Atlantic Financial Rewards Terms and Conditions

Atlantic Financial Rewards Program ("Program") is a promotional incentive program offered by Atlantic Financial Federal Credit Union ("AFFCU," "Issuer," "we," and "us") residents of the United States. Under the Program, you will earn cash back rewards every time you make a qualifying purchase or engage in a qualifying transaction ("Qualifying Purchase") with an eligible AFFCU credit card that has been enrolled in the Program. You can use these rewards to obtain cash back deposited to your Atlantic Financial FCU account and statement credits (referred to generally as "Rewards"). By participating in the Program, you are agreeing to be bound by the following terms and conditions. In addition to these terms and conditions, your card agreement (the "Card Agreement") with us relating to your use of your AFFCU Visa Platinum Rewards credit card shall also continue to govern your use of the Program. In the event of a conflict between the Card Agreement and these terms and conditions, the Card Agreement will govern (except these terms and conditions shall govern in any matter relating to the Program).

Changes to the Program

We may modify, restrict or change the Program at any time. These changes may include (but are not limited to) changing the cash back percentage you earn for a particular type of activity or merchant category, or the amount you may redeem at a given time; omitting or adding reward levels or categories; changing the selection of Rewards; imposing, increasing or eliminating cash back caps or Program fees; or changing the conditions under which cash back rewards expire or are forfeited. We will notify you of material changes to the Program terms and conditions and, unless you decide to terminate your Program participation, you will be bound by the revised terms and conditions. We also reserve the right to suspend or terminate the Program, or your participation in the Program, at any time without compensation to you.

Eligibility

AFFCU Visa Platinum Rewards credit cards issued in the United States and in good standing may be eligible to participate in the Program. We reserve the right to determine in our sole discretion whether a particular card or cardholder is eligible to participate in the Program.

Enrollment

We have automatically enrolled your AFFCU Visa Platinum Rewards credit card in the Program and established a Program account ("Atlantic Financial Rewards Account") for you. Each card number must be enrolled separately and will be treated as a separate Atlantic Financial Rewards Account, even if two or more card numbers are associated with the same credit card account. If there are multiple cards with the same card number, only one cardholder is required to enroll; all Qualifying Purchases made with cards with the same card number will earn rewards in a single Atlantic Financial Rewards Account. It is your responsibility to keep any password safe and known only to you and to restrict access to any mobile phone number and/or e-mail address registered with the Program. You are responsible for all activity in your Atlantic Financial Rewards Account. There is no cost to you to enroll or participate in the Program. Please be aware that if you elect to participate in any Program services offered via a mobile device, your wireless provider's message and data rates may apply and you are responsible to your wireless provider for any such charges.

Qualifying Purchases

Only Qualifying Purchases with an enrolled AFFCU VISA Platinum Rewards credit card can earn rewards. A "Qualifying Purchase" is any signature-based purchase, Internet purchase, phone or mail order purchase, bill payment, contactless purchase (purchases made by holding your card or other device up to a secure reader instead of swiping your card), or small dollar purchases for which you are not required to sign, made with an enrolled card. PIN-based purchases, purchases you initiate through identification technology that substitutes for a PIN, payments of existing card balances, balance transfers, cash advances, ATM transactions, convenience checks, fees charged by us (for example, annual fees, finance charges, and related service charges, if any apply), payments made for pre-paid and re-loadable cards such as certain gift cards, and similar cards, payments made for payment instruments that can readily be converted to cash (for example, travelers cheques, money orders, wire transfers, and similar products or services), are not Qualifying Purchases. We reserve the right to determine in our sole discretion whether a particular card transaction is a Qualifying Purchase.

Rewards

Once enrollment is completed, you will start earning cash back rewards for the Qualifying Purchases made with your enrolled Visa card based on the actual purchase amount, including tax. AFFCU Platinum Rewards Visa - You will earn one and a half percent (1.5%) cash back on a Qualifying Purchase made with your enrolled card. Purchase amounts, including tax, will be rounded to the nearest whole dollar amount to determine the value of rewards to be posted to your Atlantic Financial Rewards Account. If you make a Qualifying Purchase in part with your enrolled card and in part with another form of payment (known as a "split-tender" transaction), you will earn cash back rewards only for the amount you pay with your enrolled card. When making an in-store purchase (at a store, restaurant, or other merchant location) with your enrolled card and presented with a choice of "credit" or "debit/ATM" choose "credit" to ensure that you will be asked to sign for your purchase and earn Atlantic Financial Rewards for Qualifying Purchases. Any returns, credits, or chargebacks earn "negative" rewards and such "negative" rewards will reduce the total cash back posted to the Atlantic Financial Rewards Account. If at any time an enrolled Atlantic Financial Rewards card account is not in good standing, Qualifying Purchases you make while the card is not in good standing will not accrue any cash back rewards. Occasionally, AFFCU may authorize an adjustment to your Atlantic Financial Rewards balance. These adjustments can be positive or negative. Details on adjustments can be found on the Atlantic Financial Rewards Program website or by speaking with Atlantic Financial Rewards customer service. Rewards have no cash or other value, except to obtain Rewards as set forth below. You may not purchase rewards or transfer rewards from one Atlantic Financial Rewards Account to another Atlantic Financial Rewards Account, even if both are owned by you. You also may not transfer or sell your Atlantic Financial Rewards Account.

Rewards Activity/Redemption/Expiration/Forfeiture

You can view your Atlantic Financial Rewards Account balance and cash back earnings and redemption activity at any time online at <u>www.AFFCU.org/creditcardrewards</u>. You can also call 1-800-425-4325 for such information. It may take up to two weeks for some of your Qualifying Purchases to post to your Atlantic Financial Rewards Account. Some Qualifying Purchases, for example online purchases, or foreign transactions, and bonus rewards, may take longer to be posted. Rewards are redeemed on a

"next to expire" basis, such that rewards nearest to expiration will be the first rewards redeemed over the life of your Atlantic Financial Rewards Account. Once a redemption order is placed, your Atlantic Financial Rewards Account will be reduced by the cash back amount used to acquire the Reward. If your Reward order is cancelled or the Reward item becomes unavailable (and there is no substitute Reward available) your cash back will be reinstated and you will be notified of the cancelled Reward order. Atlantic Financial Rewards Expiration timeframes: AFFCU Visa Platinum Rewards - All unredeemed cash back will expire at the end of the 60th month from the month (or 5 years) in which they were posted to your Atlantic Financial Rewards Account. Your positive cash back balance will be forfeited if your card account is closed by you or by us, or if your Atlantic Financial Rewards Account is terminated by you or by us (we will determine in our sole discretion what is a closed account or a terminated Atlantic Financial Rewards Account for this purpose). You may not be provided with notice of expiration or forfeiture of cash back rewards. You are not entitled to compensation from us, or from any other entity, when your rewards expire or if they are forfeited for any reason.

Rewards/Shipping

To redeem cash back rewards in your Atlantic Financial Rewards Account, go to the Program website at www.AFFCU.org/creditcardrewards or call 1-800-425-4325. You can only acquire Rewards to the extent that you have the required number of rewards in your Atlantic Financial Rewards Account. You cannot combine rewards in one Atlantic Financial Rewards Account with rewards in another Atlantic Financial Rewards Account. All Rewards are subject to availability and have no cash value. Each Reward will be subject to terms and conditions specific to the Reward that will be provided to you in conjunction with the Reward. These terms and conditions may address such matters as the expiration date of the Reward; anticipated shipping time for the Reward; the purchase or other requirements to obtain or use the Reward; any warranties for the Reward; or any other limitations or restrictions on obtaining, retaining or using the Reward. Neither we nor BreakAway Loyalty is liable to you if a Reward expires prior to your use of the Reward. An expired Reward will no longer be available for use or redemption. Certain Rewards (such as statement credits) may require you to make a purchase at a merchant or take certain other action within a specified time period in order to obtain the Reward. The amount of rewards required to obtain these Rewards will be deducted at the time of your redemption request and will be refunded to your Atlantic Financial Rewards Account in the event that you fail to make the purchase or take the other specified action within the required time period. Refer to the Reward's terms and conditions for details. To review reward redemption options, as well as the number of thresholds necessary to obtain the Reward, go to the Program website at www.AFFCU.org/creditcardrewards or call 1-800-423-4325.

Communications with Program Participants

We may communicate with you regarding any matter related to the Program via mail, via telephone or via electronic communications. If you use the Program website, we may make electronic communications to you, including electronic mail and/or postings to the Program website in the Message Center. All electronic communications from us are deemed to be communications "in writing" and are deemed to be delivered no later than the earlier of the date actually received (or five days from the date of posting or dissemination). You may update your contact information by visiting www.AFFCU.org/Rewards and updating your Atlantic Financial Rewards Account profile or by calling 1-800-423-4325. To access information electronically, you need a Windows or Mac-compatible computer,

Internet access with a JavaScript enabled browser with 128-bit encryption (such as Microsoft Internet Explorer v. 9.0 or later or another compatible browser) and an e-mail account. To retain copies of electronic communications, you need a printer attached to your computer or sufficient storage space on your disk drive to save an electronic copy. Additionally, you must have a password to access your information electronically or to conduct any activity online regarding your Atlantic Financial Rewards Account on the Program website. If you would like to request a paper copy of these terms and conditions, or to withdraw your consent to receive electronic communications, contact the Program Administrator by telephone at 1-866-243-4974 or by U.S. mail at Atlantic Financial Rewards, 40 Schilling Road, Hunt Valley, MD 21031. If you use the Program website, we are not obligated to provide any additional hard copy communications to you (other than these terms and conditions). We also reserve the right at our option to terminate your participation in the Program if you withdraw your consent to receive electronic communications regarding the Program. At your option, you may choose to receive information of a promotional nature about the Program. If you would like to change your consent to receive these promotions, please visit www.AFFCU.org/Rewards or call 1-800-423-4325 to update your Atlantic Financial Rewards Account profile. In addition, by enrolling in the Program, you authorize us and BreakAway Loyalty to use information related to your Program participation and your Atlantic Financial Rewards Account (and information provided by you to participate in the Program) to customize your Program experience. This may include communicating special offers and featured Rewards, and customizing the promotional information (if you choose to receive such promotions). Although features and applications permitting Program participation via mobile devices are not currently available, these convenient features may be available in the future. Such features and applications may include alerts and promotional offers provided via SMS or a downloadable application. If and when these features and applications are available, they will be subject to additional terms and conditions and minimum hardware, software and service requirements, which will be communicated to you prior to use. For example, to participate in an SMS-based service, you must maintain, at your own cost, a mobile device capable of sending and receiving text messages. Message and data rates may apply to each text message sent and received in connection with the feature. Please see your wireless provider to review your wireless plan details.

Canceling Program Participation

You may cancel your participation in the Program at any time by visiting the Program website at <u>www.AFFCU.org/creditcardrewards</u> or calling 1-800-423-4325. The positive rewards balance in your Atlantic Financial Rewards Account will be forfeited and cannot be transferred to another Atlantic Financial Rewards Account. Any negative rewards balance in your Atlantic Financial Rewards Account will carry over to any other Atlantic Financial Rewards Account set up later with the same card.

Lost, Stolen or Damaged Cards

You will not lose the rewards in your Atlantic Financial Rewards Account if your enrolled Atlantic Financial Rewards Bank card is lost, stolen or damaged and we provide a replacement card, even if such replacement card has a different card number. If your Atlantic Financial Rewards Bank card is lost or stolen, first call us at the telephone number provided in the Card Agreement, or call Atlantic Financial Federal Credit Union directly at 1-800-505-7476, to report the loss or theft. When your replacement card is reissued, your Atlantic Financial Rewards Account will automatically be linked to that new card.

Member Service

If you have a problem or question regarding whether you earned cash back rewards from a particular Qualifying Purchase, or want to know whether a Reward was properly redeemed or the status of your redemption order, or want to ask any other question regarding the Program, you can reach the Program Administrator at www.AFFCU.org/Rewards, via telephone at 1-800-423-4325, or U.S. mail at 40 Schilling Road, Hunt Valley, MD 21031. If you contact us regarding an error or mistake with respect to your Atlantic Financial Rewards Account, we will use reasonable efforts to investigate and correct the error or mistake, subject to the limitations set forth in these terms and conditions. In any event, you must notify us within 60 days of the posting date (or the date of the alleged error or mistake) in order for us to undertake an investigation of the matter. 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 and within the time frame requested by us, we may in 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 should you later reassert the same alleged error or mistake. All questions or disputes regarding the Program, including eligibility, earning rewards, or redemption of cash back rewards, will be resolved by us in our sole discretion.

Disclaimers and Limitations

Neither we nor BreakAway Loyalty are responsible for any disputes between or involving joint cardholders or authorized users relating to rewards, redemption for Rewards, or use of Rewards. Rewards are provided by a variety of merchants. We and our service providers, including BreakAway Loyalty, are not responsible to you for the quality or performance of the Rewards or the products or merchandise purchased or obtained with the Rewards. You may be subject to additional terms and conditions, warranties or other requirements of the merchant, manufacturer or other Rewards provider. Neither we nor BreakAway Loyalty make any guarantee, warranty or representation of any kind, express or implied, with respect to the Rewards, including (but not limited to) warranties of merchantability or fitness for a particular purpose. We and BreakAway Loyalty are not liable for any injury, damage or loss to person or property or any expense, accident or inconvenience that may arise from the use of the rewards, or the use of the Rewards or products or merchandise purchased or obtained with the Rewards, or otherwise in connection with the Program. Further, we and BreakAway Loyalty are not responsible for merchants, manufacturers or other Rewards providers that discontinue or cancel a Reward due to bankruptcy or for any other reason. Neither we nor BreakAway Loyalty makes any representation or endorsement of any Reward, merchant or other provider of a Reward in connection with the Program. You hereby release and hold us, BreakAway Loyalty and all parties associated with the Program harmless from any claim, liability or damage relating to the Program or your use of the Rewards. Any Reward offered under this Program is void where prohibited by law. Notwithstanding anything in these terms and conditions to the contrary, we, BreakAway Loyalty and any of their service providers shall have no liability to you in connection with the Program.

Privacy

All information collected about you in connection with the Program is subject to our privacy policy, a copy of which you can get from us at www.AFFCU.org.