Greater Texas Federal Credit Union Cash Back Program Terms and Conditions

General:

A "Cardholder" (or "you" or "your") means an individual who has requested and received a Greater Texas Federal Credit Union Visa Credit Card ("Card"). All eligible Cards will be automatically enrolled in the Cash Back Program ("Program"). By participating in this Program, you (as a Cardholder) agree to these Terms and Conditions and any changes, additions, or deletions made to them in accordance with applicable law. Greater Texas Federal Credit Union ("GTFCU," or the "Credit Union," "us," or "we") issues and administers all Cards.

The Program allows Cardholders to earn cash back when they use their Cards for qualified transactions ("Cash Back Rewards"). Cash earned through the Program will be added to the Cardholder's total redeemable cash balance and will be distributed or redeemable as described below.

GTFCU's engages with third-party service providers to provide credit card services, including services in support of the Program. These service providers work on our behalf. These Terms and Conditions and your participation in the Program are also subject to other agreements you may have with us (for example, Cardholder agreements). To the extent these Terms and Conditions conflict with any other applicable agreements you have with us, these Terms and Conditions will control, to the extent the controlling provision of these Terms and Conditions is not inconsistent with applicable law.

You (and any other beneficiary of the Program) agree that GTFCU will not be liable for, and you release, discharge, and hold us, our third party service providers, and anyone acting on our behalf, harmless from any and all claims of any sort, type, kind, or nature that you may have against us, arising out of or in any way relating to your participation in the Program or the Cash Back Rewards, including but not limited to, claims for or due to personal injury, property damage, accident, sickness, delay, cancellation, postponement, inconvenience, penalty, refund, or other irregularities or damages that may occur or that may be caused by us, any service provider, or any person not under our direct supervision and control.

Neither we nor our third-party service providers are responsible for inaccuracies in rewards accrual due to computer error, late or incorrect data submissions, any loss of rewards incurred that may arise in connection with the use of these services, or the performance by any service provider, merchant, or common carrier.

This Program is void where prohibited by federal, state, or local law. GTFCU reserves the right to implement, interpret, and amend Program rules and policies at any time. We will be the final authority on Program eligibility, Cash Back Rewards (including qualified transactions and the accrual and redemption of Cash Back Rewards), and all other Program attributes. We will not be responsible for errors or omissions in any Program document. We reserve the right to disqualify Cardholders from participation in the Program for any reason to the extent permitted by applicable law, including, to the extent so permitted, for violations of Program rules or policies. To the fullest

extent permitted by law, we also reserve the right to alter, change, or terminate the Program at any time, with or without notice.

Determination and payment of any tax liability related to this Program, including any tax liability arising out of or otherwise associated with a Cardholder's receipt of Cash Back Rewards, are the responsibility of the Cardholder.

The Program is offered with no additional fee.

Enrollment:

All eligible Cards will be automatically enrolled in the Program. You agree and accept the terms and conditions of the Program by using your Card, which also constitutes enrollment in the Program.

Cash Back Rewards will be earned beginning with the first qualifying purchase transaction made with the Cardholder's Card. Accruals will begin on the Program start date as determined by the Credit Union. No retroactive accruals will apply.

Cash Back Rewards are earned when a Cardholder uses a Card for qualified transactions. Cash Back Rewards are not earned for fees, finance charges, balance transfers, convenience checks, PIN-based purchases or transactions, or cash or credit transactions of any other kind. Cash Back Rewards accrue daily and the amount of earned Cash Back Rewards on your card will appear as a statement message on your monthly account statement.

To the fullest extent permitted by law, we reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Program (or any part thereof), with or without notice. You can review the most current version of these Terms and Conditions at any time by visiting our website. In addition, you shall be subject to any posted disclosures, rules, or policies applicable to the Program that may be posted on our website or otherwise provided to you.

No Bonus:

There is no bonus option offered for participating or being enrolled in the Program, or for creating a new account, or spending a set dollar amount.

Program Calculation:

You will receive one percent (1%) cash back as a straight rebate for all transactions made using your Card for qualified transactions.

Redemption:

Your Cash Back Rewards will not expire.

You may redeem Cash Back Rewards on demand for the full or partial amount of the Cash Back Rewards you have accrued (with a \$5 minimum required for redemption) by submitting a request through the redemption portal. In such case, you may direct the Credit Union to apply all or any portion of your accrued Cash Back Rewards balance to your account as either a statement credit, or as a deposit to your checking or savings account.

Additional terms apply as set forth below and on the Cash Back Mall website.

Statement Message:

You will receive information about your Cash Back Rewards activity on your monthly statement. This information will include the following: Beginning Cash Back Balance, Cash Back Earned this Month, Cash Back Redeemed, and Ending Cash Back Balance.

Additional Terms:

- 1. All Cards will be automatically enrolled in the Program.
- 2. Cardholders must have an active status to accrue Cash Back Rewards.
- 3. Dollars awarded through shopping at the Cash Back Mall will be subject to reversal based on return of sales.
- 4. You may receive direct mail and email promotions as well as other marketing promotions material on behalf of the Cash Back Mall from our third-party service providers.
- 5. Earned Cash Back Rewards will be redeemable only for accounts that are open and in good standing (not past due, fraudulent, over limit, restricted or part of any bankruptcy settlement). If your account is closed, for a reason other than the Card being lost or stolen, all accrued Cash Back Rewards will be forfeited automatically and permanently.

Cash Back Mall:

- 1. Additional cash earnings are calculated on card transactions as defined by the various Cash Back Mall merchant partner offers, and may exclude applicable shipping, tips and taxes.
- 2. Program merchants, offers, and bonus reward earning levels can change or be added or deleted at any time, without notice. Visit the Cash Back Mall website regularly for up-to-date details.
- 3. Cash Back Mall reward earnings are based on net purchases (purchases minus returns) with your Card. Checks used to access your account will not earn rewards in the merchant network program.
- 4. To use Cash Back Rewards in the Cash Back Mall, you must make your purchase(s) using the link from the Cash Back Mall website, which will take you directly to the merchant site.
- 5. Returns, cancellations and exchanges of merchandise are subject to the policy of the retailer from which you made your purchase. If you return or cancel an item, the rewards earned from the original purchase will be deducted from your rewards balance. Likewise, if you exchange merchandise, the rewards earned from the original sale will be deducted from

- your rewards balance because the exchanged for merchandise was not purchased through the Cash Back Mall website. To earn rewards on the exchanged for merchandise under this program, you will need to return the originally purchased merchandise, and once your return is credited to your Card, you can use the Cash Back Mall website to purchase the new merchandise.
- 6. If you believe that you have made purchases that should have resulted in the addition of Cash Back Mall bonus cash to your accumulated bonus balance and you see that the cash have not been reflected within thirty (30) days of your purchase date (or the date the charge appears on your credit card statement), you can contact the third-party service provider under the contact section of "How it Works" on the Cash Back Mall website within sixty days (60) of the date of such purchase. If you wait longer than sixty (60) days, your ability to claim the Cash Back Mall bonus cash will be considered waived. Note: Cash Back Mall bonus cash on travel redemptions will post to your account 30 days after scheduled travel date. The third-party service provider may ask you for documentation of your spending should you contest that the transaction should have resulted in cash earnings.

Merchant Network:

- 1. The Credit Union is not liable for any losses, damages, injuries, costs or disabilities that you may suffer while consuming, using, installing or experiencing any of the products or services offered by Program merchant partners.
- 2. Program merchant partners selected by the Credit Union are committed to providing quality service. However, the Credit Union makes no warranties or representations with respect to the quality or fitness for use of any product or service or the nature or quality of any of the Program merchant partners. Inclusion of a business as a Program merchant partner is not an endorsement of that business by the Credit Union.
- 3. Program merchant partners are solely responsible for the information contained within the websites accessed via the Credit Union or Cash Back Mall website and the Credit Union will have no liability for the content of such sites. Any comments regarding those web sites should be directed to the Program merchant partners that own/manage those sites.