

selection or your Points may be returned to your Account.

10. Your merchandise Award will usually be delivered by a commercial delivery service or the U.S. Postal Service within 4-6 weeks of processing your order. Shipments cannot be made to a post office box. If you have an APO, U.S. eligible territory or international address, please contact ScoreCard Award Headquarters for details regarding merchandise options and shipments before ordering.

11. Note any damages or shortages on the delivery receipt before signing to accept delivery from the carrier. An Award received damaged or defective may be returned to the shipper within 30 days of receipt for replacement. All parts, instructions, warranty cards and original packaging materials must be returned with the product.

12. Applicable manufacturers' warranties will be included with your Award. Warranty claims must be directed to the manufacturer. NEITHER THE PROGRAM ADMINISTRATOR, FIBA, THEIR RESPECTIVE AFFILIATES, NOR ESL MAKE ANY PRODUCT REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIM ANY AND ALL LIABILITY AS TO THE CONDITION, QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF PRODUCTS AND/OR SERVICES PROVIDED THROUGH THIS PROGRAM. NEITHER THE PROGRAM ADMINISTRATOR, FIBA, THEIR RESPECTIVE AFFILIATES, NOR ESL WILL BE LIABLE FOR ANY DEFECTS IN THE AWARDS OR DAMAGES RESULTING FROM THE USE OF THE AWARDS.

13. Points have no cash value. Points cannot be exchanged for cash or credit, used with any other offer, promotion or discount, combined with cash to obtain any Awards or earned from or transferred to any other credit and/or debit card, account or rewards program unless otherwise specified.

14. Your ScoreCard earnings statement will normally include the number of Points earned, subject to adjustment as provided for in this Agreement. Your Account may be charged for the actual cash difference between the cost of the Award redeemed and the net

value of the actual Points available in the event you redeem unearned Points.

15. Your Account must be open and in good standing (i.e., not cancelled, terminated by either party or otherwise not available for your use as a payment method) at the time your order is received for processing. ESL reserves the right to suspend your participation in the Rewards Program until the Account is in good standing.

16. Despite the Reward Program's best efforts to ensure accuracy, printing and website errors occasionally occur. The Program Administrator reserves the right to correct such errors at any time even if it affects a pending Award redemption.

17. The Rewards Program may be modified, suspended or cancelled and the redemption value of already accumulated Points may be changed at any time without notice and without restriction or penalty. Changes to the Rewards Program may include, but are not limited to, modifications which affect Point accrual and Point expiration based on the Point term, age and expiration date of the selected options. You will be notified of Point accrual and/or Point expiration Rewards Program changes. Award orders must be received on or before the Rewards Program end and/or Point expiration date. You should contact ESL for details on any current promotions affecting Point accrual or redemption options. Points may be forfeited due to a violation of this Agreement. This Program is void where prohibited or restricted by law. You are responsible for any applicable federal, state or local taxes.

18. You agree to hold FIBA, Program Administrator, their respective affiliates, and any third-party vendors associated with the Rewards Program harmless if ESL fails to meet its contractual or other obligations that result in the Rewards Program being interrupted or terminated prior to your having the opportunity to redeem your Points or receive your Awards. You agree to hold FIBA, Program Administrator, their respective affiliates, any third-party vendors associated with the Rewards Program, and ESL harmless for any activity that results in the Rewards Program being interrupted

or terminated prior to your having the opportunity to redeem your Points or receive your Awards. You also agree to hold FIBA, Program Administrator, their respective affiliates, and ESL harmless if an Award vendor or provider files for bankruptcy, or otherwise goes out of business, after you have redeemed your Points for an Award from the vendor or provider but before you are able to receive or use the Award.

19. Certain restrictions may apply to travel certificates, tickets and documents. See the Rewards Program Website for applicable travel award terms and conditions. Travel and other certificates are not exchangeable, refundable, transferrable or redeemable for cash. All travel certificates, tickets and documents will be mailed first class U.S. Mail and will not be replaced in the event of loss, destruction or theft. Your Award will usually be deliverable within 4-6 weeks of processing your order but is not guaranteed. You may request travel certificates, tickets and documents to be delivered by overnight carrier and agree to pay the associated additional delivery fees before shipment. You are responsible for federally imposed airline security fees as well as any surcharges or additional fees as may be imposed by the airlines or aviation authority and must pay them by permissible credit and/or debit card at the time of the reservation booking.

20. The applicable fees referenced in the Business Banking Fee Schedule are subject to change at any time. ESL will provide you with reasonable notice as required by law.

ESL Federal Credit Union

# ScoreCard® Bonus Point Program Agreement and Disclosure

ESL Visa® Business  
Credit Card

ESL Visa® Business  
Debit Card



1. This ScoreCard Bonus Point Program Agreement and Disclosure (“Agreement”) contains terms and conditions pertaining to the ScoreCard Bonus Point Program (“Rewards Program”) that you have elected to add to your ESL Visa Business Credit Card (“Credit Card”) and/or ESL Visa Business Debit Card (“Debit Card”) (collectively, the “Card”). These terms and conditions are in addition to the terms and conditions of the Business Credit Card Agreement and/or the Business Electronic Funds Transfer Disclosure Statement and Agreement which otherwise govern your Card (collectively “Card Agreements”). To the extent there is any conflict between this Agreement and your Card Agreements with respect to the Rewards Program, the terms and conditions stated in this Agreement, as changed from time to time, shall govern. All other features, terms and conditions of the Card Agreements not modified by this Agreement will continue to govern your Card. The words “you” and “your” mean each person, each business or organization (“organization”), and each officer or owner of the organization who agrees to be bound by this Agreement as set forth below. This Agreement and the Rewards Program are subject to change at any time without notice. The most current version of this Agreement and any Rewards Program Rules are available at [www.scorecardrewards.com](http://www.scorecardrewards.com) (the “Rewards Program Website”).

2. You have requested ESL Federal Credit Union (“ESL”) to add the features described in this Agreement to your Card. By orally instructing ESL to enroll you in the Rewards Program, you agree to waive any express or implied provisions of the Card Agreements requiring that amendments or modifications to the Card Agreements be agreed in writing. By requesting ESL to add the features described in this Agreement to your Card, you will be automatically enrolled in the Rewards Program. Any additional fees for participation in the Rewards Program will be immediately due and may be charged to your Card upon ESL’s receipt and acknowledgment of your instruction. For Credit Cards, if you are required to pay an annual fee for your participation in the Rewards Program, you will be charged the fee on the last day of the month in which you enrolled in the Rewards Program and then annually in the month you originally enrolled in

the Rewards Program. The fee will automatically be charged to your Credit Card. For Debit Cards, if you are required to pay an annual fee for your participation in the Rewards Program, you will be charged the fee immediately upon being enrolled in the Rewards Program and then annually on the anniversary date (or the next business day) you originally enrolled in the Rewards Program. The fee will automatically be debited from the account to which your Debit Card is associated. Refer to the Business Banking Fee Schedule for applicable fees and charges for the Rewards Program.

3. If you choose not to accept the terms and conditions in this Agreement, you must contact ESL within 10 business days or before using your Card, whichever occurs first, and cancel the Rewards Program feature. Otherwise, use of your Card and/or failure to cancel the Rewards Program within the given time period will be considered acceptance of the terms and conditions governing this feature. If you do not accept the terms and conditions in this Agreement and notify ESL within the time indicated in this paragraph, the annual fee that was charged to your Card, if any, will be refunded to you and you will no longer be able to use your Card. ESL will issue to you a new Card with a new account number. The use of your Card and/or your Account following receipt of this Agreement will indicate your acceptance of this Agreement, even if you notify ESL that you do not accept the terms and conditions in this Agreement.

4. The Rewards Program is wholly administered by Fidelity National Card Services, Inc. (“Program Administrator”) on behalf of Financial Institution Benefit Association, Inc. (“FIBA”) and their respective affiliates. The Program Administrator is solely responsible for administering the Rewards Program. **In order for you to participate in the Rewards Program, ESL will share information about your Card purchases and transactions with the Program Administrator and the Program Administrator may share said information with third-party vendors as may be necessary to administer the Rewards Program.**

5. The following definitions apply to the terms used in this Agreement. All other terms not defined below shall have the same meanings as provided in the Card Agreements. “Authorized Cardholders” means any Cardholder who has agreed in writing or by using the Card to be bound by the Card Agreements. The Program Administrator will only take instructions from Authorized Cardholders regarding transactions involving your Rewards Account. “Primary Credit Cardholder” means the Cardholder identified as the member in your Account Agreement or the business name in your Card application. “Qualifying Cash Transactions” include all point-of-sale, Automated Clearing House, and signature purchases for goods and services you make with your Card and posted to your Card. **Cash advances, balance transfers, convenience checks, travelers checks, ATM withdrawals, foreign transaction currency conversion charges, insurance charges, charges for voluntary payment protection costs, finance charges, annual fees, returned check fees, returned purchases, service charges, over the credit-limit fees, and ATM fees posted to your Account and/or charged to your Card are non-exhaustive examples of transactions that are NOT Qualifying Cash Transactions.** Qualifying Cash Transactions will be determined by the Program Administrator in its sole discretion. “Rewards Account” means the account established by the Program Administrator in the name of the Primary Credit Cardholder, which is credited with Points (as defined in this Agreement) earned by using your Card and debited when redeeming accumulated Points for Rewards.

6. As provided in this Agreement you earn: one (1) Bonus Point (“Point(s)”) in the Rewards Program for every \$1.00 dollar in a Qualifying Cash Transaction with your Credit Card; one (1) Point in the Rewards Program for every \$1.00 in a Qualifying Cash Transaction via a Signature debit purchase with your Debit Card; and, one (1) Point in the Rewards Program for every \$2.00 in a Qualifying Cash Transaction via a PIN debit purchase with your Debit Card.

7. Points expire on the last day of March following 60 months from when they are earned. For example, points earned in January 2015 will reach the 60 month mark in January 2020. These points will expire the last day of March 2020.

8. You have the ability to combine Points from multiple Rewards Accounts into one combined household account (“Household”, or “Householding”) for the purpose of redeeming Points. A minimum of two Rewards Accounts are required to create or maintain a Household. Each Household must have a primary account (“Head of Household”). A Household will be dissolved in the event the Head of Household is cancelled or terminated by either party or permanently unavailable for use. When this occurs, Points will be returned to each account in the Household based on the individual contributions made less any Points that are adjusted, redeemed or expired. Only Authorized Cardholders may submit redemption requests. Points may only be redeemed: (i) in the order in which they are earned, and (ii) based on contributions made by Rewards Accounts. All Points earned by accounts, which are cancelled or terminated by either party, delinquent or otherwise unavailable for use, will not be available for redemption until the status is resolved and the account is again considered open and available for use. A copy of the complete Householding Rules is available on the Rewards Program Website. You must review and accept the Householding Rules before submitting a Householding application. If there is a discrepancy between this Agreement and the Householding Rules, the Householding Rules shall govern.

9. Points can be used to order only the merchandise and/or travel awards (“Awards”) available in the current Rewards Program. You may select Awards from any level as long as you have a sufficient number of Points available in your Account as of the date of your most recent earnings statement. Point requirements assigned to any Award are subject to change from time to time without notice, and Awards may be substituted at any time. Should an Award be discontinued, it will be replaced with an Award of equal or greater value or, if no suitable substitute is available, you will be advised to make an alternative