

# 2% Cash Back Terms & Conditions



If You participate in the 2% Cash Back Rewards Program, You agree to the following terms and conditions.

## Definitions

In the 2% Cash Back Rewards Program, these terms have the following meanings:

"Account" refers to a checking account, credit account, financial account, or other account opened at Carolinas Telco Federal Credit Union.

"We," "Our," or "Operator" means Carolinas Telco Federal Credit Union, the operator, and administrator of the Program.

"Program" or "2% Cash Back Rewards Program" means the program that allows Participants to earn Cash Back.

"Rewards Cash Back Account" means the account that tracks Cash Back earned by the Participant.

"You," "Your," or "Participant" means the individual(s) who is using the credit card to earn Cash Back rewards.

## Eligibility

Eligibility is restricted to Participants with an active and open Account with a financial institution participating in the Program, which may include charging or usage privileges.

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).

This Program is available to all Accounts designated by Carolinas Telco Federal Credit Union.

## Program Administration

Carolinas Telco Federal Credit Union reserves the right to cancel or temporarily suspend the Program without advance notice, which may result in the cancellation of outstanding Cash Back balances. Carolinas Telco Federal Credit Union has the right to change the Program without advance notice to You.

Carolinas Telco Federal Credit Union has the right to monitor all Cash Back Rewards Account activity and 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 Cash Back Rewards, or any instrument exchangeable for Cash Back Rewards. If You have conducted any fraudulent activity, Carolinas Telco Federal Credit Union reserves the right to take any necessary legal action and may have grounds to confiscate any Cash Back Rewards redeemed from such activity. In addition, You may be liable for monetary losses to Carolinas Telco Federal Credit Union, including litigation costs and damages, and you will not be allowed to participate in the Program in the future.

The terms of this Program are void where prohibited by law.

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 Cash Back.

## Point Accrual

You will earn Cash Back for every qualifying net purchase (purchases less returns) as designated by Carolinas Telco Federal Credit Union. Carolinas Telco Federal Credit Union determines the Cash Back earning rate for all transactions and when Cash Back begins to accrue. No retroactive Cash Back will accrue.

Returns are subject to the retailer's return policy from which you made your purchase. Cash Back is also reversed from that sale if you return or cancel an item.

Transactions from lost, canceled, or stolen credit cards; or fraudulent purchases will not earn Cash Back.

Participants will not earn Cash Back if the Account has been closed, whether closed by Participant or Carolinas Telco Federal Credit Union. Once the Account is closed, Cash Back will not be credited, and Cash Back will be immediately forfeited and cannot be redeemed. Carolinas Telco Federal Credit Union will determine what constitutes a closed Account.

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.

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There is no annual cap on how much Cash Back you can earn.

Qualifying purchases that have not been cleared or posted to an Account are not eligible for redemption.

When calculating Cash Back earned, dollar and cents amounts will be rounded down to the nearest whole dollar amount.

Cash Back balances are available for viewing on monthly account statements.

Cash Back cannot be transferred from one Account to another Account.

Cash Back from multiple Accounts may not be pooled together.

Cash Back may not be assigned, transferred, and/or pledged to any third party. Participant has no property rights or other legal interests in Cash Back.

The participant is responsible for any personal tax liability that may be related to participation in the Program.

If your Account does not represent the correct number of Cash Back that you should have been awarded, the Operator reserves the right to adjust your point balance. If you have been awarded Cash Back in error or believe your Account has been the subject of any suspicious activity, please get in touch with the Operator immediately using the "Contact Us" feature of the Program website.

If you believe that you have made purchases that should have resulted in the addition of Cash Back Rewards to your accumulated Cash Back balance, and you see that the Cash Back Rewards have not been reflected within thirty (30) days of your purchase (the date the charge appears on your credit card statement), please get in touch with us within ninety days of the date of such purchase, and we will investigate the situation. (If you wait longer than ninety (90) days, your ability to claim the Cash Back Rewards will be considered waived).

## Cash Back Rewards

We reserve the right to determine the method to disburse your reward balance. Your Cash Back Rewards balance will be credited to the Principal balance on your Credit Card Account at the beginning of each quarter (January, April, July, and October). If you have questions about the Program, those questions can be sent to the Operator using the "Contact Us" feature of the Program website.

Cash Back Rewards will be redeemable only if your Cash Back Rewards Account is open and in good standing. Cash Back Rewards will not be paid on any closed accounts.

Carolinass Telco Federal Credit Union reserves the right to disqualify any Participant from participating in the Program and to invalidate all Cash Back Rewards for abuse, illegal transactions, fraud, or any violation of the Program Terms and Conditions.

Carolinass Telco Federal Credit Union reserves the right to pass on any processing and/or surcharge fees that may be incurred on the Cash Back Rewards.

## Liability

You acknowledge and agree that as part of the Program, certain information, such as Your name and address, shall be provided to merchants and other parties involved in the Program and Your transactions. You acknowledge and agree that Operator has no control over and liability for any use of such information by those third parties.

The operator has no liability for disagreements regarding Cash Back. Carolinass Telco Federal Credit Union's decisions regarding Cash Back and point discrepancies will be final.

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.

NONE OF THE OPERATORS OR THE SUPPLIER OF ANY CASH BACK 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,

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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.

You agree to indemnify, defend, hold harmless, and release the PROVIDERS and any merchants participating in the Cash Back Rewards, including any Cash Back Rewards that, after receipt, may be lost, stolen, or destroyed from any claims, liabilities, obligations, actions, or damages (including reasonable attorney's fees) arising out of any breach of the Program or these Terms and Conditions by You or by anyone using the Program or Your Cash Back Rewards Account, or other Accounts.

If any of these terms are determined to be illegal, invalid, or otherwise unenforceable because 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.

The Program and these Terms and Conditions are subject to the laws of the State of North Carolina without any reference to its choice of law provisions.