

**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 855-341-7667.

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 floridacentral Credit Union.

“**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.floridacentraldebitrewards.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 effectuated 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 floridacentral Credit Union and being accessible at URL www.floridacentraldebitrewards.com.

“**Rewards Program Terms & Conditions**” means that document that can be viewed at www.floridacentraldebitrewards.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.

“**Buyer Protection Insurance**” means that insurance program identified below in Section VI and providing for reimbursement for a Covered Purchase (as that term is defined in Section VI) that are damaged or stolen in accordance with the terms of that insurance policy 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 Warranty Insurance**” or “**Extended Manufacturer’s Warranty**” means that insurance 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 for a Covered Purchase (as that term is defined in Section V) in accordance with the terms of that insurance policy outlined below in Section V.

“**Policy**” in the context of the Extended Warranty Insurance means that policy for the provision of insurance issued by Federal Insurance Company, a member insurer of the Chubb Group of Insurance Companies to My Rewards™ in favor of the My Rewards™ Program Participants bearing Master Policy #9907-36-45. A copy of this insurance policy may be obtained directly from Policyholder: BankNewport, as Trustee for G.A.R.D. Trust for the account of: floridacentral Credit Union in accordance with the terms of Section V below. “**Policy**” in the context of the Buyer Protection Insurance means that policy for the provision of insurance issued by Federal Insurance Company, a member insurer of the Chubb Group of Insurance Companies to My Rewards™ in favor of the My Rewards™ Program Participants bearing Master Policy #9907-36-46. A copy of this insurance policy may be obtained directly from Policyholder: BankNewport, as Trustee for G.A.R.D. Trust for the account of: floridacentral Credit Union in accordance with the terms of Section VI below.

“**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
<ul style="list-style-type: none">• Medical Evacuation & Travel Assistance Services• Mobile Device Protection• VIP Member 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
- Buyer’s Protection on products purchased with card
- 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.floridacentraldebitrewards.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.floridacentraldebitrewards.com/cancel, (ii) by telephone at 855-341-7667 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.floridacentraldebitrewards.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.floridacentraldebitrewards.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.** 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 15, 2017:

(a) **Program Gold Debit Card.** Subject to these Terms, you will earn 2 Points for every 100 dollars for authorized transactions charged for an eligible purchase made with your Program Gold Debit Card.

(b) **Program Platinum Debit Card.** Subject to these Terms, you will earn 3 Points for every 100 dollars for authorized transactions charged for an eligible purchase made with 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 by program. It does not apply to special offers 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.floridacentraldebitrewards.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 855-341-7667 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.floridacentraldebitrewards.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 855-341-7667 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 WARRANTY INSURANCE BENEFIT.** Extended Warranty Insurance will be offered to all Program Participants pursuant to the terms, provisions, and conditions immediately following and included in this Section V. Terms stated within the text to follow between the page-wide hash marks and beneath "**DESCRIPTION OF COVERAGE**" shall have meanings as prescribed therein, except where a Term is undefined, in which case, the Term shall have the meaning prescribed it above in these Terms. Solely for the purposes of this Section V, the following terms will have the meanings so indicated:

1. References to the "**Declarations**" means those Declarations contained within the Extended Warranty Insurance Policy, of which Program Participants are beneficiaries and which will be provided to you in writing upon your request contact us at 855-341-7667;

2. References to the "**Benefit Amount**" have the meaning ascribed to that term within the Buyer Protection Insurance Policy, of which Program Participants are beneficiaries and which will be provided to you in writing upon your request contact us at 855-341-7667;

3. References to "**We**" and "**Our**", respectively, means Federal Insurance Company, a member insurer of the Chubb Group of Insurance Companies, 15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615; and

4. References to "**Policyholder**" shall mean the Financial Institution. **DESCRIPTION OF COVERAGE.**

THE PLAN: As a Financial Institution Program Debit Cardholder, you are automatically eligible for Extended Warranty insurance.

ELIGIBILITY: This insurance plan is provided to Financial Institution Program Debit Cardholders automatically when the entire cost of the Covered Purchase is charged to your Card account while the insurance is effective. It is not necessary for you to notify Financial Institution, the administrator or the Company when items are purchased.

THE COST: This insurance plan is provided at no additional cost to eligible Financial Institution Program Debit Cardholders. Financial Institution pays the full cost of the insurance.

WHEN COVERAGE APPLIES: We will duplicate the time period of the original U.S. Manufacturer Warranty and any Purchased Warranty on an Insured Person's Covered Purchase, up to a maximum of 12 months. If a U.S. Manufacturer Warranty or a Purchased Warranty is made up of multiple components, We will duplicate the time period of each component. If the total time period for the U.S. Manufacturer Warranty and the Purchased Warranty is greater than 36 months there is no coverage under this Policy. In no event will the total time period for all warranties, including this Policy, exceed 48 months.

COVERAGE: We will duplicate the terms, conditions and limitations of the U.S. Manufacturer Warranty and any Purchased Warranty on an Insured Person's Covered Purchase up \$10,000 for repair to defects in material or workmanship in a Covered Purchase; or for replacement of a Covered Purchase if repairs to defects cannot be made. This coverage only applies if the Insured Person charged or debited the entire cost of the Covered Purchase and the entire cost of the Purchased Warranty to the Insured Person's Account during the Policy period. If the entire cost of the Purchased Warranty is not charged or debited to the Insured Person's Account, We will only

duplicate the original U.S. Manufacturer Warranty. We will reimburse the Insured Person for the lesser of:

a. the cost of the Covered Purchase indicated on the Insured Person's Account statement; or
b. the actual cost to repair or replace the Covered Purchase with an item of like kind and quality; or
c. the Maximum Benefit Amount shown in Section II of the Declarations.

In no event will We be liable beyond the amounts actually paid by the Insured Person.

In no event will We pay more than \$50,000, in any 12 month Policy period, regardless of the number of claims made in that 12 month Policy period.

DEFINITIONS:

Accountholder means any individual who is named on an open and active Account. **Cardholder** means an individual who is named on the Account card. **Covered Purchase** means personal property, including gift items, not otherwise excluded that is purchased in full by the Insured Person using the Credit Card or Debit Card issued by the Policyholder. **Insured Person** means a person, qualifying as a Class member 1) who elects insurance; or 2) for whom insurance is elected, 3) and on whose behalf premium is paid. **Manufacturer Warranty** means a written guarantee to fix any defects in material or workmanship in a Covered Purchase, made to the Insured Person by the maker of the Covered Purchase. **Purchased Warranty** means an optional written guarantee to fix any defects in material or workmanship in a Covered Purchase, bought by the Insured Person at the time of the Covered Purchase.

EXCLUSIONS: Insurance under this Policy does not apply to Covered Purchases that: 1) are services, including but not limited to the performance or rendering of labor or maintenance, repair or installation of goods or property or professional advice; 2) are shipping, transportation or delivery costs; 3) are boats, automobiles, aircraft or any other motorized vehicles, or motorized vehicle parts subject to high risk, combustible wear and tear or mileage stipulations; 4) are land, buildings, permanently installed items, fixtures or structures; 5) are plants, shrubs, pets, consumables or perishables; 6) are computer software or applications; 7) are purchased for resale, professional or commercial use; 8) are still covered under the U.S. Manufacturer Warranty or Purchased Warranty; 9) did not originally come with a U.S. Manufacturer Warranty or Purchased Warranty; or 10) are used, rebuilt, refurbished or remanufactured.

Insurance under this Policy does not apply to defects in material or workmanship of a Covered Purchase that are: 1) not covered under the terms of either the original U.S. Manufacturer Warranty or Purchased Warranty; 2) repaired at a repair facility that is not authorized by the original product manufacturer; 3) covered by a product recall; 4) the result of a power surge; 5) the result of normal wear and tear; or 6) the result of any hazardous, pathogenic or poisonous, biological, chemical, nuclear or radioactive material, gas, matter or contamination.

How to File a Claim:

To file a claim directly with Federal Insurance Company contact the Claim Administrator, Crawford and Company c/o My Rewards, LLC. Complete all items on the required claim form, attach all appropriate documents, and mail or email to: My Rewards, LLC, ATTN: Crawford and Company Claims, P.O. Box 2600, Wilmington, NC 28402, PHONE NUMBER 855-341-7667, Email Address claims@myrewards.net. All customer service related issues including, but not limited to, enrollment, fulfillment, general questions and payment questions should be directed to the plan administrator, International Marketing & Administration Company (IMAC) c/o My Rewards, LLC, P.O. Box 2600, Wilmington, NC 28402, PHONE NUMBER 855-341-7667, Email Address claims@myrewards.net.

The Insured Person must a.) protect the Covered Purchase from further loss or damage; b.) report any loss to the appropriate official representatives such as the police and the Administrator within 45 days from the date of theft or damage; c.) complete the claim form and return along with legible copies of the Account statement showing the purchase of the Covered Purchase and original purchase receipt; d.) provide a photograph of any damaged Covered Purchase, a copy of the repair bill or a statement indicating that the item cannot be repaired along with evidence that the Covered Purchase has actually been replaced or repaired, if applicable; e.) provide a fire or police report, if applicable; f.) proof of submission of the loss to, and the results of any settlement by the vendor; g.) proof of submission of the loss to, and the results of any settlement or denial by the Insured Person's personal insurance carrier h.) provide documentation of any other personal insurance or a statement that no other insurance exists; i.) provide a third party statement regarding circumstances of the theft or damage; j.) submit Proof of Loss to the Administrator k.) cooperate with the Administrator in the investigation, settlement or handling of any claims; l.) permit the Administrator to question the Insured Person under oath whenever Our investigation deems it necessary. All statements taken will be signed by the Insured Person; and m.) authorize the Administrator to obtain records, reports or any other documentation requested necessary to Our investigation or to verify the claim.

CLAIM FORMS: When the Administrator is told of a claim, the Administrator will give the Insured Person forms for filing Proof of Loss. If these forms are not given to the Insured Person within 15 days the Insured Person will meet Proof of Loss requirements by giving the Administrator a written description of the covered loss.

CLAIM PROOF OF LOSS: Complete Proof of Loss must be given to the Administrator within 90 days after a covered loss.

CLAIM PAYMENT: Reimbursement for covered losses will be paid to the Insured Person within 60 days after the Administrator receives Proof of Loss.

EFFECTIVE DATE: Your insurance becomes effective on the latest of: the effective date of this policy, the date on which you first meet the eligibility criteria as the Insured Person or the beginning of the period for which required premium is paid for you. Insurance for you automatically terminates on the earliest of: the termination date of this policy, the expiration of the period for which required premium has been paid for you, the date on which you no longer meet the eligibility criteria as the Insured Person.

As a handy reference guide, please read this and keep it in a safe place with your other insurance documents. This description of coverage is not a contract of insurance but is a summary of the principal provisions of the insurance while in effect. Complete policy provisions are contained in the Master Policy 9907-36-45, which can be obtained from the Policyholder: BankNewport, as Trustee for G.A.R.D. Trust for the account of: participating financial institution: floridacentral Credit Union.

Answers to specific questions can be obtained by writing the Plan Administrator:

International Marketing & Administration Company (IMAC)
c/o My Rewards, LLC, P.O. Box 2600, Wilmington, NC 28402
PHONE NUMBER 855-341-7667
Email Address claims@myrewards.net



Plan Underwritten By
Federal Insurance Company
a member insurer of the
Chubb Group of Insurance Companies
15 Mountain View Road, P.O. Box 1615
Warren, NJ 07061-1615

VI. BUYER PROTECTION INSURANCE BENEFIT. Buyer Protection Insurance will be offered to Platinum Program Participants pursuant to the terms, provisions, and conditions immediately following and included in this Section VI. Terms stated within the text to follow between the page-wide hash marks and beneath "**DESCRIPTION OF COVERAGE**" shall have meanings as prescribed therein, except where a Term is undefined, in which case, the Term shall have the meaning prescribed it above in these Terms.

Solely for the purposes of this Section VI, the following terms will have the meanings so indicated:

1. References to the "**Benefit Amount**" have the meaning ascribed to that term within the Buyer Protection Insurance Policy, of which Program Participants are beneficiaries and which will be provided to you in writing upon your request and your contacting us at 855-341-7667;

2. References to "**We**" and "**Our**", respectively, means Federal Insurance Company, a member insurer of the Chubb Group of Insurance Companies, 15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615; and

3. References to "**Policyholder**" shall mean the Financial Institution. **DESCRIPTION OF COVERAGE.**

THE PLAN: As a Financial Institution Program Debit Cardholder, you are automatically eligible for Buyer Protection insurance.

ELIGIBILITY: This insurance plan is provided to Financial Institution Program Debit Cardholders, automatically when the entire cost of the Covered Purchase is charged to your Card account while the insurance is effective. It is not necessary for you to notify Financial Institution, the administrator or the Company when items are purchased.

THE COST: This insurance plan is provided at no additional cost to eligible Financial Institution Program Debit Cardholders. Financial Institution pays the full cost of the insurance.

WHEN COVERAGE APPLIES: Coverage applies for 90 days immediately following a Covered Purchase.

COVERAGE: We will reimburse the Insured up to \$1,000 for Covered Purchases that are damaged or stolen, except if stolen from vehicles. This coverage only applies if the Insured Person charged or debited the entire cost of the Covered Purchase to the Insured Person's Account during the Policy period, are part of and not in addition to the Benefit Amount and the Annual Maximum Benefit Amount of \$50,000. We will reimburse the Insured Person for the lesser of: 1) the cost of the Covered Purchase indicated on the Insured Person's Account statement; or 2) the Benefit Amount. In no event will We be liable beyond the amounts actually paid by the Insured Person. In no event will We pay more than the Annual Maximum Benefit Amount, \$50,000 in any 12 month Policy period, regardless of the number of claims made in that 12 month Policy period. The Benefit Amount is payable on an excess basis over and above any amount due from any other valid or collectible insurance or any other form of reimbursement payable by those responsible for the loss or damage.

DEFINITIONS:

Cardholder means an individual who is named on the Account card or the owner of a pre paid card. **Covered Purchase** means personal property, including gift items, not otherwise excluded that is purchased in full by the Insured Person using the Credit Card or Debit Card issued by Financial Institution. Covered Purchase does not include charges for shipping, handling transportation and delivery. **Insured Person** means a person, qualifying as a Class member 1) who elects insurance; or 2) for whom insurance is elected, and 3) on whose behalf premium is paid. **Natural Disaster** means an event, including but not limited to wind storm, rain, snow, sleet, hail, lightning, dust or sand storm, earthquake, tornado, flood, volcanic eruption, wildfire or other similar event that: 1) is due to natural causes and 2) results in severe damage such that the area in

which loss occurs is declared a disaster area by a competent governmental authority having jurisdiction. **Proof of Loss** means: a) a copy of the Account statement showing the purchase of the Covered Purchase; b) a copy of the initial claim report submitted to the Administrator; c) a copy of the police report; d) proof of submission of the loss to, and the results of any settlement by, the vendor; and e) proof of submission of the loss to, and the results of any settlement or denial by, the Insured Person's personal insurance carrier.

EXCLUSIONS: Insurance under this Policy does not apply to Covered Purchases of: professional advice; boats; motorized vehicles (including but not limited to airplanes, automobiles, mopeds, motorcycles and other motor vehicles) or their motors, equipment and accessories (including communication devices intended solely for the use in the vehicle); land or buildings (including but not limited to homes and dwellings); travelers' checks, tickets of any kind, negotiable instruments, bullion, rare or precious coins, cash or its equivalent (including gift cards and gift certificates); perfumes, plants or animals; consumables and perishables; antique items or collectibles; computer software or programs; items purchased for resale for professional or commercial use; medical equipment; used, rebuilt, refurbished or remanufactured goods; shipping, handling, or transportation charges for the cost of delivery of any Covered Purchase articles in a pair or set, coverage will be limited to no more than the value of any particular part or parts unless the articles are unusable individually and cannot be replaced individually, regardless of any special value the article may have had as part of a set or collection; more than one part or parts of a pair or set of jewelry or Fine Art. This insurance does not apply to loss or damage of a) Covered Purchase caused directly or indirectly by: 1) Theft of i) personal property from vehicles, ii) personal property when the Insured Person fails to exercise Due Diligence and iii) personal property stolen from public places when the Insured Person fails to exercise Due Diligence; Theft must be reported to the police or an appropriate authority within 36 hours; 2) Loss of i) personal property with no evidence of a wrongful act; ii) baggage and/or its contents unless carried by the Insured Person by hand or under the Insured Person's personal supervision or a traveling companion previously known to the Insured Person; 3) Any fraudulent or illegal activity of the Insured Person; 4) Wear and tear or gradual deterioration; 5) Moths, vermin, inherent vice; 6) Product defects or items covered by a manufacturer's recall; 7) Damage sustained due to any process or while actually being worked upon and resulting there from; 8) Confiscation by any government, public authority or customs official; 9) Natural Disaster; 10) Failure of the Insured Person to exercise Due Diligence to avoid or diminish loss or damage; 11) Power surge or power loss; 12) any hazardous, pathogenic or poisonous, biological, chemical, nuclear or radioactive material, gas, matter or contamination; or 13) War.

HOW TO FILE A CLAIM:

To file a claim directly with Federal Insurance Company contact the Claim Administrator, Crawford and Company c/o My Rewards, LLC. Complete all items on the required claim form, attach all appropriate documents, and mail or email to: My Rewards, LLC, ATTN: Crawford and Company Claims, P.O. Box 2600, Wilmington, NC 28402, PHONE NUMBER 855-341-7667, Email Address claims@myrewards.net. All customer service related issues including, but not limited to, enrollment, fulfillment, general questions and payment questions should be directed to the plan administrator, International Marketing & Administration Company (IMAC) c/o My Rewards, LLC, P.O. Box 2600, Wilmington, NC 28402, PHONE NUMBER 855-341-7667, Email Address claims@myrewards.net. The Insured Person must a.) protect the Covered Purchase from further loss or damage; b.) report any loss to the appropriate official representatives such as the police and the Administrator within 45

days from the date of theft or damage; c.) complete the claim form and return along with legible copies of the Account statement showing the purchase of the Covered Purchase and original purchase receipt; d.) provide a photograph of any damaged Covered Purchase, a copy of the repair bill or a statement indicating that the item cannot be repaired along with evidence that the Covered Purchase has actually been replaced or repaired, if applicable; e.) provide a fire or police report, if applicable; f.) proof of submission of the loss to, and the results of any settlement by the vendor; g.) proof of submission of the loss to, and the results of any settlement or denial by the Insured Person's personal insurance carrier h.) provide documentation of any other personal insurance or a statement that no other insurance exists; i.) provide a third party statement regarding circumstances of the theft or damage; j.) submit Proof of Loss to the Administrator k.) cooperate with the Administrator in the investigation, settlement or handling of any claims; l.) permit the Administrator to question the Insured Person under oath whenever Our investigation deems it necessary. All statements taken will be signed by the Insured Person; and m.) authorize the Administrator to obtain records, reports or any other documentation requested necessary to Our investigation or to verify the claim.

CLAIM FORMS: When the Administrator is told of a claim, the Administrator will give the Insured Person forms for filing Proof of Loss. If these forms are not given to the Insured Person within 15 days the Insured Person will meet Proof of Loss requirements by giving the Administrator a written description of the covered loss.

CLAIM PROOF OF LOSS: Complete Proof of Loss must be given to the Administrator within 90 days after a covered loss.

CLAIM PAYMENT: Reimbursement for covered losses will be paid to the Insured Person within 60 days after the Administrator receives Proof of Loss.

EFFECTIVE DATE: Your insurance becomes effective on the latest of: the effective date of this policy, the date on which you first meet the eligibility criteria as the Insured Person or the beginning of the period for which required premium is paid for you. Insurance for you automatically terminates on the earliest of: the termination date of this policy, the expiration of the period for which required premium has been paid for you, the date on which you no longer meet the eligibility criteria as the Insured Person.

As a handy reference guide, please read this and keep it in a safe place with your other insurance documents. This description of coverage is not a contract of insurance but is a summary of the principal provisions of the insurance while in effect. Complete policy provisions are contained in the Master Policy 9907-36-46, which can be obtained from the Policyholder: BankNewport, as Trustee for G.A.R.D. Trust for the account of: participating financial institution: FloridaCentral Credit Union.

Answers to specific questions can be obtained by writing the Plan Administrator:

International Marketing & Administration Company (IMAC)
c/o My Rewards, LLC, P.O. Box 2600, Wilmington, NC 28402
PHONE NUMBER 855-341-7667
Email Address claims@myrewards.net



Plan Underwritten By

Federal Insurance Company
a member insurer of the
Chubb Group of Insurance Companies
15 Mountain View Road, P.O. Box 1615
Warren, NJ 07061-1615

VII. 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	Aggregate Limit of Liability
Plan Type:	Multi-Line Coverage
Coverage Type:	Primary Insured Person Only
Mobile Device	\$500 per Claim;
Protection:	2 Claims Maximum per 12 Month Period;
Deductible:	\$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 replacement Cellular Wireless Telephone.

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 855-341-7667 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 VIII(3)(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 VIII(3)(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 VIII(3)(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 VIII(3)(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 VIII(3)(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.

***Indemnified 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 VIII(4) 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

3. 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 MEMBER 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 855-341-7667 or sending an email to VIP@floridacentraldebitrewards.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 NON-INFRINGEMENT. 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 855-341-7667. 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.

XIII. FREQUENTLY ASKED QUESTIONS. We may provide Frequently Asked Questions ("FAQs") for reference on www.floridacentraldebitrewards.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.