the cancellation notice received by us. Program fees debited from a Participant's Account are non-refundable unless otherwise determined by us in our sole discretion.

III. ENHANCED POINTS BENEFIT. By redeeming Points, signing up for an account via the Rewards Program Website at www.legendbankrewards.com, or otherwise using the Program, you agree that you have read and understand and agree to these Terms, the Rewards Program Terms & Conditions, and the Service Agreements, as they may be modified by us from time to time in our sole discretion, and that your use of the www.legendbankrewards.com website and your participation in any associated Rewards Program is subject to these Terms, the Rewards Program Terms & Conditions, and the Service Agreements.

1. Points Generally. Points are not your property. You cannot transfer Points to any other person or Program account. Points may not be transferred voluntarily or involuntarily. Points are void if transferred. Points may not be sold, bartered or exchanged. Additionally, Points cannot be transferred by operation of law, such as by inheritance, in bankruptcy or in connection with a divorce.

2. Using the Program Debit Card. In general, you will earn 1 Point for every 100 dollars for authorized transactions charged for an eligible purchase made with your Program Debit Card. Your ability to earn Points in association with the use of your Program Debit Card is conditioned upon your Enrollment in the Program as explained in these Terms – Points are not earned through this Program for eligible expenditures made in advance of your Enrollment Date. The following transactions are not Program eligible purchases and/or expenditures and you will not earn any Points for these transactions: (a) Purchases made in any manner other than via use of your Program Debit Card; (b) Redemption of Points in exchange for Program Rewards; and (c) Fees and charges associated with the Program, the Benefits, your Program Debit Card or your Account (such as the Total Program Fee, any First or Added Card Fees, etc.). The above itemization of Program ineligible transactions is not exhaustive, but illustrative, and we reserve the right to determine whether a purchase or expenditure is Program eligible on a case-by-case basis and in our sole discretion.

3. Getting Additional Points. The following is effective on or after October 1, 2017:

(a) **Program Gold Debit Card.** Subject to these Terms, for each dollar charged for an eligible transaction using your Program Gold Debit Card, you will earn two times (2X) the normal debit card Rewards Points for ongoing usage of your Program Gold Debit Card.

(b) **Program Platinum Debit Card.** Subject to these Terms, for each dollar charged for an eligible purchase or expenditure using your Program Platinum Debit Card, you will earn three times (3X) the normal debit card Rewards Points for ongoing usage of your Program Platinum Debit Card.

(c) **Limitations and Calculation of Points Earned.** This applies to the points-per-dollar spent ratio in the Financial Institution Rewards program. It does not apply to special offers, such as "Use your debit card 5 times next month and earn 100 points", or other methods whereby you may accrue Rewards Points other than via points-per-dollar spent use of your Program Debit Card. Eligible transactions are purchases for goods and services minus returns and other credits.

(d) **Cash Back and Bonus Points.** You are automatically eligible to receive cash back ("**Cash Back**") and bonus points ("**Bonus Points**") for online purchases made through the Rewards Program Website. A Rewards account at this website will need to be created for you if you do not already have one. All purchases must be made by clicking on the specific merchant after logging into the Rewards Program Website for you to earn Cash Back and/or Bonus Points ("**Qualifying Transactions**"). Accrual of Cash Back and/or Bonus Points for Qualifying Transactions vary in the sole discretion of the participating merchants (i.e., every merchant will not necessarily allow accrual of Cash Back and/or Bonus Points at the same rate for Qualifying Transactions). To determine the allocation between Cash Back and Bonus Points applicable to you specifically, you must log into the Rewards Program Website and select whether you want to earn 100% Cash Back, 100% Bonus Points, or some combination of Cash Back and Bonus Points (i.e., 25% Cash Back/75% Bonus Points, 50% Cash Back/50% Bonus Points, or 75% Cash Back/25% Bonus Points). If you do not log in to the Rewards Program Website and select your desired allocation of Cash Back versus Bonus Points, you will be defaulted to a 100% Bonus Points allocation.

For questions about Cash Back, Bonus Points or Points, generally, earned on a transaction under this Program, call the number on the back of your Program Debit Card or visit www.legendbankrewards.com/home/term and the Rewards Program Website for more information about Rewards and Points.

4. Returns and Forfeiture of Points. If you return something that you purchased with your Program Debit Card, the statement credit you receive in your Program eligible checking account will cause a corresponding deduction of Points from your Program account. Exchanges of Rewards merchandise obtained by the redemption of

Points will be made upon the following terms and conditions: (a) For products which are damaged upon receipt by the Participant, the Participant may (i) contact member services for the Program for assistance, or (ii) mail the product to the address specified by us on the return form enclosed with the product delivery or specified on this website and enclose a notation indicating the problem with the product. A replacement product will be sent to the participant (the same product, if it is then available) and the postage required for the return will be refunded to the Participant.

(b) For products which are not damaged but for which the Participant desires a replacement, the Participant may exchange the product for any other product that is currently available for the same or a lesser number of Points. In no event will Points will be refunded on an exchange. The Participant may mail the product to the address specified by us on the return form enclosed with the product delivery or specified on this website and must enclose \$3.50 for postage and handling. We will replace the returned product with the requested product (if it is then available). The cost of the return postage will not be refunded to the Participant.

(c) Notwithstanding anything to the contrary, no returns or exchanges will be accepted for any reason after 90 days from the date of the redemption of Points giving rise to the return or exchange.

(e) If the Reward item requested to be sent as a replacement or exchange product is not available, then we reserve the right to substitute another Reward item of equal or greater value (as determined by us). While we strive to maintain adequate inventories of Rewards, due to fluctuations in supply and other market conditions, items are occasionally discontinued or unavailable.

5. Utilization of Points. All Points are evidenced by certificates issued by us which contain a unique certificate number and a specific number of Points. Points are redeemed through the Rewards Program Website, or by submitting a paper order form which may be obtained by calling us at 855-898-8395 and may be submitted via standard mail sent to: My Rewards, LLC, ATTN: Debit Card Point Redemption, PO Box 2600, Wilmington, NC 28402. Points may be redeemed only for Rewards offered by us and available at the time of redemption. POINTS MAY NOT BE REDEEMED FOR CASH, CHECK OR CREDIT. POINTS HAVE NO CASH VALUE. At the time of redemption, Participants may be asked for identification suitable to us in our discretion. Participants are responsible for limiting access to their online account only to persons authorized by them. ALL POINTS EXPIRE ON THE EXPIRATION DATE SET FORTH ON THE CERTIFICATE AND UPON SUCH DATE BECOME VOID. NO REPLACEMENTS WILL BE MADE FOR LOST, STOLEN OR DAMAGED CERTIFICATES. Points will be subtracted from a Participant's account once the Reward is requested and any certificates representing those Points will become void. Once redeemed, a Participant may not cancel the order or substitute another Reward for the one ordered except as otherwise provided in these Terms or the Rewards Program Terms & Conditions.

6. Additional Provisions Relating to Points. If you attempt to use or earn Points in a fraudulent way, we may, without limitation, take away all Points in your Program account, cancel your Program account, or cancel any Program Debit Card belonging to you or an Additional Card Holder enrolled by you. Points issued to you by us may be used at any time within two (2) years from the first day of the month in which the Points are issued, after which time the Points shall expire and may not thereafter be used or redeemed by you for offered Program rewards. We also reserve the right from time to time to increase the number of Points required for certain items and to correct any errors in Rewards Program catalogs or on the Rewards Program Website or the www.legendbankrewards.com/home/term website without notice.

It is your responsibility to find out if you are liable for any federal, state or local taxes as a result of earning or using Points provided to you pursuant to this Program. Participants are responsible for the tax

consequences, if any, of their participation in the Program, and specifically the issuance, use and redemption of Points. We do not make any representations or warranties regarding any tax implications arising from the receipt of Points, the redemption of Points or participation in the Program. If the receipt of Points, the redemption of Points or participation in the Rewards Program results in any income tax or other tax liability to you, all such tax liability will be borne by you. We disclaim all responsibility for any such taxes.

IV. ROADSIDE ASSISTANCE BENEFIT. The Roadside Assistance Benefit of the Program is provided by the Roadside Assistance Administrator, Roadside Protect. Whenever you need roadside assistance for your vehicle, call our toll-free number at 855-898-8395 twenty-four (24) hours a day and request dispatch service and the Roadside Assistance Administrator will arrange to send help to your disabled vehicle from a participating facility or Roadside Contractor. The Roadside Assistance Administrator will make payment to the Roadside Contractor directly for covered dispatch expenses up to your benefit limits.

1. Covered Expenses. All expenses covered under the Roadside Protect Program are capped at an expense limit of One Hundred and NO/100 Dollars (\$100.00) for any single claim and include the following:

(a) **Towing** – When your vehicle is disabled due to mechanical breakdown, the Roadside Assistance Administrator will arrange for a Roadside Contractor to tow it to the nearest service facility of your choice up to the service expense equivalent of \$100. Additional expense will be your responsibility to pay to the towing Roadside Contractor.

(b) **Flat Tire Assistance** – A flat tire will be changed with your spare tire. If, for any reason, the spare is not usable, the lug nuts cannot be removed or the vehicle has two flat tires with one usable spare, towing will be provided in accordance with the towing provisions.

(c) **Fuel Delivery Service** – An emergency supply of fuel of up to three (3) gallons will be delivered if your covered vehicle runs out of fuel. You will be responsible for the cost of fuel.

(d) **Lock Out Service** – If your keys are locked in the vehicle, assistance will be provided to gain entry into the vehicle up to \$100 benefit limit. In the event the keys are lost and a replacement key is required, you will be responsible for the total cost of a new key.

(e) **Jump Start** – Jump start service will be provided to start your vehicle.

(f) **Winching/Extraction** – If your vehicle is stuck in a ditch, mud or snow, but it is accessible from a normally traveled roadway, service will be given to either tow or winch the vehicle. Dispatch coverage for winching is limited to \$100; any expense incurred beyond \$100 will be your responsibility to pay to the Roadside Contractor.

(g) **Travel Planning, Booking and Discounts** – Go to www.roadsideprotect.com and click on the box on the bottom center of the page titled: "Travel Planning, Booking, and Great Hotel Deals!"

2. Coverage Eligibility. One (1) claim limit per membership per year for Gold Program Participants. Three (3) claims limit per membership per year for Platinum Program Participants. Eligible vehicles include all self-propelled vehicles with a gross vehicle weight up to 10,000 lbs. Vehicles must be designed, licensed and used for private, on-road transportation. Service is limited to one tow or service call per disablement. Service is geographically limited to the fifty United States, the District of Columbia, Puerto Rico and Canada. The policy of Roadside Assistance Administrator and the respective Roadside Contractors require that you or another authorized person be with the vehicle in order to receive the service. Please cancel your request for service immediately if it is no longer needed by calling us back utilizing your toll free number for dispatch service. The Roadside Assistance Administrator will not accept responsibility for repairs or the availability, delivery or installation of parts. All parts used and services

provided to you by the Roadside Contractor must be authorized and paid for by you.

3. **Roadside Assistance Reimbursement.** If for any reason the Roadside Assistance Administrator dispatch center cannot provide the benefits listed in this Program, you must obtain an authorization number from the Roadside Assistance Administrator dispatch center to use the service provider of your choice. The Roadside Assistance Administrator will reimburse you up to \$100 or the specific amount listed above in the covered expenses (whichever is less) upon presentation of the original paid service provider receipt. The authorization number is required to be eligible for reimbursement. Your reimbursement request must have the following: (a) Your authorization number and membership ID; (b) A bill from service provider including: (i) The date the service occurred; (ii) Description of services provided; and (iii) The amount charged for the service; and (c) Evidence that member paid the service provider (i.e. copy of check or duplicate check, credit card receipt, statement, etc.). The completed form and documentation should be mailed to:

Roadside Protect, Inc. c/o Auto Road Service
Attn: Reimbursement
P.O. Box 55698, Sherman Oaks, CA 91413
Phone 1-800-993-8473 – Claims Dept.

Roadside Protect, Inc. Home Office – 2800 W. Higgins Rd., Suite 210
Hoffman Estates, IL 60169.

Important: Since all Authorized Roadside Contractors are independent contractors and not agents or employees of the Roadside Assistance Administrator, the Roadside Assistance Administrator can assume no liability for any damage to your vehicle resulting from the rendering of service or for personal items left in the vehicle. Any claims for personal injury or damage to the property of a member must be filed against the Roadside Contractor / servicing facility.

4. **Roadside Assistance Service Limitations.** The Program provides service for most emergency situations but does not include: (a) Service if the operator is not with the disabled vehicle (however if you cannot remain with the vehicle for safety reasons, we will attempt to provide service); (b) Towing or service on roads not regularly maintained including private property; (c) Installation or removal of snow tires and chains nor dismounting, repairing, or rotating tires; (d) Vehicle storage charges, cost of parts and installation, products, materials, impounding, and additional labor related to towing; (e) Service to vehicles with expired safety inspection, license plate, and/or emission sticker where required by law; (f) Service to vehicles that are not in a safe condition to be towed; (g) Service in areas not regularly traveled, such as vacant lots, beaches, open fields or other places that would be hazardous for service; (h) Charging a weak or dead battery; and/or (i) Towing vehicles to a junkyard for disposal.

5. **Special Equipment.** Roadside Coverage provides one normally equipped service vehicle, one driver and one service call per disablement. Any additional personnel or special equipment is at the vehicle operator's expense and is not reimbursable.

V. **EXTENDED SERVICE PROTECTION BENEFIT.** Extended Service Protection will be offered to all Program Participants pursuant to the terms, provisions, and conditions immediately following and included in this Section V.

1. **DEFINITIONS.** Throughout this Section V "**Plan**" refers to this Extended Service Protection provided by American Advantage Association to Member(s). "**You**" and "**Your**" refers to the person(s) who is a Member in good standing with the American Advantage Association membership providing this benefit Plan. Membership must not have expired or been canceled by You or the American Advantage Association. "**We**", "**Us**" and "**Our**" refer to American Advantage Association, the Company providing this benefit to Members. In addition, when in bold certain words and phrases are defined as follows:

"**Member**" refers to an individual and their legal dependents actively enrolled for membership in an American Advantage Association Membership providing this benefit Plan as part of the association membership and considered by the American Advantage Association as a member in good standing.

"**Administrator**" means the party that has been authorized by Us to administer the services and benefits provided under this Plan. You may contact the Administrator if You have questions regarding this coverage or would like to make a claim. The Administrator can be reached by phone at 1-855-955-6469.

"**Breakdown**" means a mechanical failure of an Eligible Product to perform its fundamental operation(s) in normal service.

"**Eligible Product**" or "**Product**" means an item purchased new by a Member in the United States during the Coverage Period with a purchase price less than \$5,000; unless otherwise excluded, where the entire purchase price of the product is paid using the Member's personal checking, credit or debit card, share draft account or cash.

"**Coverage Period**" means the period starting on the Membership Effective Date which continues for the period of time in which the membership is active/valid or until the date this benefit is no longer available to Members.

"**Membership Effective Date**" means the date You enroll as a Member in the American Advantage Association membership program.

2. **EXTENDED SERVICE PROTECTION COVERAGE.** In the event of a Breakdown of an Eligible Product, we will reimburse You for the repair or replacement of the Product. The Breakdown that results in a claim for reimbursement for the repair or replacement must occur during the period of time beginning with the date of expiration of the original equipment manufacturer ("OEM") warranty and continuing up to a maximum of: (a) Six (6) months for all products whose OEM warranty is six (6) months or less; and (b) One (1) year for all products whose OEM warranty is between six (6) months to three (3) years. When applicable, Your Product will be replaced with a replacement product of similar quality and kind, but not necessarily the same brand. This Plan is not a contract of insurance. Our obligations are insured by a contractual liability insurance policy with a licensed insurance company issued to the American Advantage Association.

3. **LIMITS OF LIABILITY.** Reimbursement for each claim is limited to the lesser of the following: (a) Actual repair cost; (b) Actual replacement cost; (c) Original purchase price (as documented by Your purchase receipt for the Eligible Product; or (d) \$1,000. Reimbursement is limited to a total of \$1,000 for all claims submitted by a Member within any consecutive 12-month period.

Where a Breakdown occurs in an article of a pair or set, the Plan will not pay more than the proportionate share of the item(s) to the total purchase price of the Eligible Product. We shall be entitled, in the event of Breakdown, and at Our sole option, to reimburse for the repair, rebuilding, or replacement the Product upon giving notice of Our intention to do so within sixty (60) days after the receipt of satisfactory claim required hereunder. The Member must have authorization from the Administrator before having the Product repaired. Failure to notify the Administrator prior to having the Product repaired may result in denial of the claim. Diagnostic repair, replacement and tear-down cost will be the responsibility of the Member in the event the Breakdown is not covered under the terms of the OEM warranty or the Plan.

4. **EXCLUSIONS.**

(a) THIS PLAN WILL NOT REIMBURSE A MEMBER FOR THE REPAIR OR REPLACEMENT RESULTING FROM A BREAKDOWN WHILE BEING TRANSPORTED BY A PARTY THAT WAS CAUSED BY OR RESULTING FROM ANY OF THE FOLLOWING: (i) ANY LOSS OTHER THAN A BREAKDOWN, AS EXPLICITLY DEFINED, OF THE PRODUCT; (ii) MERCHANDISE NOT ORIGINALLY COVERED BY AN OEM WARRANTY OR FACTORY REFURBISHED WARRANTY; (iii) PRODUCT REPAIRS THAT ARE

COVERED BY THE OEM WARRANTY, FACTORY REFURBISHED REPLACEMENT OF UPGRADED INTERNAL COMPUTER WARRANTY, OR MANUFACTURER'S RECALL; REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS; (iv) PERIODIC CHECKUPS AND/OR PREVENTATIVE MAINTENANCE WHETHER DIRECTED BY THE OEM OR OTHERWISE; (v) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE COVERAGE PERIOD; (vi) CONSUMER-REPLACEABLE ITEMS NORMALLY DESIGNED TO BE PERIODICALLY REPLACED DURING THE LIFE OF THE PRODUCT, INCLUDING BUT NOT LIMITED TO BATTERIES; (vii) DELAY, LOSS OF MARKET, LOSS OF USE, OR ANY OTHER CAUSES OF CONSEQUENTIAL LOSS, INCLUDING BUT NOT LIMITED TO: LOSSES ARISING FROM LOSS OF TIME, IMPROPER INSTALLATION OF COMPONENTS OR INCONVENIENCE, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE ELIGIBLE PRODUCT OR OTHERWISE AWAITING A COVERED REPAIR/REPLACEMENT PURSUANT TO THIS PLAN; (viii) INTENTIONAL OR DISHONEST ACTS BY: YOU, A MEMBER OR ANYONE ELSE WITH AN INTEREST IN THE MEMBER'S PRODUCT; YOUR EMPLOYEES OR AUTHORIZED REPRESENTATIVES; WHETHER OR NOT ACTING ALONE OR IN COLLUSION WITH OTHER PERSONS AND WHETHER OR NOT OCCURRING DURING THE HOURS OF EMPLOYMENT; (ix) WEAR AND TEAR, DEPRECIATION OR OBSOLESCENCE, OR DAMAGE THROUGH NORMAL COURSE OF USE OR CONSUMPTION; (x) DETERIORATION, HIDDEN OR LATENT DEFECT, OR ANY QUALITY ISSUES IN THE ELIGIBLE PRODUCT; (xi) DAMAGE FROM ACCIDENT, ABUSE, MISUSE, MISHANDLING, INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT, FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS, AND EXTERNAL CAUSES INCLUDING THIRD PARTY ACTIONS, FIRE, THEFT, INSECTS, ANIMALS, EXPOSURE TO WEATHER CONDITIONS, WINDSTORM, SAND DIRT, HAIL, EARTHQUAKE, FLOOD, WATER, OR ANY OTHER PERILS OF NATURE; (xii) ANY PRODUCT USED IN A COMMERCIAL SETTING OR RENTAL BASIS; (xiii) A FAILURE THAT OCCUR OUTSIDE OF THE UNITED STATES OF AMERICA, ITS TERRITORIES OR CANADA; (xiv) COSMETIC DAMAGE; SUCH AS SCRATCHES, PEELING, DENTS, ETC. WHICH DO NOT AFFECT THE FUNCTION OF THE PRODUCT AS SPECIFIED BY THE OEM; (xv) REPAIRS AND/OR INSTALLATION OF PARTS NOT PREVIOUSLY AUTHORIZED BY THE ADMINISTRATOR; (xvi) SPECIFIC TO APPLIANCE ELIGIBLE PRODUCTS: (1) A FAILURE RESULTING FROM AS A RESULT OF RUST OR CORROSION ON THE ELIGIBLE PRODUCT OR PART THEREOF; (2) DAMAGE TO CLOTHING; (3) ABNORMAL VARIATION OF ELECTRICITY OR WATER SUPPLY OTHER THAN A POWER SURGE ("POWER SURGE" REFERS TO DAMAGES TO THE PRODUCT RESULTING FROM AN OVERSUPPLY OF VOLTAGE WHILE PROPERLY CONNECTED TO A SURGE PROTECTOR APPROVED BY THE UNDERWRITER'S LABORATORY INC. (UL), BUT NOT INCLUDING DAMAGES RESULTING FROM THE IMPROPER INSTALLATION OR IMPROPER CONNECTION OF THE PRODUCT TO A POWER SOURCE); (4) WATER AND GAS LINES THAT ARE NOT A COMPONENT OF AN ELIGIBLE PRODUCT, INCLUDING BUT NOT LIMITED TO, FLEXIBLE LINES, HOSES AND CONNECTORS; (5) DAMAGE INCURRED WHILE TRANSPORTING THE ELIGIBLE PRODUCT TO OR FROM ANY LOCATION (UNLESS INCURRED WHILE BEING TRANSPORTED BY A PARTY THAT WAS SPECIFICALLY PRIOR AUTHORIZED BY THE ADMINISTRATOR); (6) REIMBURSEMENT FOR FOOD LOSS; (xvii) SPECIFIC TO COMPUTER AND PERIPHERAL ELIGIBLE PRODUCTS: (1) ANY STORAGE MEDIA; (2) IMPROPER INSTALLATION OF COMPONENTS OR PERIPHERALS; (3) REPAIR OR

(b) WE WILL NOT PAY FOR LOSS CAUSED DIRECTLY OR INDIRECTLY BY ANY OF THE FOLLOWING: (i) SEIZURES OR DESTRUCTION OF ANY ELIGIBLE PRODUCT BY ORDER OF GOVERNMENTAL AUTHORITY; (ii) ANY WEAPON EMPLOYING ATOMIC FISSION OR FUSION; (iii) NUCLEAR REACTION OR RADIATION, RADIOACTIVE CONTAMINATION FROM ANY OTHER CAUSE OR WAR (UNDECLARED OR CIVIL) (EXCEPT FOR LOSS OF THE ELIGIBLE PRODUCT DUE TO FIRE); SUCH LOSS IS EXCLUDED REGARDLESS OF ANY OTHER CAUSE OR EVENT THAT CONTRIBUTES TO THE LOSS, WHETHER CONCURRENTLY OR IN ANY OTHER SEQUENCE.

THIS PLAN DOES NOT COVER ANY LOSS OR FAILURE/DAMAGE THAT OCCURRED WHILE THE MEMBER WAS NOT AN ACTIVE MEMBER OF THE AMERICAN ADVANTAGE ASSOCIATION.

5. **HOW TO FILE A CLAIM.** Call the Administrator c/o My Rewards, LLC at 855-898-8395 to request a claim form. You must report the claim within forty-five (45) days from the date of the Breakdown. The Administrator will receive Your claim over the telephone and will mail a claim form to You within five (5) business days. The following required items must be completed and returned within sixty (60) days of the date the claim form is postmarked: (a) The fully completed claim form; (b) A copy of the store receipt and a cancelled check, card statement or share draft receipt or cash receipt with which the Eligible Product was purchased; (c) A copy of the Product's OEM warranty; (d) Repair estimate from the repair servicer that was prior authorized by the Administrator; and (e) Any other documents the Administrator may reasonably request to validate the claim.

Any questions you may relating to the Extended Service Protection benefit may be addressed by the Administrator or My Rewards, LLC directly by calling 855-898-8395.

VI. **PRICE PROTECTION BENEFIT.** The Price Protection Benefit will be offered to Platinum Program Participants pursuant to the terms, provisions, and conditions immediately following and included in this Section VI.

1. **DEFINITIONS.** Throughout this Section VI, "**Plan**" refers to this Price Protection provided by American Advantage Association to Member(s) "**You**" and "**Your**" refer to the person who is a Member in good standing in the American Advantage Association membership providing this benefit Plan. Membership must not have expired or been canceled by the You or the American Advantage Association. "**We**" and "**Us**" refer to the American Advantage Association, the Company

providing this benefit to Members. In addition, when in bold certain words and phrases are defined as follows:

"Member" refers to an individual and their legal dependents actively enrolled for membership in an America Advantage Association Membership providing this benefit Plan as part of the association membership and considered by the American Advantage Association as a member in good standing.

"Administrator" means the party that has been authorized by Us to administer the services and benefits provided under this plan. You may contact the Administrator if You have questions regarding this coverage or would like to make a claim. The Administrator can be reached by phone at 1-855-955-6469.

"Auction" (online or live) means a place or Internet site where items are sold through price bids, price quotes; or where prices fluctuate based on the number of people purchasing, or interested in purchasing a product. (Examples include, but are not limited to, Ebay, Ubid, Yahoo, Lendingtree, Priceline, public or private live auctions, etc.)

"Coverage Period" means the period starting on the Membership Effective Date which continues for the period of time in which the membership is active/valid or until the date this benefit is no longer available to Members.

"Membership Effective Date" means the date You enroll as a member in the American Advantage Association membership program.

"Non-Auction Internet Advertisements" means advertisements posted on the Internet, by a non-Auction Internet merchant with a valid tax identification number. The advertisement must have been posted within sixty (60) days after the date You purchased the item and must be for the identical item (advertisement must verify same manufacturer and model number). The printed version of the Internet advertisement must include the merchant's internet address and customer service telephone number, as well as the item including manufacturer, model number, sale price and date of publication.

"Printed Advertisements" means advertisements appearing in a newspaper, magazine, store circular, or catalog which state the authorized dealer or store name, item (including manufacturer and model number), and sale price. The advertisement must have been published within sixty (60) days after the date You purchased the item and must be for the identical item (advertisement must verify same manufacturer and model number).

2. **COVERAGE AGREEMENT.** If You purchase a new item during Your Coverage Period and within sixty (60) days of the purchase date You find the item advertised at a lower price in either a Printed Advertisement or Non-Auction Internet Advertisement (advertisement must verify same manufacturer and model number). We will reimburse You the difference of the purchase price and the advertised lower price. This is not a contract of insurance. Our obligations are insured by a contractual liability insurance policy with a licensed insurance company issued to the American Advantage Association.

3. **LIMITATIONS.** Coverage is limited to: (a) The difference between the actual cost of the item (excluding taxes, storage, shipping, and handling costs) and the advertised lower price, up to \$250 per claim; and (b) Four (4) claim(s) per twelve (12) month period.

4. **EXCLUSIONS.** Coverage does not apply to: (a) ANY ITEM PURCHASED FROM AN INTERNET SITE WHOSE PRIMARY PURPOSE IS NOT FOR THE SALE OF THE ITEM OR RELATED ITEMS; (b) ITEMS PURCHASED FOR RESALE, RENTAL, PROFESSIONAL, OR COMMERCIAL USE; (c) JEWELRY, ART, USED OR ANTIQUE ITEMS; COLLECTIBLES OF ANY KIND (SUCH AS ITEMS DESIGNED FOR PEOPLE TO COLLECT OR ITEMS THAT OVER TIME BECOME COLLECTIBLES); RECYCLED, PREVIOUSLY OWNED, REFURBISHED, REBUILT, OR REMANUFACTURED ITEMS; (d) CUSTOMIZED/PERSONALIZED, ONE-OF-A-KIND, OR SPECIAL-ORDER ITEMS; (e) LAYAWAY

ITEMS; ITEMS RETURNED TO ANY STORE; (f) ANY ITEMS PURCHASED FROM AN AUCTION (ONLINE OR LIVE); (g) ITEMS FOR WHICH THE PRINTED ADVERTISEMENT OR NON-AUCTION INTERNET ADVERTISEMENT CONTAINING THE LOWER PRICE WAS PUBLISHED AFTER SIXTY (60) DAYS FROM THE DATE THE ITEM WAS PURCHASED; (h) ITEMS ADVERTISED IN OR AS A RESULT OF "LIMITED QUANTITY," "GOING OUT-OF-BUSINESS SALES," "CLOSE OUT," OR AS "DISCONTINUED"; (i) PRINTED ADVERTISEMENTS OR NON-AUCTION INTERNET ADVERTISEMENT THAT DISPLAY PRICING LOWER THAN THE PURCHASED ITEM DUE TO REBATES, SPECIAL OFFERINGS, BONUSES, FREE ITEMS/GIVEAWAYS, MANUFACTURER'S COUPONS, OR SPECIAL FINANCING; (j) PROFESSIONAL SERVICES, INCLUDING WORKMANSHIP, INSTALLATION, PROFESSIONAL ADVICE/COUNSELING, AND TECHNICAL SUPPORT, OR HELP LINE; (k) PLANTS, SHRUBS, ANIMALS, PETS, CONSUMABLES, AND PERISHABLES; (l) MOTORIZED VEHICLES, INCLUDING, BUT NOT LIMITED TO, AUTOMOBILES, WATERCRAFT/BOATS, AIRCRAFT, AND MOTORCYCLES, OR THEIR MOTORS, EQUIPMENT, OR ACCESSORIES; (m) LAND, ANY BUILDINGS (INCLUDING, BUT NOT LIMITED, TO HOMES AND DWELLINGS), PERMANENTLY INSTALLED ITEMS, FIXTURES, STRUCTURES, OR HOME IMPROVEMENT; (n) GAME ANIMALS, PETS OR SPECIMENS PRESERVED FOR DISPLAY (E.G., FISH, BIRDS, REPTILES, OR MAMMALS); (o) TRAVELER'S CHECKS, TICKETS OF ANY KIND (E.G., FOR AIRLINES, SPORTING EVENTS, CONCERTS, OR LOTTERY), NEGOTIABLE INSTRUMENTS, BULLION, RARE OR PRECIOUS METALS, STAMPS, AND COINS, CURRENCY OR ITS EQUIVALENT; (p) DIFFERENCES IN PRICE DUE TO SALES TAX, STORAGE, SHIPPING, HANDLING, POSTAGE, TRANSPORTATION, AND DELIVERY; (q) DIFFERENCES IN PRICE DUE TO FOREIGN EXCHANGE RATES OR FLUCTUATION IN FOREIGN EXCHANGE RATES; (r) LOANS AND TRAVEL RESERVATIONS, INCLUDING BUT NOT LIMITED TO, AIRLINE TICKETS, CAR RENTALS, AND HOTEL RESERVATIONS; or (s) ITEMS PURCHASED OUTSIDE OF THE UNITED STATES OR ITEMS DELIVERED FROM OUTSIDE THE UNITED STATES.

5. **HOW TO FILE A CLAIM.** Call the Administrator c/o My Rewards, LLC at 855-898-8395 to request a claim form. You must report the claim within sixty (60) days of the date of the purchase. The following required items, must be sent to the Administrator at American Advantage Association, c/o NBFS, LLC., P.O. Box 24279, Winston Salem, NC 27114 and be postmarked within one hundred twenty (120) days of purchase: (a) Completed and signed claim form; (b) A copy of the Printed Advertisement or Non-Auction Internet Advertisement that shows the date of the advertisement, retailer name, the product (advertisement must verify same manufacturer and model number), and sale price; (c) Itemized purchase receipt; and (d) Any other documentation the Administrator may reasonably request to validate a claim.

Any questions you may relating to the Price Protection Benefit benefit may be addressed by the Administrator or My Rewards, LLC directly by calling 855-898-8395.

7. **MOBILE DEVICE PROTECTION.** Mobile Device Protection will be offered to Platinum Program Participants pursuant to the terms, provisions, and conditions immediately following and included in this Section VII. Throughout this Section VII, terms used shall have those meanings set forth in subsection 2 of this Section VII below, and the term **"Statement of Benefits"** as used in this Section VII refers to the contents of this Section VII in their entirety. Various provisions in this Statement of Benefits restrict coverage. Read the entire Statement of Benefits carefully to determine rights, duties and what is and is not covered.

1. **LIMITS OF INSURANCE.**

Coverage

Plan Type:

Coverage Type:

Mobile Device Protection:

Deductible:

Aggregate Limit of Liability

Multi-Line Coverage

Primary Insured Person Only

\$500 per Claim;

2 Claims Maximum per 12 Month Period;

\$50.00 per Claim

2. **DEFINITIONS.** **"Account"** means Primary Insured Person's My Rewards, LLC Debit Card. **"Cardmember"** means an individual who is named on the Account card issued by the Policyholder. **"Cellular Wireless Telephone"** means a mobile telephone or mobile device with phone capability, which is used as a communication device. A Cellular Wireless Telephone may consist of a handset, standard battery, and Subscriber Identity Module (SIM) Card, it does not include accessories such as, but not limited to, wrists straps, carry cases, memory cards or styluses which are not integral to the device. **"Debit Card"** means a payment medium that takes the form of a debit, plate or other identification card or device, issued to the Primary Insured Person who is an owner of a deposit Account maintained by the issuer. The Primary Insured Person, or an authorized person, may use the Debit Card to purchase, hire, rent or lease property or services. **"Debit Card"** does not include a credit card. **"Damage"** means accidental damage caused suddenly and by external means and as a result of an unexpected and unintentional event in which item can no longer perform the function they were intended to do in normal service due to broken parts, material or structural failures. This does not include damage caused by wear and tear, or any gradually operating cause or faulty design or faulty materials. **"Internet Store"** means a wireless mobile service provider's internet store (for example Verizon Wireless, Sprint Wireless, T-Mobile, etc.). **"Mysteriously Disappear"** or **"Mysterious Disappearance"** means the vanishing of an item without a reasonable approximation of place and timing where there is absence of evidence of a wrongful act by a person or persons. **"Policyholder"** means My Rewards, LLC. **"Primary Insured Person"** means the person who: (i) has a valid Account in good standing with the Policyholder; and (ii) for which the required premium for coverage under this Policy has been paid for by the Policyholder, and or its affiliates. **"Proof of Loss"** means evidence acceptable to Us that a loss has occurred. **"Subscriber Identity Module (SIM) Card"** means the card containing Primary Insured Person's subscriber identity and which enables services to be charged to Primary Insured Person's Cellular Wireless Telephone or an account when used in conjunction with Primary Insured Person's Cellular Wireless Telephone. **"Weapons of Mass Destruction"** means any weapon whether or not designed or constructed as such, capable of delivering any hazardous, pathogenic or poisonous, biological, chemical, nuclear or radioactive material, gas, matter or other contamination. **"War"** means: (i) hostilities following a formal declaration of war by a governmental authority; (ii) in the absence of a formal declaration of war by a governmental authority armed, open and continuous hostilities between two (2) countries or; (iii) armed, open and continuous hostilities between two (2) factions, each in control of territory, or claiming jurisdiction over the geographic area of hostility. **"We," "Us"** and **"Our"** refers to the Company providing this insurance, which is American Bankers Insurance Company of Florida, an Assurant company.

3. **COVERAGE.** We will reimburse the Primary Insured Person for Damage or theft of eligible Cellular Wireless Telephones up to the Aggregate Limit of Liability shown on the Limits of Insurance section of this Statement of Benefits. Eligible Cellular Wireless Telephones are limited to each primary line and the additional, or supplemental lines as listed on Primary Insured Person's cellular provider's monthly billing statement for the billing cycle preceding the month in which the theft or Damage occurred. Depending on the nature and circumstances of the Damage or theft, and at Our sole discretion, We

may choose to repair or replace the eligible Cellular Wireless Telephone or reimburse the Primary Insured Person for the lesser of: (a) the current suggested retail price of a replacement Cellular Wireless Telephone of like kind and quality, excluding taxes, delivery and transportation charges and any fees associated with the cellular telephone service provided, less the deductible indicated in the Limits of Insurance section of this Statement of Benefits; or (b) the Aggregate Limit of Liability shown on the Limits of Insurance section of this Statement of Benefits. Only one (1) Mobile Device Protection reimbursement benefit will be paid per claim occurrence and only two (2) claims per Primary Insured Person per twelve month period. Mobile Device Protection is secondary to, and in excess of any other valid and collectible avenue or recovery available (including, but not limited to mobile device insurance programs, homeowner's, renter's, automobile, or employer's insurance policies), and any expenses paid by any other party and applicable insurance. We will reimburse the excess amount once all other coverage has been exhausted and after expenses are paid from any other party and applicable insurance up to the Aggregate Limit of Liability shown on the Limits of Insurance section of this Statement of Benefits. Primary Insured Person will receive no more than the value of the original eligible Cellular Wireless Telephone, or a replacement Cellular Wireless Telephone with similar features and functionality, up to the Aggregate Limit of Liability, less the deductible, indicated in the Limits of Insurance section of this Statement of Benefits.

4. **EXCLUSIONS.** (1) We will not pay for loss caused by or resulting from any of the following: (a) intentional or dishonest acts by: the Primary Insured Person; Primary Insured Person's employees or authorized representatives; whether or not acting alone or in collusion with other persons and whether or not occurring during the hours of employment; or (b) wear and tear, depreciation or obsolescence through normal course of use or consumption. (2) We will not pay for loss or loss of property caused directly or indirectly by any of the following: (a) the Primary Insured Person's commission or attempted commission of any illegal act including but not limited to any felony; (b) confiscation, expropriation or detention by any government, public authority, or customs official; (c) illegal activity or acts of the Primary Insured Person; Primary Insured Person's employees or authorized representatives; (d) any hazardous, pathogenic or poisonous, biological, chemical, nuclear or radioactive material, gas, matter or other contamination; (e) declared or undeclared War; (f) warlike action by military force including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other authority using military personnel or other agents; (g) invasion, insurrection, riot or civil commotion, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these; or (h) any Weapons of Mass Destruction. (3) What this agreement does not cover: (a) loss or loss of property when the United States of America has imposed any trade or economic sanctions prohibiting insurance of any loss or loss of property; (b) any other legal prohibition against providing insurance for any loss or loss of property; (c) any loss which occurred while the Primary Insured Person was not an active Cardmember of the Policyholder.

Mobile Device Protection does not cover: (1) losses covered under the Cellular Wireless Telephone's existing manufacturer's warranty; (2) Cellular Wireless Telephone accessories other than standard battery and/or standard antenna provided by the manufacturer; (3) Cellular Wireless Telephones purchased for resale, professional, or commercial use; (4) Cellular Wireless Telephones that are lost or Mysteriously Disappear; (5) Cellular Wireless Telephones under the care and control of a common carrier (including, but not limited to, United States Postal Service, airplanes, or delivery service); (6) Cellular Wireless Telephones stolen from baggage unless hand-carried and under Primary Insured Person's personal supervision, or

under the supervision of Primary Insured Person's traveling companion who is previously known to Primary Insured Person; (7) Cellular Wireless Telephones stolen from a construction site; (8) Cellular Wireless Telephone which has been rented, leased or borrowed, or Cellular Wireless Telephones that are received as part of a pre-paid plan or pay as you go type plans; (9) cosmetic Damage to the Cellular Wireless Telephone, or Damage that does not impact the Cellular Wireless Telephone's ability to make or receive phone calls; (10) Damage or theft resulting from abuse, intentional acts, fraud, confiscation by the authorities, risks of contraband, illegal activities, normal wear and tear, or Damage from inherent product defects [or vermin]; (11) Damage or theft resulting from misdelivery or voluntary parting with the Cellular Wireless Telephone; (12) replacement Cellular Wireless Telephone not purchased from a mobile service provider's retail or Internet Store; or (13) taxes, delivery and transportation charges and any fees associated with the service provider.

5. CONDITIONS.

(1) **Claim Notice.** Claim notice must be given to Us no later than sixty (60) days following the eligible Cellular Wireless Telephone's Damage or theft, or as soon as reasonably possible. If the claim is reported after sixty 60 days following the date of Damage or theft, Primary Insured Person's claim may be denied. Failure to provide a claim notice within sixty (60) days will not invalidate or reduce any otherwise valid claim, if notice is given to Us as soon as is reasonably possible. Reporting the loss to another party, other than Us, will not fulfill Primary Insured Person's responsibility to report the loss to Us. Notice must include enough information to identify the Primary Insured Person and the Policyholder. We reserve the right to deny any claim containing charges that would not have been included had We been notified before the expenses were incurred. All reasonable effort must be made by the Primary Insured Person to mitigate penalties and/or expenses resulting from a loss.

(2) **Proof of Loss.** Primary Insured Person must complete and submit claim form, or verbally complete claim attestation, along with the submission of the required items within ninety (90) days from the date of Damage or theft, or as soon as reasonably possible, even if all required documentation is not yet available. If Primary Insured Person's claim form is not submitted within this time frame, primary Primary Insured Person's claim may be denied. Failure to provide Proof of Loss within these time frames will not invalidate or reduce any otherwise valid claim if notice is given as soon as is reasonably possible, and in no event later than one (1) year after the ninety (90) day deadline to submit Proof of Loss, except in cases where the claimant lacks legal capacity. No legal action for a claim may be brought against Us until sixty (60) days after We receive Proof of Loss. After the expiration of three (3) years from the time written Proof of Loss was to be provided, no action shall be brought to recover on this coverage. Insurance under this Policy is void if any Primary Insured Person has intentionally concealed or misrepresented any material fact relating to this Policy before or after a loss or any Primary Insured Person files a false report of a loss.

(3) **How to File a Claim.** Call 855-898-8395 to initiate a claim. The following items are required to be submitted to Us: (a) fully completed and signed claim form or insured person's recorded verbal attestation as to the itemized contents of the claim form prepared by Our claim adjuster on insured person's behalf; and (b) a document from the mobile service provider, or other sufficient proof, as determined by Us, that the Cellular Wireless Telephone Primary Insured Person is claiming, is currently linked to Primary Insured Person's mobile service provider account. We may at Our sole discretion require: (a) an itemized estimate of repair from an authorized Cellular Wireless Telephone repair facility; (b) the Primary Insured Person to submit the Cellular Wireless Telephone to Us to evaluate the Damage; (c) an itemized store receipt for the replacement Cellular Wireless Telephone

showing the purchase was made at a mobile service provider's retail or Internet Store; (d) documentation (if available), of any other settlement of the claim; or (e) any other documentation deemed necessary by Us to substantiate the claim. All claims must be fully substantiated as the time, place, cause, and purchase price of the Cellular Wireless Telephone.

The Mobile Device Protection described herein is underwritten by American Bankers Insurance Company of Florida, an Assurant company.

VIII. MEDICAL EVACUATION & TRAVEL ASSISTANCE SERVICES.

Medical Evacuation & Travel Assistance Services will be offered to all Program Participants pursuant to the terms, provisions, and conditions immediately following and included in this Section VIII.

1. **DEFINITIONS.** For purposes of the Services (as defined below) performed pursuant to this Section VIII, the following terms shall be defined as follows:

"Accident" means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which the Eligible Person (as defined below) is traveling.

"Agreement" means this Section VIII and any and all Appendices, Schedules, and Exhibits thereto, as well as any amendments to this Agreement that AXA and My Rewards may mutually agree to in writing.

"Common Carrier" means any land, sea, and/or air conveyance operating under a license for the transportation of passengers for hire.

"Complications of Pregnancy" means conditions which require medical treatment before pregnancy ends, and whose diagnosis is distinct from, but are caused or affected by pregnancy. Such conditions are: acute nephritis or nephrosis, cardiac decompensation; missed abortion; hyperemesis gravidarum; pre-eclampsia; non-elective cesarean section; termination of ectopic pregnancy; and spontaneous termination when a live birth is not possible.

Complications of Pregnancy do not include: false labor; occasional spotting; voluntary abortion; physician prescribed rest during pregnancy; morning sickness; and similar conditions not medically distinct from a difficult pregnancy.

"Covered Accident" means an accident that occurs while coverage is in force for a Eligible Person and results directly and independently of all other causes in a loss or Injury (as defined below) covered by the program for which benefits are payable.

"Covered Person" means a Participant.

"Covered Trip" means scheduled trips, tours or cruises for which the Eligible Person is traveling more than 100 miles from his or her permanent place of residence.

"Dependent" means an Eligible Person's natural child, adopted child (including a child from the date of placement with the adopting parents until the legal adoption) or step-child (including the child of a Domestic Partner (as defined below)) and who, in each case, is under age 26 and supported by an Eligible Person. Benefits under this Section VIII will continue for any Dependent child who reaches the age limit and continues to meet the following conditions: 1) the child is handicapped, 2) is not capable of self-support and 3) depends mainly on the Eligible Person for support and maintenance. The Eligible Person must provide satisfactory proof that the child meets these conditions, when requested, but not more than once a year. The term "Dependent" does not include any person who is otherwise an Eligible Person under the program.

"Dependent" also means a Domestic Partner.

"Domestic Partner" means each of two people, one of whom is a Covered Person, who have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available; or are of the same or opposite sex and have a mutually dependent relationship so that each has an insurable interest in the life of the other. Each person must be:

1) 18 years of age or older; 2) unmarried; 3) the sole domestic partner of the other; 4) sharing a primary residence with the other; and, 5) not related to the other in a manner that would bar their marriage in the jurisdiction in which they reside. A Domestic Partner declaration attesting to the existence of an insurable interest in one another's lives must be completed and signed by the Covered Person.

"Economy Transportation" means the lowest published available transportation rate for a ticket on a Common Carrier matching the original class of transportation that the Eligible Person purchased for the Covered Trip, reduced by the value of an unused return travel ticket.

"Eligible Person" means a Covered Person, his/her legal spouse (or common-law spouse where legal), or Domestic Partner (if applicable) and his/her Dependent (if applicable).

"Family Member" means any of the following: an Eligible Person's or an Eligible Person's traveling companion's: legal spouse (or common-law spouse where legal), legal guardian, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew, Domestic Partner, an employed caregiver who lives with the Eligible Person, or a person for whom the Eligible Person is the primary caregiver with whom the Eligible Person has lived for 12 continuous months prior to the effective date of the Eligible Person's coverage, whether or not they travel with the Eligible Person.

"Hospital" means (a) a place which is licensed or recognized as a general hospital by the proper authority of the state or legal jurisdiction in which it is located; (b) a place operated for the care and treatment of resident inpatients with a registered graduate nurse (RN) always on duty and with a laboratory and X-ray facility; (c) a place recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals. Not included is a hospital or institution licensed or used principally: (1) for the treatment or care of drug addicts or alcoholics; or (2) as a clinic continued or extended care facility, skilled nursing facility, convalescent home, rest home, nursing home or home for the aged.

"Injury" or **"Injuries"** means accidental bodily injuries: (a) received while covered under this program and any attached coverages; (b) resulting in loss independently of sickness and all other causes; and (c) not excluded from coverage.

"Legally Qualified Physician" means a physician or dentist (a) other than an Eligible Person, a Traveling Companion or a Family Member; (b) practicing within the scope of his or her license; and (c) recognized as a physician in the place where the services are rendered.

"Medical Emergency" means a condition caused by an Injury or Sickness (as defined below) that manifests itself by symptoms of sufficient severity that a prudent lay person possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy.

"Medical Treatment" means treatment advice or consultation by a Legally Qualified Physician.

"Medically Necessary" means a service or supply which: (a) is recommended by the attending Legally Qualified Physician; (b) is appropriate and consistent with the diagnosis in accord with accepted standards of community practice; (c) could not have been omitted without adversely affecting an Eligible Person's condition or quality of medical care; (d) is delivered at the most appropriate level of care and not primarily for the sake of convenience; and (e) is not considered experimental unless coverage for experimental services or supplies is required by law.

"Physician" means a licensed practitioner of medical, surgical, or dental services acting within the scope of his/her license. The treating Physician may not be the Eligible Person, a Traveling Companion, or a Family Member.

"Services" means the services set forth in this Appendix A that AXA shall cause to be provided hereunder, and which an Eligible Person is entitled to receive.

"Sickness" means an illness or disease that is diagnosed or treated by a Legally Qualified Physician after the effective date of coverage and while the Eligible Person is covered under this program.

"Third Party Costs" means costs incurred from a third party relating to services that are provided by such third party.

"Transportation Expense" means: (a) the cost of conveyance of an Eligible Person and any medical personnel (if Medically Necessary); and (b) Medically Necessary services or supplies.

"Traveling Companion" means a person who is sharing travel arrangements with the Eligible Person. Note, a group or tour leader is not considered a Traveling Companion unless the Eligible Person is sharing room accommodations with the group or tour leader.

"Usual and Customary Charges" means those comparable charges for similar treatment, services and supplies in the geographic area where treatment is performed.

"Vehicle" means a ground vehicle such as a car, truck, van, travel trailer or motor home operated by an Eligible Person.

2. **GENERAL TERMS.** Eligible Person may be eligible for the travel assistance services including insured transportation services as described in this Section VIII. All terms and conditions of this Section VIII are subject to the Eligible Person suffering a loss or incurring expenses covered under this Section VIII as the direct result of a Covered Accident, Injury or Sickness while traveling 100 miles or more away from their primary residence or primary residence in the country of permanent assignment. Eligibility for this coverage will start on the actual start date of a Covered Trip. It does not matter whether the trip starts at the Eligible Person's home, place of work, or other place. It will end on the first of the following dates to occur: 1) The date the Eligible Person returns to his or her permanent residence; or 2) The date the Covered trip exceeds 120 days.

3. **INSURED TRANSPORTATION SERVICES***. The Insured Transportation Services provided pursuant to this Agreement are as follows:

(1) **Emergency Medical Evacuation Benefits:** When an Eligible Person suffers loss of life for any reason or incurs a Sickness or Injury during the course of a Covered Trip, the benefits described below are payable, up to the Maximum Benefit Amount (set forth below), if an Eligible Person: (i) is expected to be in the Hospital for more than seven consecutive days, or (ii) dies as a result of Sickness or Injury. For the purposes of this Section VIII(3)(1), Covered Expenses include:

(a) **Medical Transport:** If AXA determines after consultation with the local attending Legally Qualified Physician that transportation to a Hospital or medical facility is Medically Necessary to treat an unforeseen Sickness or Injury which is acute or life threatening and adequate Medical Treatment is not available in the immediate area, the Transportation Expense incurred will be paid for the Usual and Customary Charges for transportation to the closest Hospital or medical facility capable of providing that treatment.

(b) **Return of Dependent Child(ren):** If the Eligible Person's Dependent children who are under 18 years of age and accompanying the Eligible Person on the Covered Trip are left unattended, Economy Transportation will be paid to return the Dependents to their home (with an attendant, if considered necessary by AXA).

(c) **Transportation of a Family Member:** If the Eligible Person is traveling alone and is expected to be in the Hospital for more than seven (7) consecutive days and Emergency Evacuation is not imminent, upon request of the Eligible Person or next of kin if the Eligible Person is incapacitated, benefits will be paid to transport one person, chosen by the Eligible Person, by Economy Transportation, for a single visit to and from his or her bedside.

(d) **Escort Services:** Expenses for a Family Member or companion who is traveling with the Eligible Person to join the Eligible Person

during the Eligible Person's Emergency Medical Evacuation to a different Hospital, treatment facility or the Eligible Person's place of permanent residence will be paid.

For the purposes of this Section VIII3(1), the **"Maximum Benefit Amount"** is 100% of the Covered Expenses (described above) up to \$200,000 per Eligible Person per trip.

AXA must make all arrangements and must authorize all expenses in advance for any benefits to be payable. AXA reserves the right to determine whether the benefit is payable, including reductions, if it is not reasonably possible to contact AXA in advance.

(2) Medical Repatriation Benefits:

(a) If AXA determines after consultation with the local attending Legally Qualified Physician that it is Medically Necessary for an Eligible Person to return to his or her place of permanent residence because of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for a Eligible Person's return to his or her permanent residence via: (i) one-way Economy Transportation; or (ii) commercial upgrade, based on an Eligible Person's condition as recommended by the local attending Legally Qualified Physician and verified in writing. Transportation must be via the most direct and economical route.

(b) If AXA determines after consultation with the local attending Legally Qualified Physician that it is Medically Necessary for a Eligible Person to return to his or her place of permanent residence for continued treatment of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for transportation to the Hospital or medical facility closest to an Eligible Person's permanent place of residence capable of providing that treatment. Transportation must be by the most direct and economical route. Covered land or air transportation includes, but is not limited to, commercial stretcher, medical escort, or the Usual and Customary Charges for air ambulance, provided such transportation has been pre-approved and arranged by AXA.

(c) **Escort Services:** expenses for a Family Member or companion who is traveling with the Eligible Person to join the Eligible Person during the Eligible Person's Emergency Medical Repatriation to a different Hospital, treatment facility or the Eligible Person's place of permanent residence will be paid.

For the purposes of this Section VIII3(2), the **Maximum Benefit Amount** is 100% of the expenses incurred for (i)-(iii) above, up to \$200,000 per Eligible Person per trip.

AXA must make all arrangements and must authorize all expenses in advance for any benefits to be payable. AXA reserves the right to determine the benefit payable, including reductions, if it is not reasonably possible to contact AXA in advance.

(3) **Return of Remains:** In the event of an Eligible Person's death, the expense incurred will be paid (up to the Maximum Benefit amount set forth below), for minimally necessary casket or air tray, preparation and transportation of an Eligible Person's remains to his or her place of residence or to the place of burial. In addition, expenses for a Family Member or companion who is traveling with the Eligible Person to join the Eligible Person's body during the repatriation to the Eligible Person's place of residence will be paid. For the purposes of this Section VIII3(3), the **Maximum Benefit Amount** is 100% of such expenses incurred up to \$200,000 per Eligible Person per trip.

(4) **Vehicle Return Benefits:** Vehicle return benefits will be paid, up to the Maximum Benefit Amount for the covered expenses (set forth below) incurred for the return of an Eligible Person's unattended Vehicle to the rental agency or the Eligible Person's permanent residence ("Return") if he or she suffers a Medical Emergency and dies, or requires an Emergency Medical Evacuation or Medical Repatriation.

For the purposes of this Section VIII3(3), Covered Expenses include:

(a) Fuel and oil for the Vehicle; (b) Driver wages; and (c) Tolls en route.

For the purposes of this Section VIII3(3), the **Maximum Benefit Amount** is up to \$1,000 per Eligible Person per calendar year. Benefits will not be payable for: (i) any repair due to mechanical breakdown of the Vehicle en route; or (ii) the costs for food or accommodation during the Return. This benefit is payable to an Eligible Person only once per calendar year.

***Undemnified TRANSPORTATION SERVICES ARE UNDERWRITTEN BY A LICENSED THIRD PARTY INSURANCE COMPANY THAT IS SOLELY RESPONSIBLE FOR THE PAYMENT OF THE BENEFITS DESCRIBED ABOVE. AXA IS ONLY RESPONSIBLE FOR THE COORDINATION OF SUCH TRANSPORTATION SERVICES.**

4. **ASSISTANCE SERVICES. THE ASSISTANCE SERVICES DESCRIBED IN THIS SECTION VIII4 BELOW ARE PROVIDED BY AXA. AXA IS NOT RESPONSIBLE FOR THE PAYMENT OF THIRD PARTY COSTS INCURRED FOR SERVICES PROVIDED BY A THIRD PARTY.** The Assistance Services provided pursuant to this Agreement are as follows:

(1) **Medical Assistance Services:** The medical assistance services provided pursuant to this Agreement are as follows:

(a) **Medical referrals:** AXA will refer the Eligible Person to preferred providers including primary care physicians, clinics and hospitals all over the world. Primary care physicians are defined as referrals to the following: family practitioners, general practitioners, internists, ophthalmologists, obstetricians/ gynecologists, orthopedists, and pediatricians. The Eligible Person will be given the name, address, telephone number, office hours, and if applicable, language(s) spoken by the provider. The nature of the situation, location of the caller, and time of the day will influence whether a referral is made to an individual provider or to a hospital/emergency care facility. AXA will also provide referrals to medical specialists in major cities and nearby areas using specific selection criteria. Specialists are defined as physicians other than those previously identified as primary care physicians. Some examples of specialists include allergists, cardiologists and endocrinologists. Arrangements for services are available at no additional cost. Third party costs incurred for services provided are the responsibility of the Eligible Person.

(b) **Dental referrals:** AXA will provide referrals to dentists and facilities that provide emergency dental care in accordance with established selection criteria. If AXA receives a request for dental referrals in any area of the world in which AXA does not recommend seeking dental treatment, the Eligible Person will be so informed. If appropriate, the Eligible Person will be provided with referrals to physicians or hospitals for pain control. Arrangements for services are available at no additional cost. Third Party Costs incurred for services provided are the responsibility of the Eligible Person.

(c) **Dispatch of Physician:** For the convenience of the Eligible Person, AXA will make arrangements for a general practice physician to consult at the Eligible Person's hotel or current location while traveling. Although AXA will make every effort, this service is not available in all states and countries. If a physician cannot be dispatched, other arrangements will be made by AXA and options will be offered to the Eligible Person. Arrangements for services are available at no additional cost. Third Party Costs incurred for services provided are the responsibility of the Eligible Person.

(d) **Pre-Certification and Referral Management:** AXA will provide pre-certification for all inpatient cases and for elective outpatient surgical intervention. The pre-certification process entails our case managers reviewing the patient's current and past medical history, consulting with the patient's physician and reviewing the suggested treatment plan. After this review they will certify that the confinement and/or surgery are medical necessary and considered recognized treatment in the medical community for the patient's condition. If the patient requires additional certification then AXA will contact the utilization review department of the hospital or the attending physician to review

the case and potentially certify additional hospital days. Arrangements for services are available at no additional cost. Third Party Costs incurred for services provided are the responsibility of the Eligible Person.

(e) **Medical Monitoring:** Upon notification that a patient is in the hospital or requires medical monitoring, the case will be assigned to a nurse case manager to make the initial medical contact (IMC). The case manager will attempt an IMC by contacting the medical facility to obtain medical information about the patient from a treating physician, hospital nurse case manager or other valid source of information. The goal, during regular office hours, is to obtain an IMC within 2 hours of notification. In the IMC, the nurse will attempt to obtain the following information: (i) Age, (ii) Chief complaint, (iii) History of present illness, (iv) Relevant past medical history, (v) Intended medical plan, and (vi) Expected discharge date and date when the Eligible Person will be clear to travel (CTT). The nurse will assess the adequacy of the treating facility to determine the need for transfer or evacuation. If the nurse requires consultation with an AXA physician for complex cases, uncertainty about appropriateness of care, recommendations for discharge or clearance to fly or because s/he feels the AXA physician should speak with the treating physician (TP), s/he will speak to the in-office or on-call AXA physician. An AXA physician will speak with the treating physician on ALL in-patient cases within the first 48 hours. Arrangements for services are available at no additional cost. Third Party Costs incurred for services provided are the responsibility of the Eligible Person.

(f) **Vaccination Recommendations/Insect Precautions:** AXA will provide up-to-date information on health hazards in the areas where the Eligible Person is traveling. AXA will recommend medications or vaccinations that should be received prior to departure in order to minimize the risk of infection. AXA will also provide information regarding protective measures against the bites of mosquitoes and other disease-bearing insects.

(g) **Prescription Transfer/Shipping:** AXA helps Eligible Persons replace lost or misplaced medication or other important items, such as eyeglasses or contact lenses, by first endeavoring to find a local resource for replacement, or by locating and arranging prompt shipment of the item or its equivalent (subject to local law.). Arrangements for services are available at no additional cost. Third Party Costs incurred for services provided are the responsibility of the Eligible Person.

(h) **Shipment of Medication:** AXA will provide administrative services for the lawful delivery of medication whenever such medication is required and not available locally. Arrangements for services are available at no additional cost. Third Party Costs incurred for services provided are the responsibility of the Eligible Person.

(i) **Replacement of medical devices:** When medical devices or equipment are not available locally, AXA will make every effort to procure and arrange for delivery. AXA can also arrange for appointments with local physicians and hospitals.

(j) **Hotel arrangements:** AXA can arrange for hotel/convalence stay at the request of the Eligible Person and arrange for up-front payment when required.

(k) **Coordinate hospital admission and discharge planning:** AXA can arrange for upfront payment or guarantee of emergency medical expenses at a hospital, clinic or emergency room facility in the event that the Eligible Person cannot be admitted without a financial guarantee. In many areas, hospitals will only accept guarantee of expenses from a local company. AXA will be able to provide extensive coverage in this area with its worldwide network of operation centers, correspondents and agents. AXA will arrange hospital admissions when we are notified of a case in advance or in cases of evacuation. In many areas, hospitals will only accept a guarantee of expenses and agree to bill a domestic company. AXA will be able to provide extensive coverage in this area with its worldwide network of operation

centers, correspondents and agents. Upon discharge, if the patient requires a lesser level of care AXA will recommend this level of care for approval in advance by the client. Once approved, the medical team of AXA will make all necessary arrangements. If discharge planning requires repatriation to the home country this too will be arranged by AXA. The discharge planning is a part of the case management process. Disbursement of funds is dependent on the availability of such funds in the Eligible Person's personal credit card or availability of any other financial mean to secure payment.

(2) **Personal Assistance Services:** The personal assistance services provided pursuant to this Agreement are as follows:

(a) **Telephone Interpretation Service:** AXA's multi-lingual staff and international correspondents will provide emergency telephone interpretation.

(b) **General Travel Assistance/Information Services:** Available 24/7, both pre-travel and during trip, AXA will provide the Eligible Person with visa, passport and inoculation information, State Department travel advisories, location of embassies and consulates, exchange rates between the U.S. and most major currencies, and weather forecasts for major cities around the world.

(c) **Emergency Cash/Bail Assistance:** Emergency funds will be arranged and made available to the user in the event money is lost, stolen, or inaccessible due to banking holidays, etc. AXA will also assist with the payment of legal fees, as well as secure and post bail bonds when required. All costs associated with this service are borne by the Eligible Person. All expenses associated with this service shall be applied to the Eligible Person's personal credit card. Disbursement of funds is dependent on the availability of such funds in the Eligible Person's personal credit card.

(d) **Lost Document Assistance:** AXA will coordinate arrangements to replace or forward lost or stolen documents, including passports, driver's licenses and credit cards, and will assist with procedures to file loss reports and to recover lost or stolen articles.

(e) **Legal Referrals:** AXA will provide legal referrals to English-speaking lawyers. Should legal action be taken against an Eligible Person related to an unintentional violation of the applicable laws or regulations, other than a felony, in a foreign country where the Eligible Person is traveling, AXA shall provide assistance at the written request of the Eligible Person. These provisions do not apply in the case of acts related to the Eligible Person's business or occupation. Arrangements for services are available at no additional cost. Third Party Costs incurred for services provided are the responsibility of the Eligible Person.

(f) **Urgent Message Relay:** AXA will relay emergency messages to or from the Eligible Person to Family Members or colleagues 24 hours a day.

(g) **Pre-Trip and Cultural Information:** Available 24/7, both pre-travel and during trip, AXA is able to quickly provide the following pre-departure information upon an Eligible Person's request: (i) Passport, visa, and immunization/inoculation requirements; (ii) Foreign currency exchange rates; (iii) Weather forecasts and average seasonal temperatures; (iv) Embassy and Consular referrals; (v) General information on local customs; (vi) General information on business etiquette; (vii) Information on national holidays and standard business hours; (viii) Travel advisories and customs information; (ix) Local voltage information; (x) Value-Added Tax regulations (excluding any legal advice, interpretation or analysis of such laws; (xi) Insured Travel Service; and (xii) Information regarding other provisions included in the Eligible Person's coverage not listed above.

(h) **Lost Luggage Assistance:** AXA will assist an Eligible Person whose luggage is lost, stolen, or delayed while traveling on a Common Carrier. AXA will inform the Eligible Person of the proper reporting procedures and will assist in maintaining contact with the Common Carrier until a solution is reached.

(i) **International Claims Assistance:** AXA will assist an Eligible Person with obtaining and translating international claims related to the medical claims Services provided by AXA.

(j) **Pet Housing and Return:** AXA can assist with pet friendly hotel accommodations, boarding facilities and travel home for pets. Third Party Costs incurred for services provided are the responsibility of the Eligible Person.

(k) **Political Evacuation:** AXA can arrange for the repatriation on political grounds for an Eligible Person, when the country where they are located needs to be evacuated based on a determination of the US government. Third Party Costs incurred for services provided are the responsibility of the Eligible Person.

(l) **Travel Assistance Website:** AXA will provide access to a web-based database of global medical providers and country profiles, including up-to-date security alerts, health advisories, information on immunization and visa requirements, weather, currency conversion, demographics and business etiquette.

(m) **Travel Concierge:** Eligible Persons will have access to concierge services related to travel situations, including: restaurant, shopping, hotel recommendations/reservations; rental car/limousine information and reservations; driving directions; sporting, theater, night life and event information; airfare information and booking support; golf course information, referrals, recommendations and tee times; destination information, city calendar and event schedules; private drivers and guides. Travel Concierge services are available for from 9am to 9pm Eastern Time.

(n) **ID Theft Solutions:** AXA will provide support in understanding the risks of ID Theft, how to prevent it from happening and a step-by-step guide on how to proceed in case an Eligible Person's identity has been compromised.

(3) **Exclusions and Limitations:** The following exclusions and limitations apply to both the Insured Transportation Services and the Assistance Services. Benefits are not payable for Sickness, Injuries or losses of an Eligible Person: (a) due to normal childbirth, normal pregnancy (except Complications of Pregnancy) or voluntary induced abortion; (b) due to an Eligible Person's mental or nervous condition, unless hospitalized; (c) which exceed the Maximum Benefit Amount for each attached coverage; (d) Traveling against the advice of a Physician, or (e) Traveling for medical treatment. There may be times when circumstances beyond AXA's control hinder its endeavors to provide Services under this Agreement. AXA will, however, make all reasonable efforts to provide such Services and help the Eligible Person resolve his/her emergency situation. AXA will not provide any Services under this Agreement when U.S. or other applicable trade or economic sanctions laws or regulations prohibit AXA from providing such Services, including, but not limited to, the payment of any claims and such Services may be limited and/or delayed, or prohibited in other countries.

IX. MY AREA DEALS™ BENEFIT.

1. **Generally.** The My Area Deals™ benefit is a combination of several components featured as local or national coupons, cards, online print, electronic, interactive, mobile app or other promotional advertising medium. Promotional merchant offers featured in My Area Deals™ benefit are not gift cards. Offers are available through the My Area Deals™ benefit throughout the fifty United States, the District of Columbia and Canada.

2. **Obtaining Offers.** Offers may be found online or via the My Rewards™ App and redeemed via printable coupon or mobile redemption. Print online merchant coupons and offers and redeem at participating merchants. Offers expire 14 days after printing. Each mobile offer can only be redeemed once by presenting the merchant with the coupon redemption ID found on the offer for 24 hours after selecting "Redeem."

3. **General Rules.**

(a) **Additional Conditions** - Read the offer carefully for stated conditions, restrictions and exclusions. All offers are valid anytime except on defined holidays or unless the offer states otherwise. Certain offers are restricted to one offer per party per visit. These additional conditions supersede other Rules of Use.

(b) **Discounts** - Discounts exclude tax, tip and/or alcohol, where applicable.

(c) **Discount Redemption** - Present your coupon/Membership Card/mobile device to a participating merchant at the time you request your bill to receive your discount. The merchant will retain your coupon or return the card back to you to indicate you have used a discount offer. The least expensive item(s), up to the maximum value stated, will be deducted from your bill, or you will receive a percentage off the designated item(s), up to the maximum value stated, depending on the offer.

(d) **Free Offers** - In most cases, to qualify for a free offer or complimentary item, you must purchase goods or services from the merchant making the offer. Such offers may not be used in conjunction with any other discount or awards program/offer.

(e) **Movie Theater Discounts** - Some movie theaters are obligated by studio contracts to exclude discounts on certain movies. Please see individual offers for theater exclusions, restrictions and conditions.

(f) **Tipping** - Tipping for satisfactory services should be 15-20% of the total bill before the discount amount is subtracted.

(g) **Use With Other Discounts and Promotions** - Up to three coupons/mobile offers may be used per party, unless the offer states "One per party." My Area Deals™ offers may not be combined with any other discounts or promotions.

(h) **Valid Dates and Times/Holidays** - Read the offer carefully for valid dates and times. Major holidays, including those defined below, and regional holidays observed by participating merchants, are excluded, even if the offer states "valid anytime": New Year's Eve/Day, Valentine's Day, St. Patrick's Day, Easter, Mother's Day, Father's Day, Thanksgiving and Christmas Eve/Day. Additionally for Canada: Victoria Day, Canada Day, Labor Day and Boxing Day. Please check with the merchant regarding other holidays.

4. Edition Specific Rules.

(a) **Louisville, Kentucky** - Offers not valid during Derby Week or Derby-related events.

(b) **San Diego** - Limitations of liability stated herein might not apply in the city of San Diego. See San Diego Municipal Code 33.2713.

(c) **Wisconsin and Tennessee** - Redemption may be subject to certain conditions and limitations, which must be stated on the coupon. You are entitled to inspect the coupon before purchase.

This membership and its offers are intended for the personal use of the individual Program Participant and are not valid with other discount offers or in other cities unless otherwise specified. The use of this membership or any of its components or offers for advertising purposes, in any form or fashion, is strictly prohibited. Any use of an offer in violation of these Rules will render the offer VOID and we will pursue all legal remedies available to us by law. Offers may not be reproduced and are void where prohibited, taxed or restricted by law. We will not be responsible if any establishment breaches its contract or refuses to accept the coupons/mobile offer; further, we will not be responsible for securing compliance from any such establishment. We disclaim all alleged liability for bodily injury or property damage resulting from any accident, event or occurrence on, or resulting from the use of, the premises of the participating businesses. We disclaim all warranties express, implied or otherwise imposed by the law, regarding the condition of those premises or the safety of same. We disclaim all alleged vicarious liability for bodily injury or property damage resulting from the acts or omissions of the participating businesses.

5. Additional Rules.

(a) To save at participating merchants, simply present your printed My Area Deals™ coupon or membership card before the merchant totals your bill. Discounts exclude tax, tip, alcohol and sale items, where applicable.

(b) My Area Deals™ discounts may not be used in conjunction with any other coupon, discount offer or awards program.

(c) Coupons are valid for two weeks from the date of printing, unless otherwise stated on the coupon.

(d) **Up to 20% Off Discounts** - Receive an ongoing up to 20% off, up to a maximum of \$25 per visit.

(e) **50% Off Discounts** - Receive up to 50% off, up to the maximum value stated on the offer.

(f) **Buy-One-Get-One-Free Offers** - When purchasing two or more items, you will receive the least expensive item, up to the maximum value of the offer. In most cases, to qualify for a free offer or complimentary item, you must purchase goods or services from the merchant making the offer.

6. Additional Rules for Dining Discounts.

(a) **2-for-1 Offers** - When purchasing two or more main-course entrees or menu items, the restaurant will deduct the least expensive main-course entree or menu item, up to the maximum value on the offer. For restaurants offering one complimentary "entree" when a second is purchased, an "entree" is considered a main-course item. Coupons are not valid for discount-priced daily specials, sale items, senior citizen rates, Early Bird specials, carryout, buffets, etc. unless otherwise noted.

(b) **Dining Alone Option** - Some restaurants include a "when dining alone" option clearly stated in the offer. These are valid only when dining alone and may not be used when an individual diner joins one or more other people at a table.

(c) **Dining In Groups** - When more than two people dine together, the following applies: (i) One bill per table (no separate checks), unless separate checks are the restaurant's standard policy; (ii) Only one coupon may be used for every two people, up to a maximum of three coupons per party; and (iii) The least expensive entrees or menu items in the party are discounted, up to the maximum value, unless otherwise specified on the coupon.

(d) **Dining With Children** - Discounts do not apply to children's menu items. When dining with children, you must order two or more adult-priced main-course entrees or menu items in order to receive one complimentary, up to the maximum value.

7. **Other Rules.** Coupons are non-transferable. The barter, trade, sale, photocopying, alteration, purchase, or transfer of these offers by any person or entity is strictly prohibited. These offers are intended for the non-profit use of the individual registered for this program. Any use of an offer in violation of these Rules will render the offer VOID. Offers may not be reproduced and are void where prohibited, taxed, or restricted by law. My Rewards LLC, Financial Institution, the Third Party Benefit Provider facilitating the My Area Deals™ Benefit, and/or the parent, subsidiary or affiliated entities of each, will not be responsible if any establishment breaches its contract or refuses to accept an offer; however, the Third Party Benefit Provider facilitating the My Area Deals™ Benefit will attempt to secure merchant compliance to the best of the Third Party Benefit Provider's ability.

X. DISCOUNT PRESCRIPTION DRUG CARD BENEFIT.

1. **Generally.** THE DISCOUNT PRESCRIPTION DRUG CARD (the "Rx Card") PROGRAM IS NOT INSURANCE. The Rx Card holder is responsible to pay 100% of the purchase price for all drugs. The purchase price includes the discounted cost of the drug plus all dispensing fees. The Rx Card holder pays the lower of the discounted drug cost plus dispensing fees, or the participating pharmacy's cash price to customers. The purchase price may vary by drug and by pharmacy. Discounted drugs must be purchased only at participating pharmacies. All discounted drugs may not be available at all participating pharmacies. The Rx Card may be used at participating

pharmacies in the fifty United States, the District of Columbia and Puerto Rico.

This Prescription Drug Savings Program (the "**Rx Card Program**") is administered by EnvisionRxOptions (the "**Program Administrator**"). The Program Administrator has negotiated discounts and dispensing fees with a network of participating pharmacies, and has contracted with the sponsor of the Program named on your Rx Card (the "**Program Sponsor**") to provide access to discounted drugs by Rx Card holders through the participating pharmacies. No portion of the drug cost or dispensing fees for drugs purchased by Rx Card holders under the Program is paid by the Program Sponsor or Program Administrator.

Rx Card holders are advised to check the Envision Medical Solutions terms and conditions located at <http://tinyurl.com/h9q7uy9> periodically for program updates. Contact the toll-free number on your Rx Card for more information or inquiries.

2. **Dispute Resolution in Matters Relating to the Rx Card.** Except as otherwise required by applicable state law, the following is the Rx Card Program's dispute resolution procedure: (a) If for any reason you become dissatisfied with the level of service provided by the Rx Card Program, you may contact our Rx Card Customer Service Department, toll-free, at: (877) 684-0032; or (b) The Rx Card Program's cardholders always have the option of filing a complaint or asking any question in writing. Please address your inquiries to:

My Rewards™ Rx Savings Card
c/o EnvisionRxOptions
P.O. Box 89698
Tampa, FL 33689-0411

The Rx Card Program will provide a written response to your inquiry within fifteen (15) days of receipt. When submitting your inquiry please include the following: (i) Your name, address and telephone number; (ii) The details surrounding the reason for your inquiry or complaint; (iii) Information concerning the efforts that you have made to resolve the matter; (iv) All responses that other parties have made in response to your complaint; and (v) How you would like to see that matter resolved.

XI. VIP CUSTOMER SERVICE. We provide all Participants a direct line of communication with a Program-dedicated customer service representative to discuss questions or matters relating to the Program or the Benefits by dialing 855-898-8395 or sending an email to VIP@legendbankrewards.com.

XII. ACCOUNT NUMBER MASKING. For security reasons, your full Account number, full Social Security Number and certain other identifying data will not be stored by us anywhere, including on the Program website. You acknowledge and consent to our use of a masked account number (for example, "*****6789" instead of "123456789") as a true and accurate representation of your full Account number for all correspondence, confirmation e-mails, and cancellation e-mails.

XIII. DISCLAIMER OF WARRANTY. By utilizing your Program Debit Card, you expressly agree that use of the Program is at your sole risk. YOU ACKNOWLEDGE THAT THE PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE, FINANCIAL INSTITUTION, THIRD PARTY BENEFIT PROVIDERS, AND OUR LICENSORS AND VENDORS ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS OR FOR ANY INFORMATION OR CONSEQUENCES RESULTING FROM YOUR USE OF THE PROGRAM. MOREOVER WE, OUR THIRD PARTY BENEFIT PROVIDERS, AND OUR LICENSORS AND VENDORS ARE NOT RESPONSIBLE FOR ANY TECHNICAL ISSUES EXPERIENCED BY YOU. WE, OUR THIRD PARTY BENEFIT PROVIDERS, AND OUR LICENSORS AND VENDORS MAKE NO AND EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROGRAM, INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE, OUR THIRD PARTY BENEFIT PROVIDERS, AND OUR LICENSORS AND VENDORS DISCLAIM ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE PROGRAM (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. YOU HEREBY ASSUME ALL RISKS RELATING TO THE FOREGOING.

XIV. LIMITATION OF LIABILITY. OUR LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY YOU AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF US RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00). IN NO EVENT SHALL WE BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. OUR THIRD PARTY BENEFIT PROVIDERS, LICENSORS AND VENDORS WILL NOT BE SUBJECT TO ANY LIABILITY TO YOU IN CONNECTION WITH ANY MATTER WHATSOEVER.

ALL CLAIMS MUST BE BROUGHT WITHIN NINETY (90) DAYS AFTER THE EVENT GIVING RISE TO THE CLAIM OCCURRED. You acknowledge and agree that we shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by us in offering the Program, whether in accordance with or in an unintentional deviation from these Terms. You acknowledge that our systems and procedures established for administration of the Program are commercially reasonable. You shall defend, indemnify, and hold us, our Third Party Benefit Providers, and our licensors and vendors harmless from and against all liability, damage, and loss arising out of any claims, suits, or demands by third parties with respect to the Program brought against you or arising from your participation in the Program. We shall not be liable for any loss, damage, liability, or claim arising directly or indirectly from any error, delay, or failure to perform hereunder which is caused by earthquakes, fires, natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, failures in either communication or computer networks, legal constraints, or any other event beyond our control. We are not responsible and assume no liability for any unavailability of the Program website or other technical malfunctions.

XV. ARBITRATION. IT IS IMPORTANT THAT YOU READ THIS ENTIRE SECTION XV CAREFULLY. THIS SECTION XV PROVIDES FOR RESOLUTION OF DISPUTES THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN COURT BEFORE A JUDGE OR JURY OR THROUGH A CLASS ACTION.

In order to expedite and control the cost of disputes, you and we agree that any legal or equitable claim relating to these Terms, including the validity, enforceability or scope of this Section XV, or your Enrollment or participation in the Program (referred to as a "Claim") will be resolved as follows:

1. **Informal Resolution.** Most concerns can be resolved quickly by calling the Program customer service department at 855-898-8395. In the event that the Program customer service department is unable to resolve a concern to your satisfaction, and the concern becomes a bona fide dispute, you and we will first try to resolve any Claim informally. Accordingly, neither of us may start a formal proceeding for

at least 60 days after one of us notifies the other of a Claim in writing. You will send your notice to the address on the first page of this Agreement, and we will send our notice to your billing address.

2. **Formal Resolution.** If we cannot resolve a Claim informally, any Claim either of us asserts will be resolved only by binding arbitration. The arbitration will be conducted under the rules of JAMS that are in effect at the time the arbitration is initiated (referred to as the "JAMS Rules") and under the rules set forth in these Terms. If there is a conflict between JAMS Rules and the rules set forth in these Terms, the rules set forth in these Terms will govern. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, AND YOU AND WE WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. You may, in arbitration, seek any and all remedies otherwise available to you pursuant to your state's law. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration. If you decide to initiate arbitration, we agree to pay the arbitration initiation fee and any additional deposit required by JAMS to initiate your arbitration. We also agree to pay the costs of the arbitration proceeding. Other fees, such as attorney's fees and expenses of travel to the arbitration, will be paid in accordance with JAMS Rules. The arbitration will be held at a location in your hometown area unless you and we both agree to another location or telephonic arbitration. To start an arbitration, you or we must do the following things:

(a) **Write a Demand for Arbitration.** The demand must include a description of the Claim and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at www.jamsadr.com.
(b) **Deliver the Demand.** Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to:

JAMS Resolution Center
2500 N. Military Trail, Suite 200
Boca Raton, FL 33431
561-393-9733
shumphrey@jamsadr.com

(c) **Service of the Demand.** Send one copy of the demand for arbitration to the other party.

3. **Special Rules.** (i) In the arbitration proceeding, the arbitrator has no authority to make errors of law, and any award may be challenged if the arbitrator does so. Otherwise, the arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court that has jurisdiction. (ii) Neither you nor we shall be entitled to join or consolidate claims in arbitration by or against other individuals or entities, or arbitrate any claim as a representative member of a class or in a private attorney general capacity. Accordingly, you and we agree that the JAMS Class Action Procedures do not apply to our arbitration. A court may sever any portion of this Section XV that it finds to be unenforceable, except for the prohibition on class, representative and private attorney general arbitration.

4. **Exception for Small Claims Court.** Binding arbitration will not be required for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You or we may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered. Either you or we may delay enforcing or not exercise rights under this Section XV, including the right to arbitrate a claim, without waiving the right to exercise or enforce those rights.

5. **Your Right to Reject Arbitration.** You may reject this Arbitration provision by sending a written rejection notice to us at:

My Rewards, LLC
ATTN: Legal Department
PO Box 2600
Wilmington, NC 28402

Your rejection notice must be mailed within 45 days after your initial acceptance of these Terms. Your rejection notice must state that you reject the Arbitration provision and include your name, address, Financial Institution and personal signature. No one else may sign the rejection notice on your behalf. If your rejection notice complies with these requirements, this Section XV will not apply to you, except for any Claims subject to pending litigation or arbitration at the time you send your rejection notice. Rejection of this Arbitration provision will not affect your other rights or responsibilities under this Section XV or these Terms. Rejecting this Section XV will not affect your ability to use your Program Debit Card, participate in the Program, take advantage of any Program Benefit, or otherwise utilize and maintain your Account.

6. **Continuation.** This Section XV shall survive termination of your Program Enrollment or the termination or expiration of these Terms. If any portion of this Section XV is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Section XV.

XVI. ASSIGNMENT. At any time, we may without notice to you assign your Program account. You may not assign your Program account or any of your rights or obligations, and any attempted assignment by you will be void.

XVII. APPLICABLE LAW. The interpretation and enforcement of these Terms shall be governed by the laws of the State of Florida. These Terms are subject to modification if required by such laws. Notwithstanding the foregoing, Section XV shall be governed by the Federal Arbitration Act.

XVIII. FREQUENTLY ASKED QUESTIONS. We may provide Frequently Asked Questions ("FAQs") for reference on www.legendbankrewards.com. The FAQs are not a part of any Program agreement, and the Program enrollment application, ACH authorization, and these Terms will control in the event any conflicting information is contained in the FAQs.