



## **UChoose PROGRAM TERMS & CONDITIONS FOR ESL VISA® BUSINESS CREDIT CARD**

Welcome to the uChoose Rewards® Program. If You participate in the uChoose Rewards Program, You agree to the following uChoose terms and conditions ("Terms and Conditions"). These Terms and Conditions are the agreement between Fiserv Solutions, LLC, as the operator and administrator of the uChoose Rewards Program on behalf of Your Financial Institution, and You for Your participation in the uChoose Rewards Program. These Terms and Conditions relate only to the uChoose Rewards Program as offered by Operator on behalf of Your Financial Institution. Your Account agreement provided by Your Financial Institution, which is a separate document, outlines the terms and conditions for your Account and associated card that You have with Your Financial Institution.

### **DEFINITIONS**

In the uChoose Rewards Program, these terms have the following meanings:

1. "Account" refers to a checking account, credit account, financial account, or other account opened at Your Financial Institution.
2. "We," "Our," or "Operator" means Fiserv Solutions, LLC, the operator and administrator of the Program and its subcontractors.
3. "Program" or "uChoose Rewards Program" means the program that allows Participants to earn and redeem points for rewards.
4. "Rewards Points Account" means the account that tracks points earned by the Participant.
5. "You," "Your," or "Participant" means the individual(s) who is using the debit card, credit card, financial product, or other product of a participating financial institution to obtain points that qualify for rewards.
6. "Your Financial Institution" refers to the financial institution where You maintain an Account. This may be a checking account where a debit card has been issued, a credit card account where a credit card has been issued, or any other account maintained by the financial institution on behalf of You.

### **ELIGIBILITY**

1. Eligibility is subject at all times to the discretion of Your Financial Institution. Participants must have an active and open Account with a financial institution participating in the Program, which may include charging or usage privileges.
2. Eligibility is restricted to Participants that have an Account statement mailing address within the 50 United States, the District of Columbia, United States territories, or United States military address (such as APO).
3. This Program is available to all Accounts designated by Your Financial Institution, provided you remain in good standing with Your Financial Institution.

## PROGRAM ADMINISTRATION

1. Your Financial Institution reserves the right to cancel or temporarily suspend the Program at any time without advance notice, which may result in the cancellation of outstanding points. Your Financial Institution has the right to change the Program without advance notice to You.
2. Operator and Your Financial Institution each have the right to monitor all Rewards Point Account activity. Operator and Your Financial Institution each reserves the right to cancel any Program membership in the event of fraud, abuse of program privileges, or violation of the Program rules; including any attempt to sell, exchange, or transfer points, or any instrument exchangeable for points. If You have conducted any fraudulent activity, Operator reserves the right to take any necessary legal action and may have grounds to confiscate any rewards redeemed as a result of such activity. In addition, You may be liable for monetary losses to Operator, including litigation costs and damages and you will not be allowed to participate in the Program in the future.
3. We may, at any time and without prior notice, (i) change, limit or terminate any aspect of the Program, or (ii) update, amend or terminate these Terms and Conditions in whole or in part. Changes may affect outstanding transactions and points.

## POINT ACCRUAL

1. You will earn points for every qualifying net purchase (purchases less returns) as designated by Your Financial Institution. This may include using your debit card or credit card or by participating in certain other Account activity with Your Financial Institution. Your Financial Institution determines the points earning rate for all transactions and when points begin to accrue. No retroactive points will accrue.

You will earn 1 point for each \$1 spent on qualifying net purchases.

Your Financial Institution shall determine which purchases qualify and will not be responsible for merchant misclassifications.

Returns are subject to the return policy of the retailer from which you made your purchase. If you return or cancel an item, points are also reversed from that sale.

Exchanges also make purchases from participating retailers made through [www.uChooseRewards.com](http://www.uChooseRewards.com) ineligible for rewards, as when merchandise is exchanged, the merchant cancels the order and replaces it with a new one. Since the new order was not made through the program website points cannot be tracked. Because of this, the retailer will not pass the points to uChoose Rewards which means uChoose Rewards cannot access the points to put in your account.

To avoid losing your rebate on exchanges, please make sure all returns are final. Once your refund is credited to your card, place the order again through the uChoose Rewards website to be sure you receive points on your purchase.

2. Transactions from lost, canceled, or stolen credit or debit cards; or fraudulent purchases will not earn points.
3. Participants will not earn points if the Account has been closed, whether closed by Participant or Your Financial Institution. Once the Account is closed, points will not be credited and points will be forfeited in accordance with New York State law. Your Financial Institution will determine what constitutes a closed Account.
4. The Program is based on net purchases only and does not include cash advances, balance transfers, or wire transfers. It also does not include any fees posted to your Account, including (but not limited to) late fees, over limit fees, and finance charges.
5. Annual cap on points earned is set by your Financial Institution. There is no cap on the number of issuer-funded points you can earn in a calendar year.
6. Expiration date of points is set by your Financial Institution. Your issuer-earned points do not expire.

7. Rewards Points earned during a calendar month are posted to the Participant's Rewards Points Account by the first day of the following month; provided, however, in the event a qualified Purchase in a month has not completed posting to your Account as of the last day of such month then we may delay posting the corresponding Rewards Points to your Rewards Points Account until the first day of the second calendar month following the month in which the Purchase was made. Qualifying Purchases that have not been cleared or posted to a Participant's Rewards Points Account are not eligible for redemption.
8. Dollar and cents amounts will be rounded down to the nearest whole dollar amount when the total is \$x.01 - \$x.49. Dollar and cents amounts will be rounded up to the nearest whole dollar amount when the total is \$x.50 - \$x.99.
9. Point balances are available for view online.
10. Points cannot be transferred from one Rewards Point Account to another Rewards Point Account.
11. Points from multiple Accounts may be pooled together at the discretion of Your Financial Institution.
12. Points may not be assigned, transferred and/or pledged to any third party. Participant has no property rights or other legal interests in points.
13. Participant is responsible for any personal tax liability that may be related to participation in the Program.
14. If your Rewards Point Account does not represent the correct number of points that you should have been awarded, Operator reserves the right to adjust your point balance. If you have been awarded points in error or if you believe your Rewards Point Account has been the subject of any suspicious activity, please contact the Operator immediately using the "Contact Us" feature of the Program website.
15. If you believe that you have made purchases that should have resulted in the addition of Rewards to your accumulated Rewards balance, and you see that the Rewards have not been reflected within 30 days of your purchase, please contact us within 90 days of the date of such purchase and we will investigate the situation. (If you wait longer than 90 days, your ability to claim the Rewards will be considered waived.)

## **REDEEMING POINTS**

1. No cash refunds or partial awards will be issued upon redemption of points.
2. Program points may not be used with any other discount or coupon offer.
3. All points must be redeemed using either (i) the Program website located at [www.uChooseRewards.com](http://www.uChooseRewards.com), or (ii) through the third-party participating merchants in the Pay with Points program.
4. If you have questions about the Program, those questions can be sent to the Operator using the "Contact Us" feature of the Program website.
5. Points will be redeemable only if your Rewards Points Account is open and in good standing.
6. The Participant must redeem points, but another person may use the ticket(s) or rewards. The Participant is responsible for any tax liability or other charges related to participation in the Program or redemption of points, and for payment of any taxes or charges. Examples of such charges include without limitation, baggage charges, departure taxes, or other charges that may have been assessed by government entities.
7. Your Financial Institution reserves the right to disqualify any Participant from participating in the Program and to invalidate all points for abuse, fraud, or any violation of the Program Terms and Conditions.
8. Your Financial Institution, Operator and suppliers are not responsible for the replacement of lost, stolen, or damaged documents awarded for the redemption of points.
9. Your Financial Institution reserves the right to pass on any processing and/or surcharge fees that may be incurred on the rewards.

## MISCELLANEOUS

1. You acknowledge and agree that as part of the Program certain rewards information about You and Your Rewards Points Account may be provided to merchants and other parties involved in the Program and Your transactions and that you consent to this sharing. You acknowledge and agree that Operator has no control over and liability for any use of such information by those third parties.
2. Operator has no liability for disagreements regarding points. Your Financial Institution's decisions regarding points and point discrepancies will be final.
3. You agree to comply with all applicable laws, rules, statutes, ordinances, and regulations in connection with Your participation in the Program and Your use of goods and services.
4. NONE OF OPERATOR OR THE SUPPLIER OF ANY REWARDS (INCLUDING EACH OF THEIR AGENTS, AFFILIATES OR EMPLOYEES) (TOGETHER, "PROVIDERS") MAKE ANY WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THIS PROGRAM AND THE WEBSITE, AND/OR ANY CONTENT, DATA, SOFTWARE, MATERIALS, INFORMATION, PRODUCTS, SERVICES AND/OR OPERATION OF THE PROGRAM OR THE WEBSITE ALL OF WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT THE USE OF THIS WEBSITE AND THE PROGRAM IS AT YOUR SOLE RISK. PROVIDERS EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE PROGRAM AND THE WEBSITE WILL BE ERROR-FREE, SECURE, UNINTERRUPTED, OR VIRUS-FREE. THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES ON THE WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS.
5. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE PROVIDERS DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE INCLUSION OR OFFERING OF ANY PRODUCT OR SERVICE THROUGH THE PROGRAM DOES NOT CONSTITUTE AN ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCT OR SERVICE BY OPERATOR OR THE PROVIDERS.
6. THE SUPPLIERS OF PRODUCTS AND SERVICES FOR OPERATOR ARE INDEPENDENT CONTRACTORS AND ARE NOT AGENTS OF OPERATOR. OPERATOR IS NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH SUPPLIERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE OR LOSS, INCONVENIENCE, LOSS OF ENJOYMENT, MENTAL DISTRESS OR OTHER SIMILAR MATTER, DELAYED DEPARTURE, MISSED CONNECTION, SUBSTITUTION OF ACCOMMODATIONS, TERMINATIONS OF SERVICE, OR CHANGES IN FARES AND RATES, AND/OR CANCELLATION OR DOUBLE BOOKING OF RESERVATIONS OR TICKETS RESULTING THEREFROM. ALL TRAVEL DOCUMENTS ARE ISSUED SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED BY OPERATOR'S SUPPLIERS.
7. THE PROVIDERS WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL LOSS, CLAIM, INJURY AND/OR DAMAGE ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE USE OF THE PROGRAM OR THE WEBSITE, OR FOR ANY INFORMATION SOFTWARE, PRODUCTS, AND SERVICES OBTAINED THROUGH THE PROGRAM OR THE WEBSITE, OR ANY FAILURE OR DELAY, OR THE PERFORMANCE OR NONPERFORMANCE BY PROVIDERS, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF THE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.
8. SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.
9. You agree to indemnify, defend, hold harmless, and release the Providers and any merchants participating in the rewards, including any rewards that, after receipt, may be lost, stolen, or destroyed, from any claims, liabilities, obligations, actions, or damages (including reasonable attorneys' fees) arising out of any breach of

the Program, these Terms and Conditions, or any terms provided to you by Your Financial Institution in connection with the Program, by You or by anyone using the Program or Your points, Rewards Point Account, or other Accounts. All participating merchants are in no way affiliated with or responsible for the Program administration.

10. If any of these Terms and Conditions are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.
11. The Program and these Terms and Conditions are subject to the laws of the State of New York, without any reference to its choice of law provisions.

## **OTHER TERMS AND CONDITIONS**

There are additional terms and conditions associated with the Program and the redemption of rewards points for merchandise, travel, event tickets, activities, and gift cards. Visit the Program website located at [www.uChooseRewards.com](http://www.uChooseRewards.com) to view the details of those redemption options and their associated terms and conditions. Additionally, the Pay with Points feature of the Program involves certain participating third-party e-commerce merchants that will accept your rewards points under the Program through such merchant's own reward redemption programs. Your use of reward points at these participating merchants through Pay with Points is also subject to the terms and conditions of such participating merchants. Visit the Program website located at [www.uChooseRewards.com](http://www.uChooseRewards.com) to view the participating merchants in Pay with Points and their associated website links where you can find terms and conditions for the participating Pay with Point merchants.

You also acknowledge and agree to comply with the Privacy Notice found at [www.uChooseRewards.com](http://www.uChooseRewards.com)

Transactions from lost, canceled, stolen or temporary credit or debit cards; or fraudulent purchases will not earn points.

For further details about the Program that may be specific to Your Financial Institution, please refer to the FAQs.