

CardCash™ Program

(Effective November 1, 2013)

CardCash™ is a cash-back award program provided through Citizens Bank to accountholders with debit cards. As an accountholder with a debit card, you may earn cash by making "Qualifying Purchases" with your debit card. Upon enrolling in the CardCash™ program, you must meet a minimum dollar amount of purchases using your debit card to receive cash. "Qualifying Purchases" means purchases identified as signature or credit, meaning purchases for which you are required to sign, Internet purchases, phone or mail order purchases, bill payments, or small dollar purchases for which you are not required to sign. Qualifying Purchases do not include purchases made by your Debit Card that are authorized with a Personal Identification Number ("PIN") or processed by a PIN network. As a result, you would need to request a merchant to process a Debit Card purchase as a "credit" transaction and not as a "PIN" transaction.

To receive a cash-back award, you must conduct a minimum amount of \$499.99 in Qualifying Purchases with your Debit Card in each calendar month in which these Qualifying Purchase transactions must post, clear, and settle between 12:00 AM of the first day of the calendar month and 11:59 PM of the last day of the calendar month. This period of time is called the "earnings period." You will receive your total cash-back reward for the earnings period as a deposit into your checking account within 30 days from the last day of the calendar month of that earnings period. The amount and range of eligible cash-back depends on the dollar amount of purchases during the earnings period within each tier, as follows:

<u>Dollar Amount of Qualifying Purchases During Earnings Period</u>	<u>Earned Cash-Back During Earnings Period</u>
\$500.00 - \$999.99	0.50% Of Dollar Amount Of Purchases
\$1,000.00 - \$1,499.99	0.75% Of Dollar Amount Of Purchases
\$1,500.00 - \$2,500.00	1.00% Of Dollar Amount Of Purchases
\$2,500.01 And Above	None

Therefore, cash-back award will be paid only on that portion of your qualifying purchases within the specified tier. For example, if you make qualifying purchases with your debit card in an amount of \$1200.00 that post, clear, and settle within an earnings period, you will receive cash-back of \$2.50 on \$499.99 of qualifying purchases and \$1.50 on \$200 of qualifying purchases for a total cash-back of \$4.00 for that earnings period. The maximum amount of cash-back you can receive for any earnings period is \$16.25.

You will note that cash-back is not provided on any amounts of your total qualifying purchases that exceed \$2500 during an earnings period. There is no limit to the number of Qualifying Purchases made by your Debit Card. You must have access to a computer with Internet connectivity to review and track your Debit Card activity and Qualifying Purchases.

Please review the *CardCash™ Terms & Conditions* below for more important information of the Debit Card and the CardCash™ program, including features, eligibility, limitations, requirements, and cancellations. We urge you to contact us if you have any questions about the Debit Card or CardCash™ program (a toll free telephone number is available at 1-866-666-2195). Your enrollment into the CardCash™ cash-back award program indicates you agree to the *CardCash™ Terms & Conditions*. For more important information on the CardCash™ program, see CardCash™ Terms & Conditions below.

CardCash™ Terms & Conditions:

CardCash™ is a cash back debit award provided by Citizens Bank (hereinafter referred to as "we", "us", or "company") to account holders ("you") with debit cards. As an account holder with a debit card, you may earn cash by making Qualifying Purchases with your debit card. Accrued cash is automatically redeemed monthly for a cash back credit. As used herein, the term "CardCash™ Reward Date" is defined as the day on which your accrued CardCash™ earnings are processed for payment; this date is located on your account page and is established by your financial institution. As a member of the Program, you are agreeing to be bound by the following Program Terms and Conditions:

1. Eligibility

1.1 To be eligible for CardCash™, you must have a checking account with a debit card at the sponsoring financial institution. Your debit card and the deposit account which is accessed by such card must be in an active status or in good standing in order to participate in the program and for you to be able to receive accumulated CardCash™ Earnings. Your financial institution reserves the right to determine, at its sole discretion, whether a particular debit card or cardholder is eligible to participate and redeem cash in the program.

2. Enrollment and Fees

2.1 As a checking account holder with a debit card you are eligible to enroll in the program benefit and will be provided a Program account ("CardCash™ Account"). Your non-PIN debit card purchases will begin to qualify immediately upon enrollment in the program. For each debit card linked to a checking account, cash back is accrued and automatically issued within 30 days of your Cash Back Reward Date. Two or more debit cards may be linked to a single CardCash™ account as long as they access the same checking account.

2.2 Once you have provided a valid email address, you will be able to access www.CardCash.us using your CardCash™ user ID and password. At this website you will be able to track your CardCash™ Account card activity and Qualifying Purchases. It is your responsibility to keep any password safe and known only to you because you are responsible for all activity in your CardCash™ Account.

3. Qualifying Purchases

3.1 Only Qualifying Purchases made with your debit card can earn cash back. As used herein, the term "Qualifying Purchases" means purchases identified as signature or credit by your financial institution; such transactions may include purchases for which you are required to sign, Internet purchases, phone or mail order purchases, bill payments, or small dollar purchases for which you are not required to sign. Qualifying purchases must be made with your enrolled debit card and cannot be authorized with a Personal Identification Number ("PIN") or processed by a PIN network. In addition, cash transactions, payments made for payment instruments that can readily be converted to cash (for example, travelers checks, money order, wire transfers, and similar products or services), purchases of casino gaming chips, balance transfers, ATM transactions, convenience checks, and payments made for pre-paid and reloadable cards may not be eligible to earn cash back. Your financial institution reserves the right to determine, at its sole discretion, whether a particular transaction is a qualifying purchase to count towards your minimum spend threshold and/or earn cash back. You must exceed your minimum spend threshold of \$499.99 in non-PIN debit card purchases each month to begin qualifying for your cash back. As used herein, the term "minimum spend threshold" is defined as the total dollar amount that must be spent during each earnings period before cash back accrual begins. As used herein, the term "earnings period" is defined as the cycle period during which monthly spend thresholds post, clear, and settle in the calendar month and monthly earnings are calculated; the dates of your earnings period can be located on your CardCash™ My Account page or obtained by contacting support@cardcash.us or your financial institution.

3.2 Qualifying Purchases reported in a given period, across all merchants and billers, qualify towards reaching a specific monthly spend threshold and corresponding cash back to you, subject to the terms and conditions of this Agreement. Only Qualifying Purchases, as defined herein, are eligible to receive cash back. Only Qualifying Purchases (generally, purchases made without using your PIN) above the \$499.99 purchase minimum will qualify toward earning the cash-back reward. As used herein the term "reported" is defined as the submission of transactions by your financial institution for cash back calculation. Your financial institution determines the method by which transactions are identified for inclusion in the reporting period.

4. Cash Back

4.1 Once enrolled, transactions will be accumulated at the end of each monthly earnings period and calculated based on the total spent for the earnings period less the minimum spend threshold. Your minimum spend threshold will reset at the end of each earnings period. Qualified purchases will earn cash back as follows per earnings period: 0.50% on qualified monthly purchases totaling \$500.00 - \$999.99, 0.75% on qualified monthly purchases totaling \$1,000.00 - \$1,499.99, 1.00% on qualified monthly purchases totaling \$1,500.00 - \$2,500.00, 0.00% on qualified monthly purchases totaling \$2,500.01 and higher. Maximum of up to \$16.25 monthly cash back earning applies. Within 30 days of your Cash Back Reward Date and after all qualified debit card transactions are processed, your CardCash™ Earnings will be automatically credited to your checking account. If your checking account has been closed, all cash back rewards will be forfeited.

4.2 Returns, credits, or charge backs may result in a deduction of the cash back earned for the original purchase and may reduce the pending cash back posted to the CardCash™ Account. Any returns or credits applied on the earnings period following when a purchase was made will impact the cash earned calculation for the earnings period when the credit/return was applied to your deposit account.

4.3 You can verify your CardCash™ Account pending cash-back amount, and cash-back earnings history, as well as Qualifying Purchases activity at any time online at the Program website. Qualifying Purchases may not appear on the Program website up to thirty business days after the purchase posts to your checking account. In most cases, the posting date of the purchase will not be the same as the date when the purchase was made. Depending on the merchant it may take several days or longer for a purchase to post to your deposit account. Some Qualifying Purchases, such as online purchases or transactions made outside the United States, may take longer to be posted. A transaction must post and clear to your account within the monthly earnings period in order to qualify.

4.4 At the end of every monthly earnings period your Qualifying Purchases amount will be reset to zero (\$0.00), and a new earnings period will begin. Your Qualifying Purchases for the new earnings period alone, less the minimum spend threshold, will determine the corresponding cash earned during that earnings period.

4.5 You can earn up to \$16.25 cash back per monthly reward period from the date of enrollment. As used herein, the term "reward period" is defined as a period beginning with your CardCash™ enrollment and ending with your CardCash™ Reward Date. The cap resets and a new reward period begins the day following your CardCash™ Reward Date.

4.6 Cash back will not be issued in any form prior to your CardCash™ Reward Date. The pending cash-back balance displayed on the Program website cannot be bought, sold, encumbered, transferred, assigned or extended in any manner whatsoever (including upon death, as part of a domestic relations matter or otherwise by operation of law).

5. Canceling Program Participation

5.1 We reserve the right to disqualify you from participation in the Program and to invalidate all or a portion of your pending cash back balance in your CardCash™ Account based on any abuse or fraud relating to the accrual or crediting of pending cash back, and/or any violation of the Program Terms and Conditions (including any attempt to sell, exchange, encumber or transfer pending cash back). In addition, any pending cash back shall be permanently forfeited upon your death or when the debit card or associated deposit account has been closed (except when another debit card has been reissued as a replacement). We reserve the right, in our sole discretion, to determine whether termination is appropriate. These rights are in addition to any other legal or equitable remedy that may be available to Company under applicable law.

5.2 If your financial institution decides to terminate the CardCash™ Account program, then you will no longer be entitled to the benefits of Section 4, Cash Back.

6. Customer Service

6.1 If you have a problem or question regarding whether you earned cash back from a particular Qualifying Purchase, whether a cash back credit was properly calculated, about the status of your cash back credit, or any other question regarding the Program, you can visit the Program website, email us at support@CardCash.us, or contact your financial institution.

6.2 To maintain the right to dispute your CardCash™ Earnings calculation, you are solely responsible for reviewing the CardCash™ Account credit displayed on your monthly CardCash™ Account eStatement and notifying us of any suspected or actual error on your account statement relating to the cash back posted to your deposit account within sixty (60) days of the statement date.

6.3 We will use reasonable efforts to investigate and correct reported errors or mistakes, subject to the limitations set forth in these Program Terms and Conditions. We may require you to provide written confirmation of the alleged error or mistake. If we do not receive the requested written confirmation at the address we provide you within the timeframe requested by us, we may at our sole discretion determine not to correct the alleged error or mistake. If we complete our investigation of the alleged error or mistake and notify you of our determination, we have no further responsibilities related to this issue beyond correcting the error if one is found. All questions or disputes regarding the Program, including eligibility and earning cash back will be resolved by us in our sole discretion.

7. Communications with Program Participants

7.1 We may communicate with you regarding any matter related to the Program by mail, by telephone or by electronic communications. If you use the Program website, we may make electronic communications to you, including electronic mail and/or electronic postings to the Program website. All electronic communications from us to you shall be deemed to be communications "in writing" and deemed delivered to you no later than the date actually received or five (5) days from the date of posting or dissemination, whichever is the earlier date. You may update your contact information by visiting the Program website and updating your CardCash™ Account profile or by emailing Customer Service.

8. Changes to the Program

8.1 We reserve the right to modify the Program Terms and Conditions (including, without limitation, changing the accrual rate of cash back for Qualifying Purchases, changing the terms on which cash back is forfeited, etc.), with or without prior notice to you. We also reserve the right to terminate the Program or your participation in the Program at any time without compensation and with or without prior notice to you. If notice is provided, any such modifications to or termination of the Program shall become effective on the date as stated in the notice.

9. Disclaimers and Limitations

9.1 We are not responsible for any disputes between or involving joint or linked cardholders or authorized users relating to the cash back credited to the deposit account.

9.2 You hereby release us and all parties associated with the Program harmless from any claim, liability or damage relating to the Program or your use of the cash back. Any offer under this Program is void where prohibited by law. Notwithstanding anything in these Terms and Conditions to the contrary, we and any of our service providers shall have no liability to you in connection with the Program.

9.3 Should events beyond our control, such as, but not limited to, computer equipment or electronic data processing failure, strikes, acts of God, or the threat of, or actual civil disturbance, terrorism, epidemic or war, affect our ability to perform its obligations under the Program, we may suspend or terminate the Program.

9.4 If any term, provision or feature of the Program shall be found to be void or contrary to federal, state or local law, such term, feature or provision shall be deemed to be severable from the other terms, provisions and features hereof, but only to the extent necessary to bring the Program within the requirements of the specific federal, state or local law, and the remainder of the Program shall be given effect as if the severed term herein had not been included. You may only participate in the Program to the extent permitted by applicable law.

9.5 You agree that in the case of any ambiguity, uncertainty, or dispute, we will have the right to determine the meaning and applicability of any of the Terms and Conditions of this Program, so long as its determination is a reasonable one, notwithstanding that other determinations might be equally or more reasonable, and notwithstanding that its determination is favorable to us.

10. Privacy.

The security of your personal information is always a priority at Company. We work hard to help ensure your account information stays secure. All information collected in connection with the Program is subject to the Company Privacy Policy. To learn more about this Policy, please visit www.CardCash.us.

11. Governing Law; Arbitration.

This Agreement, and the respective rights and obligations of the parties hereunder, shall be governed by, and construed in accordance with, the laws of the State of Tennessee. If there is any dispute between you and the Company, either of us may elect to have it resolved by proceeding in small claims court or by binding arbitration administered by the National Arbitration Forum, or the American Arbitration Association, under their rules for consumer arbitrations. All disputes in arbitration will be handled just between the named parties, and not on any representative or class basis. YOU ACKNOWLEDGE THAT THIS MEANS THAT YOU MAY NOT HAVE ACCESS TO A COURT OR JURY. The terms of this Section shall survive any termination, cancellation or expiration of this Agreement.

12. Viruses; Destruction of the Site; Technical Issues.

By participating on the Program and accessing the related websites, you agree to not upload, post, e-mail or otherwise send or transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment. You also agree to not interfere with the servers or networks connected to the Company or to disobey any requirements, procedures, policies or regulations of networks connected to the Company. ANY ATTEMPT BY A USER TO DELIBERATELY DAMAGE A COMPANY SITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF A COMPANY SITE IS A VIOLATION OF CRIMINAL AND CIVIL LAWS; IF SUCH AN ATTEMPT IS MADE, COMPANY RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM THE USER TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. Company assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect your computer equipment or other property due to your access to, use of, or browsing in a Company website, or your ability to download any materials, data, text, images, video or audio from a Company website. By utilizing the Program, you acknowledge that technical processing and transmission of financial information, including the information you enter, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices. THE COMPANY MAKES NO WARRANTY THAT THE FUNCTIONS OF THE COMPANY SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR THAT ANY ERRORS ON THIS SITE WILL BE CORRECTED. THE COMPANY ASSUMES NO RESPONSIBILITY FOR (1) ANY PROBLEMS RELATING TO TECHNICAL MALFUNCTION OR DELAYS OF TELEPHONE NETWORKS OR LINES, COMPUTER ON-LINE SYSTEMS, SERVERS, PROVIDERS, COMPUTER EQUIPMENT, OR SOFTWARE, (2) FAILURE OF ANY E-MAIL TO BE RECEIVED DUE TO TECHNICAL PROBLEMS OR TRAFFIC CONGESTION OF THE INTERNET, COMPANY SITES, OR ANY COMBINATION THEREOF, AND/OR FOR (3) ANY INJURY OR DAMAGE TO USERS COMPUTERS OR ANY OTHER COMPUTER RESULTING FROM DOWNLOADING ANY MATERIALS RELATING TO THIS SITE. Earnings Period & Rewards Period refer to calendar month (example – August 1st to August 31st)

ALL FIELDS MUST BE COMPLETED. Please print clearly, and return to Bookkeeping!

Primary Account Holder Name

Address

Checking Account Number

Email Address



MUST provide a valid email address to access your online account

Date ____/____/____