

## Terms and Conditions:

### Hancock Whitney Points Plus Rewards Program for Business Clients:

Hancock Whitney Visa® Business credit cards are issued by Hancock Whitney Bank (“Bank”), and Hancock Whitney Bank owns all business credit card accounts and also sponsors any related rewards programs.

These Terms and Conditions (this “Agreement”, as it may be modified from time to time), govern your participation in the Bank’s Points Plus Rewards Program (the "Rewards Program"), which Bank, as defined above, (sometimes hereinafter referred to as "we " or "us") offers to a business (“you” or “Accountholder” or “Business Accountholder” or Business Credit Card Accountholder”), which is liable for repayment of a Bank’s Visa Business Credit Card Account that was issued to the business by us (“Credit Card Account”). Pursuant to the Credit Card Account agreement you have entered into with Bank, you may from time to time request Bank to issue a Visa business credit card to your employees or authorized agents (each referred to herein as a “Credit Card Accountholder”) to make charges against your Credit Card Account. By participating in the Rewards Program, you will earn Points Plus Rewards Points (“Points”) when you make Eligible Credit Card Transactions (as defined below) using your Credit Card Account, which will accumulate in your Points Plus Rewards Account (“Points Account”). You can then redeem your Points for rewards (“Rewards”). We may revise or terminate the Rewards Program or any portion thereof 45 days after notifying you. The Rewards Program’s most current Terms and Conditions are available at [www.rewards.hancockwhitney.com](http://www.rewards.hancockwhitney.com). From time to time, we may change or substitute the Rewards that you may select from and/or adjust the number of Points that you must redeem for specific Rewards and/or change the value or worth of a Point without prior notification. All Rewards are subject to availability.

#### **Program Eligibility**

In order to be eligible to participate in the Rewards Program, you must be an Accountholder on a Credit Card Account that is in good standing,<sup>1</sup> and open a Points Account. The Rewards Program is intended for use by businesses (singly, a “Business”) for business purposes only and is not intended for use for consumer or household purposes. The Business which is the Accountholder will determine whether it will accrue and redeem Points for the benefit of the Business or whether it will allow its authorized employees and agents to accrue and redeem Points on their own behalf. The determination by the Business must be made in writing on the form provided by us. We reserve the right to determine in our sole discretion whether a particular Accountholder or Credit Card Account is eligible to participate in the Rewards Program. We will not charge you a fee for participating in the Rewards Program, although some merchants or vendors may assess fees for products or services when you redeem your Points for Rewards.

We may modify, restrict, change or terminate the Rewards Program at any time. These changes may include (but are not limited to) changing the number of points you earn for a particular type of activity or the number of Points you need to reach a particular Reward tier or to redeem a particular Reward; omitting or adding reward levels or categories; changing the selection of Rewards; imposing, increasing or eliminating Points caps or Rewards Program fees; or changing the conditions under which points are forfeited. We will notify you of material changes to Rewards Program terms and conditions and, unless you decide to terminate your Rewards Program participation, you will be bound by the revised terms and

conditions. We also reserve the right to suspend or terminate the Rewards Program (or your participation in the Rewards Program) at any time without compensation to you.

### **Earning Points**

After opening your Points Account, you will earn one Point for each dollar of the amount of any Eligible Credit Card Transaction (as defined below) conducted using a business credit card issued under your Credit Card Account. Points are earned when the related Eligible Credit Card Transaction appears on your Credit Card Account monthly billing statement. We will aggregate your Eligible Credit Card Transactions starting with the beginning of the first complete Credit Card Account billing cycle after you enroll in the Rewards Program.

An "Eligible Credit Card Transaction" for which Points are earned is any signature-based transaction made using your Credit Card Account, net of any returns, credits or adjustments. Purchases that are initiated fraudulently or with a lost, stolen, counterfeit or cancelled card, gaming related purchases, cash access transactions (such as, but not limited to, cash advances, the purchase of travelers' checks, money orders or cashier's checks), cash access transactions designated as purchases and account fees or finance charges, if any, are not Eligible Credit Card Transactions. In addition, PIN-based transactions made using your Credit Card Account are not Eligible Credit Card Transactions. At any time and in our sole discretion, we may change the types of transactions that are Eligible Credit Card Transactions, and we will notify you when we have made any such changes.

The number of Points that you may earn annually from Eligible Credit Card Transactions is unlimited. However, there are restrictions regarding the minimum and maximum number of Points that you may redeem at any one time. (See "Reward Points Redemption," below.)

### **Rewards Points Termination/Cancellation**

Points that you earn will be held in your Points Account until you redeem them. The Points themselves can be used for a variety of rewards as described below, but only after you have taken affirmative steps to redeem the points in accordance with the Rewards Points Redemption section below. However, if we terminate the Rewards Program you must redeem any earned Points in your Points Account within 90 days after the Rewards Program termination date; otherwise, you will forfeit any unredeemed Points in your Points Account. You may obtain information regarding how to cancel your enrollment in the Rewards Program by calling the Bank's Points Plus Customer Service Center at 1-800-381-9046 or by going online to [www.rewards.hancockwhitney.com](http://www.rewards.hancockwhitney.com).

### **Communication 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 to you are deemed to be communications "in writing" and are deemed to be delivered to you no later than the earlier of the date actually received (or five days from the date of posting or dissemination).

If you cancel your enrollment in the Rewards Program, you will immediately forfeit any unredeemed Points in your Points Account. However, you may redeem your Points by requesting a Reward before notifying us of your enrollment cancellation. If your Credit Card Account is inactive (i.e., there are no transactions

conducted for twelve consecutive months) or you or the Bank closes your Credit Card Account for any reason,<sup>2</sup> we will close your Points Account. However, Points you earned previously under the Rewards Program will be held in suspense for 120 days after your Credit Card Account becomes inactive or is closed. During this period, you will not be able to redeem any earned Points in your Points Account. However, if your inactive or closed Account is re-activated within 120 days, Points you earned before your prior Credit Card Account became inactive or was closed will be credited to your new Points Account. If your Credit Card Account remains closed for more than 120 days, we will terminate your enrollment in the Rewards Program and you will forfeit all earned but suspended Points. You may not redeem, exchange or obtain a refund of any type for Points that are lost under these circumstances.

Any credits applied to your Credit Card Account will reduce or eliminate an equivalent number of accumulated Points from your Points Account and may result in a negative Points balance. In the event that such credits are applied to your Credit Card Account after you have redeemed Points for a selected Reward and, as a result, your Points Account balance falls below the amount of Points required for the Reward you selected, we may suspend delivery of the requested Reward, including cancellation of travel reservations. If your Points Account has a negative Points balance, any subsequently earned Points will be applied to reduce the deficit until your Points Account balance is returned to a positive status. If your Credit Card Account show signs of fraud or abuse relating to the earning of Points, we may terminate your participation in the Rewards Program immediately.

#### **Rewards Points Redemption – Hancock Whitney Customer Service Center**

In order for you to earn or redeem Points, your Points Account must be in good standing, which requires, among other things, that your related Credit Card Account must be open and in good standing.<sup>3</sup> The Bank will make all determinations regarding a Point Account holder's standing in our sole discretion. If you fail to pay any monthly minimum payment due on your Credit Card Account on or before the payment due date, you will not be allowed to redeem Points until the Account is brought current, although you will continue to earn Points if you use the Credit Card Account during any period of delinquency. If your Credit Card Account delinquency is not cured within 120 days, we will cancel your enrollment in the Rewards Program.

You may redeem Points two business days after the end of the Credit Card Account billing cycle in which the Eligible Credit Card Transaction occurred for which you earned those Points. You may check your Points Account balance at any time at [www.rewards.hancockwhitney.com](http://www.rewards.hancockwhitney.com) or by calling 1-800-381-9046.

You may redeem Points for Rewards by calling the Bank's Points Plus Customer Service Center at 1-800-381-9046. Our Customer Service Representatives are available to help you redeem Points and answer redemption-related questions from 9:00 a.m. to 9:00 p.m. (EST), Monday through Friday, and 9:00 a.m. to 8:00 p.m. (EST), Saturday and Sunday, excluding federal banking holidays. Subject to some limitations, you may also redeem Points online at [www.rewards.hancockwhitney.com](http://www.rewards.hancockwhitney.com).

Only individuals who are Credit Card Account holders who are authorized by the Business Account holder may redeem Points from your Points Account, subject to our authentication of the Credit Card Account holder's identity. In the event of a joint Credit Card Account, neither we nor our affiliates will be responsible or bear liability for disagreements between the Business Credit Card Account holder and its employees or agents concerning the use of Points accumulated through the Rewards Program.

Points and Rewards are non-negotiable and have no cash value unless and until they are redeemed for Cash Back Rewards. Points and Rewards may not be assigned or pledged to any third party. Points are

redeemed on a “first-in, first-out” basis such that the first points earned will be the first points redeemed over the life of your Credit Card Account. Once a redemption order is placed, your Credit Card Account will be reduced by the number of points used to acquire the Reward.

Points are considered fully redeemed once a Reward is issued. Lost, stolen, or otherwise destroyed Rewards, including tickets, merchandise or other documents, will not be reissued or replaced. No change or credit will be issued for unused portions of Rewards, unless we tell you otherwise. Points and/or Rewards may not be combined with any other discounts, special rates, or promotions, including other promotional or discount programs, unless otherwise indicated at the time you redeem the Points. In addition to information contained herein, in order to redeem Points for Rewards, follow instructions in the Rewards Program materials provided to you from time to time. Allow at least four to six weeks following Points redemption to receive any Reward.

### **Rewards Terms and Conditions**

Credit Card Accountholders may redeem Points for airline tickets, cruise travel, car rental certificates, merchandise retail gift cards, donations to charities, and Cash Back Rewards shown to be available from time to time in the Bank’s Points Plus Rewards Catalog provided to you and available for viewing online when you log on to your Points Plus Account at [www.hancockpointsplus.com](http://www.hancockpointsplus.com). The Rewards Program is governed by these Points Plus Rewards Program Terms and Conditions. Rewards are subject to additional terms and conditions noted herein and contained in the redemption materials. Rewards may not be resold or transferred unless otherwise indicated. See the redemption chart for Reward options.

All Rewards are subject to availability, and specific Rewards may only be available for certain dates. Travel Suppliers (as that term is defined below) may impose fees when you redeem Points for airline tickets. Specific restrictions may apply to certain Travel Rewards, as reflected in other terms and conditions included in Rewards Program communications and in Rewards redemption materials. All travel reservations are made subject to the conditions of carriage, supply or business of the party providing the service, which include exclusions and limitations of liability. These conditions, restrictions and /or limitations may change from time to time.

### **Cash Back Rewards**

You may redeem Points for Cash Back Rewards in one of the following three ways. With respect to any of these ways, the amount of any Cash Back Reward must be in \$25 increments. The minimum amount of each Cash Back Reward is \$25 and the maximum is \$5,000. However, there is no restriction regarding the total amount of Cash Back Rewards that you may redeem annually.

#### **A. Redemption for an Electronic Deposit to a Bank Checking Account**

When you redeem Points for an electronic deposit into one of our Bank’s checking accounts, we will send it to the account you have indicated (either on the redemption confirmation screen if you redeem online or to the account you tell us if you redeem by calling us) within five (5) business days of receiving your redemption request. Please note that if you redeem Points for an electronic deposit into a business account, you may incur fees depending upon the type of business account you indicated and the number of items that were already deposited into that business account in the same month that the redemption deposit is being made into it. If an electronic deposit is rejected by us for any reason, we will void the deposit and reinstate the Cash Back Reward to your Points Account.

## **B. Redemption for a Check**

When you redeem Points for a check, the check will be made payable to the Credit Card Accountholder. If it is a joint Credit Card Account, the check will be payable alternatively to either joint Credit Card Accountholder. (For example, if a joint Credit Card Account is in the names of John Doe and Mary Doe, the check would be payable to John Doe or Mary Doe.) Checks will not be made payable to an authorized user who is not a Credit Card Accountholder. We will mail each check via regular U.S. mail within ten (10) business days of the redemption request to the address where the Credit Card Account monthly billing statement is sent. We are not responsible for lost, stolen, or undelivered checks.

## **C. Redemption for a Statement Credit**

You may also redeem Points for a statement credit, which will be applied to your Credit Card Account's balance within 3 business days after we receive your redemption request. Although statement credits will generally be applied first to your purchase balances, your Credit Card Account may have different types of balances, and those balances may have different interest rates (APRs). Additionally, your Credit Card Account may have interest and fees. We will apply statement credits to your Credit Card Account indebtedness in the order we deem appropriate. If you would like more information about how statement credits will be applied, please contact us at 1-800-448-8812. In any case, you may not use a statement credit to pay a minimum payment due on your Credit Card Account; furthermore, you must continue to pay your Credit Card Account's minimum payments when due, as indicated, on your Credit Card Account's billing statement, even after we have applied your statement credit to your Credit Card Account balance.

## **Redemption for a Charitable Donation**

You may also redeem Points to make a donation to a charity. You would use your Points to purchase a donation gift card. The value of the gift card would then be applied to the participating charity of your choice. Please note that the charities are offered through an agreement that TSYS Loyalty, our Rewards Program administrator, has with a third-party vendor. Neither Bank nor TSYS Loyalty is responsible for the validity of any of the participating charities, nor do we have any control over the use of the donations that are made to such charities. Therefore, we recommend that you perform research on the participating charity in advance of making a donation to that charity, so that you are satisfied with your charity choice. We also make no representation as to whether a donation to any of the participating charities will result in a tax-exempt donation for you. We recommend you consult your tax adviser for the purpose of making that determination. Charities may be listed or delisted from participating in our Points for donation program at any time or from time to time, with or without notice.

## **Airline Rewards**

You may redeem Points for a scheduled ticket on a major airline carrier, provided that the fares, schedules, and the ability to generate a ticket (electronic or paper) are possible through the Global Distribution System ("GDS"). Reservations for tickets exclude the use of charters, wholesalers, consolidators, and any Internet fares that are not published, available through the GDS, and/or available for ticketing through a certified travel agency. Participating air carriers are subject to change. Once you redeem Points for an airline ticket, the transaction cannot be reversed. If changes to an itinerary are later

necessary, you may contact the Points Plus Customer Service Center with your request up to 5 days prior to the travel date. Changes may require additional costs such as airline penalty fees, increased fares, and service fees. Most airlines will not allow traveler name changes. Tickets may be purchased in any individual's name. If the ticket is a paper-based ticket, it will be sent to the mailing address that appears on your monthly Credit Card Account billing statement. Airline ticket Rewards may not be used in conjunction with any type of coupons, vouchers, Internet fares or companion fares. You may elect to have the Points Plus Customer Service Center book non-Rewards airline tickets through a major airline carrier providing that the fares, schedules and ability to generate a ticket are possible through the GDS. We will assess you a service fee at time of booking. Neither Bank nor TSYS Loyalty will be responsible for communication of airline schedule changes. Flight reservations should be re-confirmed by the traveler at least 72 hours prior to departure. All reservations are subject to the conditions of carriage, supply or business of the service provider, which include exclusions and limitations of liability. The traveler is responsible for obtaining the appropriate international travel documentation, such as passports and visas, and should have valid government-issued photo ID upon airport check-in. All travel itineraries and supporting documentation will be sent via e-mail when available; otherwise, paper documents will be sent via first-class mail. When electronic tickets are available, and the traveler selects paper tickets, a service fee in excess of \$100 for issuing the paper ticket will be assessed by the participating airline at time of ticketing. Overnight, Saturday or international ticket deliveries will be subject to additional shipping charges as imposed by the shipping vendor and will be charged to your Credit Card Account at time of reservation. Neither Bank nor TSYS Loyalty will be responsible for the performance of the airline or mail carriers if a paper ticket is issued.

### **Cruise Rewards**

All Cruise Rewards requests must be made at least 30 days prior to the sailing date or the cruise line may impose additional fees. All Cruise Rewards are based on double occupancy for a cabin. At least one Credit Card Account holder sailing must be 21 years of age or older. All Cruise Rewards are non-refundable. You may make changes up to 90 days prior to sailing (120 days for holiday and special event cruises), for which Bank will charge you a \$100 change fee, plus any fees imposed by the cruise line. Changes or cancellations less than 90 days prior to sailing date (120 days for holiday and special event cruises) may result in forfeiture of the Cruise Reward, or additional fees may apply. In addition, if a reservation is not canceled, and you or the recipient is a no-show, the Cruise Reward is void. Neither Bank nor TSYS Loyalty will be responsible for the performance of the cruise line. Participating cruise lines are subject to change at any time without notice.

### **Travel Packages**

You must book all Travel Package Rewards a minimum of 30 days prior to the travel date, or you may be charged additional fees by the Travel Supplier. Travelers must meet the eligibility requirements established by the Travel Supplier. Travel Package Rewards may only be booked through the Points Plus Customer Service Center. Travel Package Rewards that have been booked may not be cancelled and are not eligible for any refund in part or whole. No interim price reductions will be considered or offered once the booking has been completed. After booking, any additional special handling fees may result in the imposition of additional fees by the Travel Supplier. Bookings made less than 30 days prior to a travel date will result in the imposition of a special handling fee per traveler in addition to other fees imposed by the Travel Supplier. Neither Bank nor TSYS Loyalty will be responsible for the performance of any Travel Supplier used in Travel Package Rewards.

Please note that we are not able to facilitate a rebate for applicable Goods and Services Tax (“GST”) or Value Added Tax (“VAT”) if you are booking international accommodations.

Government imposed departure or entry taxes may not be included in ticket taxes. Passengers should be prepared to pay these taxes in cash on location.

Any personal or business tax liability is the responsibility of the Business or authorized employee or agent, as applicable.

### **Merchandise Packages**

You should allow two to four weeks for receipt of Merchandise Rewards, which will be shipped to your Credit Card Account mailing address unless otherwise authorized by Bank. Merchandise Rewards will not be delivered to P.O., A.P.O. or F.P.O. boxes or outside the continental United States. For security reasons, parcel or motor freight couriers may contact you to arrange delivery of Merchandise Rewards. It is your responsibility to respond to the courier in a timely and reasonable manner to facilitate the delivery process. Additional shipping and handling fees for Merchandise Rewards returned to vendor due to your failure to make delivery arrangements are your responsibility.

Merchandise Rewards are provided by independent manufacturers, whose warranties apply to all Merchandise Rewards. Neither Bank nor TSYS Loyalty makes any express or implied representation or warranty and will not be liable for injury, damage, loss or expense resulting from your acceptance or use of a Reward or from a Reward’s defect or failure. TSYS Loyalty and Bank disclaim any implied warranty of merchantability or fitness for a particular purpose. Merchandise Rewards include applicable sales tax and shipping and handling (via first-class mail, ground delivery or motor freight service within the continental U.S.). All Merchandise Reward orders are subject to product availability, and Bank and TSYS Loyalty reserve the right to substitute a Merchandise Reward of equal or greater value. You will be notified if the Merchandise Reward ordered is not available and if/when it will become available. We and TSYS Loyalty reserve the right to alter or substitute any or all Merchandise Rewards at any time without prior notification. Returns are only accepted for merchandise that is damaged, defective or incorrectly shipped. Notification of same must be made within 48 hours of delivery and the Merchandise must be returned within 30 days for credit or shipment of replacement item. If the item is damaged or defective, please contact 1-800-381-9046, between 9:00 a.m. and 6:00 p.m. (EST), Monday through Friday, to report the problem and obtain assistance. Replacement or return of damaged or defective Merchandise Rewards should be arranged through the Points Plus Customer Service Center.

### **Rewards Providers’ Gift Card and Gift Certificate Rewards**

Many Rewards are issued as certificates or gift cards (gift certificates and gift cards are collectively, “Rewards Certificates”) by the Rewards Providers. Rewards Certificates and Rewards Providers are subject to change and may be discontinued without notice. Allow seven to fourteen business days for receipt of Rewards Certificates. Some Rewards Certificates are limited to use within the United States. Rewards Certificates are void if altered or where prohibited by law and may not be combined with any other promotional offers and must be presented and surrendered upon redemption. No photocopies of Rewards Certificates will be honored. Rewards Certificates are valid at participating merchants only through the expiration date printed on the Rewards Certificate. Expiration of Rewards Certificates is subject to the policy of the Rewards Provider. See the individual Rewards Provider for details of specific expiration dates. Fulfillment of the Rewards Certificate is the sole responsibility of the Rewards Provider. Rewards are subject to the terms, conditions and any additional restrictions imposed by the Rewards

Provider, which, in most cases, appear on the Rewards Certificate and on the Points Plus Rewards website at [www.hancockpointsplus.com](http://www.hancockpointsplus.com). Rewards Certificates are not valid toward previous purchases, and cannot be used to pay on existing balances with either the participating merchant or on your Credit Card Account. Rewards Certificates have no cash value and may not be redeemed for cash or its equivalent. If the goods and services you purchase are less than the face value of the Rewards Certificate(s) redeemed, the policy of the Reward Provider will determine whether you will receive credit for the difference. Neither Bank nor TSYS Loyalty are under any obligation to provide credit or cash back. Generally, no credit or cash back will be given. Certain Rewards Certificates may require a minimum purchase. Exceptions and other restrictions will appear on each respective Rewards Certificate or can be viewed on the Rewards website at [www.hancockpointsplus.com](http://www.hancockpointsplus.com).

Rewards Certificates are not refundable, exchangeable or replaceable in the event of loss or destruction, after issuance. Reward Certificates are transferable unless otherwise noted on the Rewards Certificate. Rewards Certificates are void where prohibited by law. Credit Card Account holders who reside outside of the United States may redeem Rewards Certificates, but additional shipping costs will apply. Please contact the Points Plus Customer Service Center for exact costs. Unless otherwise stated on the Rewards Certificate, Rewards Certificates offered do not include any federal, state or local taxes, which are your sole responsibility. Neither Bank nor TSYS Loyalty will be responsible for the problems or defects of any merchandise purchased using a Rewards Certificate or for failure of the Rewards Provider to perform because of bankruptcy, insolvency or any other reason.

For a complete listing of Rewards Certificate and Gift Card Merchant/Provider Disclaimers and Terms and Conditions, please visit the Points Plus Rewards website at [www.rewards.hancockwhitney.com](http://www.rewards.hancockwhitney.com).

### **Car Rentals**

You may redeem Points for Car Rental Rewards. However, you must meet rental car company standard driver and credit qualifications at time and place of rental and will be required to execute a rental agreement at the time of rental. You must be at least 25 years old to rent a vehicle unless specifically approved by rental car provider. Advance reservations are required. "Free" day certificates may not be combined for a longer rental.

Car Rental Rewards do not include taxes, insurance, extra drivers, optional service charges such as refueling or any other fees or charges imposed by the rental location and/or company. You may be provided a certificate or voucher as an instrument securing a rental vehicle, which you must present to the rental car company when you pick up your rental car. Vouchers and certificates are for the purpose of securing car rental services and cannot be replaced if lost, stolen or destroyed. No change or credit will be issued for unused portions of Rewards. Car Rental Rewards are subject to the restrictions and vehicle types listed on the certificate or voucher. Some blackout dates may apply. Additional terms and conditions may be imposed by the respective Rental Car Service Providers and are incorporated herein by reference. Participating car rental companies and award offerings are subject to change without notice.

### **Shipping and Delivery of Rewards**

Unless otherwise indicated at the time of redemption, all Rewards, including Travel Rewards, will be sent to the billing address for your Credit Card Account. Rewards will not be delivered outside the continental U.S. or to a post office box. Express shipping may be available for Rewards upon request, and any related charges will be billed to your Credit Card Account. Travel Rewards may be subject to pre-purchase requirements, length of stay restrictions or Saturday overnight stay requirements, dollar amount caps and



other restrictions. We will charge you a ticket service fee when you redeem Points for airline tickets, which we will bill to your Credit Card Account. In addition, miscellaneous travel charges including, but not limited to, ticket service fees, airport taxes, excess baggage charges, security fees, passenger facility charges, fuel surcharges, gratuities, insurance, and airline or hotel amenities, are your sole responsibility and are not intended to be included as part of the Travel Rewards. For a complete listing of restrictions that may apply to any Travel Rewards, please call 1-800-381-9046.

Neither we, our affiliates, nor the Suppliers, as defined below, participating in the Rewards Program make any guarantees, warranties or representations of any kind concerning the Rewards. The Rewards Program and/or any of its individual elements, including Rewards, are void where prohibited by federal, state, or local laws and regulations and are subject to change as may be necessary to comply with such laws or regulations. You release us, our affiliates and representatives, and any Suppliers participating in the Rewards Program from all liability regarding the redemption of Points and use of Rewards, including any Rewards that may be lost, stolen or destroyed, or a Suppliers' provision or failure to provide transportation or services for any reason.

### **Service Provider**

TSYS Loyalty provides administrative services, travel reservations and issuance of travel documentation in connection with our Rewards Program. TSYS Loyalty assumes all liability and responsibility for the provision of such administrative services only. TSYS Loyalty operates as an independent contractor and is not affiliated with Bank. Neither Bank nor TSYS Loyalty makes any representations or warranties, express or implied, with respect to, and does not guarantee or otherwise promise to ensure, the satisfactory performance of any products or services provided or to be provided in connection with the fulfillment of any Rewards by any third party, including, but not limited to any common carrier, airline, or other supplier of travel services or products ("Travel Suppliers") or any other supplier of Rewards (such other suppliers, together with Travel Suppliers, are referred to as "Rewards Suppliers" ) (Travel Suppliers and Rewards Suppliers may be collectively referred to as "Suppliers") including, without limitation, a Supplier's lack of provision or failure to provide ticketed transportation or other services for any reason. Further, neither we nor TSYS Loyalty will be responsible or otherwise liable to Points Business Accountholders, Credit Card Accountholders, or others, for any act, error, omission, injury, loss, accident, damage, delay, nonperformance, irregularity, strike, insolvency, grounding or other event caused by, relating to, or otherwise involving Suppliers or the products or services thereof, or for any resulting direct, indirect, special, consequential or punitive damages. Business Accountholders and Credit Card Accountholders participating in the Rewards Program hereby release us and our affiliates, as well as our affiliates' officers, shareholders, assigns, directors, employees and agents from any and all liability for claims resulting from any acts or omissions of the Suppliers in connection with the Rewards Program, or from any other cause, condition or event beyond our direct control.

TO THE FULLEST EXTENT ALLOWABLE BY LAW, BANK AND TSYS SPECIFICALLY DISCLAIM ANY REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE SERVICES OFFERED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

<sup>1</sup> A Credit Card Account is deemed to be “in good standing” if it is open, the Accountholder is current in paying his/her minimum monthly payments and the Accountholder has charging privileges. An Accountholder is considered to be current and to have charging privileges when his/her Credit Card Account’s balance does not exceed its established credit limit by more than 10% and payment on the Credit Card Account is not more than 31 days past due.

<sup>2</sup> For example, we may close your Credit Card Account if your balance exceeds your credit limit by 10%, or you fail to pay your minimum monthly payment within 31 days of its due date.

<sup>3</sup> For the criteria for a Credit Card Account that is “in good standing”, see Note 1.