

United Federal Credit Union CardPerks™ Terms and Conditions

Effective October 1, 2024

The CardPerks Program ("Program") is a promotional incentive program offered by United Federal Credit Union ("United", "Issuer," "Sponsor", "we," and "us") to its members in conjunction with our service provider(s) ("Program Administrator"). Under the Program, you will earn points every time you make a Qualifying Purchase with an eligible United credit card or debit card that has been enrolled in the Program. You can use these points to obtain certain products or services (referred to generally as "Rewards"). By participating in the Program, you agree to be bound by these terms and conditions. In addition to these terms and conditions, your card agreement with us relating to your use of your United credit card or debit card ("Card Agreement") will also govern your use of the Program. In the event of a conflict between a Card Agreement and these terms and conditions, the Card Agreement will govern.

By participating in the Program, you hereby authorize the payment card network for your enrolled card (e.g., MasterCard, Visa, American Express) to monitor and share transaction data with us and the Program Administrator to match your offers and transactions to earn Rewards at participating merchants and provide you with targeted and/or location-based offers. You also acknowledge and agree that we and the Program Administrator may share details of your transactions with third parties to support the Program in accordance with these terms and conditions and our Privacy Policy.

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 number of points you earn for a particular type of activity or the number of points you need to redeem a Reward; omitting or adding Reward levels or categories; removing, adding or changing the selection of Rewards; imposing, increasing, decreasing or eliminating points caps or Program fees; or changing the conditions under which points expire or are forfeited. We will notify you of material changes to the Program terms and conditions and, unless your Program participation is terminated prior to the effective date of the change(s), your participation in the Program constitutes your agreement to the change(s) and you will be bound by the revised terms and conditions. You agree we may notify you of material changes to the Program terms and conditions in any reasonable manner, which includes without limitation by posting the revised terms and conditions within our online banking service at <https://www.UnitedFCU.com> and accessed using online banking access credentials, such as a login ID and password ("Program website"), or by posting at <https://UnitedFCU.com/cardperks>, or by providing any communication to you that we deem appropriate under the circumstances. We reserve the right to suspend or terminate the Program or your participation in the Program at any time without compensation to you.

Eligibility

United credit cards and debit cards for accounts in good standing may be eligible to participate in the Program. "In good standing" means that your account is active and has not been frozen or closed, either by you or us; for debit cards, regular deposits sufficient to cover transactions are being made to the associated checking account and that checking account is being brought to a positive balance (and maintaining that positive balance for twenty-four hours) at least once every thirty (30) days or less; and for credit card accounts, your account is current, which means the monthly minimum payment is made by the payment due date and the balance at the end of the billing cycle does not exceed the credit limit. Card participation is limited to cardholders whose credit card account type or checking account type is a type for which program participation is provided. United's Visa® U Rewards and Visa Business credit cards are those credit card account types for which program participation is provided. United's Platinum Plus Checking and Rewards Checking accounts are those checking account types for which program participation is provided. We reserve the right to determine in our sole discretion whether a particular account type, card, or cardholder is eligible to participate in the Program.

CardPerks Account

One Program account ("CardPerks Account") is established based on the identity of the primary borrower-cardholder of a credit card account and the checking account owner who would receive any tax statement for the checking account, as applicable (each, a "Primary Cardholder") with an eligible United credit card and/or debit card, though the CardPerks Account may be accessed (including without limitation to redeem points) by any other cardholder for or owner, borrower, or authorized signer of an account. Points are aggregated in the CardPerks Account across account types for which program participation is provided regardless of the cardholder or card used to earn such points, subject to any points limits explained below.

Enrollment

Eligible cards are automatically enrolled in the Program. You are responsible for all activity in a CardPerks Account associated with your enrolled card(s). There is no cost to you to enroll or participate in the Program, but 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

With the exception of any bonus features, only Qualifying Purchases made with an enrolled United credit card or debit card can earn points. 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. **Do not use a Personal Identification Number (PIN) when paying for your purchases if you want to earn points for such purchases.** PIN-based purchases, purchases you initiate through identification technology that substitutes for a PIN, payments of existing card balances, balance transfers, cash advances, cash advances designated as purchases, purchases of casino gaming chips, off-track wagers, lottery transactions, ATM transactions, convenience checks, fees charged by us such as annual fees, finance charges, and related service charges, payments made for pre-paid and reloadable cards such as certain gift cards and other similar cards, and payments made for payment instruments that can readily be converted to cash such as 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 transaction is a Qualifying Purchase.

Earning Points and Limitations

Once enrollment is completed, you will start earning points for Qualifying Purchases based on the actual purchase amount, including tax. Purchase amounts, including tax, will be rounded to the nearest whole dollar amount to determine the number of points to be posted to the CardPerks 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 points only for the amount you pay with your enrolled card. When making an in-store purchase, such as at a store, restaurant, or other merchant location, with your enrolled card and you are presented with a choice of "credit" or "debit/ATM," choose "credit" to earn CardPerks points for Qualifying Purchases. Amounts for any purchases returned, credited, or refunded via chargeback earn "negative" points and such "negative" points will reduce the total points posted to the CardPerks Account and your points balance may become negative if "negative" points for returns, credits or chargebacks of purchases exceed points for Qualifying Purchases. If at any time an enrolled card or a credit card or checking account associated with an enrolled card is not in good standing, Qualifying Purchases you make while the card or account is not in good standing will not accrue any points. If a Qualifying Purchase is subject to a billing dispute, points for the Qualifying Purchase may be deducted from the point total during the dispute period. We or the Program Administrator may authorize adjustments to the CardPerks Account point balance, including without limitation to correct processing or posting errors or omissions. These adjustments can be positive or negative. Details on adjustments can be found on the Program website or by calling the Program Administrator at 1-866-346-9916. Points have no cash or other value, except to obtain Rewards as described below. Points are not your property and you may not purchase or sell points. You may not transfer or sell a CardPerks Account, including without limitation upon your death or as part of a domestic relations matter.

Debit Card: You will earn one (1) point for each \$3.00 of a Qualifying Purchase made with your eligible enrolled Rewards Checking and Platinum Plus Checking debit cards.

Visa U Rewards Credit Card: You will earn one (1) point for each \$1.00 of a Qualifying Purchase made with your eligible enrolled Visa U Rewards credit card. Each month, you will earn an additional one half point (0.5) for each \$1.00 of a Qualifying Purchase made in the prior month with your enrolled Visa U Rewards credit card when, in such prior month, (i) you are a borrower-cardholder for your eligible enrolled Visa U Rewards and are the Primary Cardholder on a United consumer checking account; (ii) such consumer checking account had at least one (1) direct deposit or ACH transaction posted; (iii) such consumer checking account was actively enrolled in eStatements for the entire month; and (iv) a combined total of at least twenty (20) Qualifying Purchases with your enrolled card were made and/or signature-based (non-PIN) debit card transactions posted to such checking account.

Visa Business Credit Card: You will earn two (2) points for each \$1.00 of a Qualifying Purchase made with your eligible enrolled Visa Business credit card.

Limits: A maximum of 35,000 points can be earned for Qualifying Purchases in a calendar month per CardPerks Account, except a maximum of 70,000 points can be earned in a calendar month for Qualifying Purchases made with a Visa Business card; points earned using bonus features are not subject to such limit.

Bonuses: We may, in our sole discretion, offer promotions for which additional points can be earned; such bonus points are subject to additional terms and conditions available at the time of the promotion.

Shop & Earn (Merchant Funded) Points: You may earn additional points when Qualifying Purchases are made with Shop & Earn-participating merchants. The amount and availability of Shop & Earn-related points are subject to any applicable terms and conditions of the Shop & Earn-participating merchant and will vary based upon the merchant.

Point Activity, Redemption, Transfer, Expiration, and Forfeiture

You may view the CardPerks Account point balance and points earning and redemption activity at any time online at the Program website. You can also call 1-866-346-9916 for such information. It may take up to two weeks for some of your Qualifying Purchases to post to the CardPerks Account. Some Qualifying Purchases, such as online purchases or foreign transactions, may take longer to be posted. Points for Qualifying Purchases that have not been posted to the CardPerks Account are not eligible for redemption. Points may only be redeemed if cards and accounts are in good standing. Points are redeemed on a "next to expire" basis, such that points nearest to expiration will be the first points redeemed over the life of the CardPerks Account. Points must be redeemed by an account owner. Points may not be redeemed in conjunction with any other discount, coupon, or similar offer. Once a redemption order is placed, the CardPerks Account will be reduced by the number of points used to acquire the Reward. Redemptions are final

and may not be canceled or refunded. All unredeemed points will expire at the earlier of (i) the end of the twenty-fourth (24) month after the month in which such points were posted to the CardPerks Account, if no purchase was made using any of your enrolled cards associated with the CardPerks Account in any twenty-four (24) month period; or (ii) the end of the thirty-sixth (36) month after the month in which such points were posted to the CardPerks Account. A positive point balance will be forfeited if your card or account associated with your card is closed by you or by us, or if a CardPerks Account is terminated by you or by us; we will determine in our sole discretion what is a closed account or a terminated CardPerks Account for this purpose. Any points may be forfeited if, in our sole discretion, we determine abuse, fraud or a violation of Program terms and conditions has occurred. You may not be provided with notice of expiration or forfeiture of points. You are not entitled to compensation from us, or from any other entity, when your points expire or if they are forfeited for any reason. We may restrict, limit, or suspend your ability to transfer or redeem points at any time, in our sole discretion, without prior notice.

Rewards, Generally

To redeem points in the CardPerks Account to obtain Rewards, go to the Program website or call the Program Administrator at 1-866-346-9916. You can only acquire Rewards to the extent that you have the required number of points in the CardPerks Account. All Rewards are subject to availability and have no cash value. For Rewards other than Cashback, Reward providers are independent contractors and are not our agents. We do not offer, endorse or guarantee any of the goods or services provided as part of the Rewards. Each Reward will be subject to terms and conditions specific to the Reward that will be provided to you in conjunction with the Reward. Such terms and conditions may address matters such as the expiration date of the Reward; taxes or other purchases or payments required to obtain or use the Reward; additional 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 the Program Administrator are 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 number of points required to obtain Rewards will be deducted at the time of your redemption request. You and the merchant are responsible for compliance with all laws related to the Reward, including the payment and collection of any federal, state, or local taxes. We and the Program Administrator are not liable for the loss of Rewards delivered electronically due to the failure of or service disruptions associated with receiving Rewards through an electronic or mobile device. Redeemed Rewards are not refundable, exchangeable, replaceable, redeemable, or transferable for cash, credit, other Rewards or points under any circumstances; we, the Program Administrator, and participating merchants are not responsible for replacing lost, stolen, damaged or mutilated Rewards.

Communications with Program Participants, Generally

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. **By using the Program website, you consent to receive communications electronically regarding any matter related to the Program.** 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 (5) days from the date of posting or dissemination. You may update your contact information by calling 1-888-982-1400 or through our online banking service. To access information electronically, you need a Windows or Mac-compatible computer, internet access with a JavaScript enabled browser with 128-bit encryption 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 be enrolled in our online banking service to access your information electronically or to conduct any activity on the Program website. If you would like to request a paper copy of these terms and conditions, contact the Program Administrator by telephone at 1-866-346-9916. 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. **You have a right to withdraw your consent to receive electronic communications;** if you wish to do so, contact the Program Administrator by telephone at 1-866-346-9916. We reserve the right 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 call 1-866-346-9916 to update your CardPerks Account profile. In addition, by enrolling in the Program, you authorize us and the Program Administrator to use information related to your Program participation and a CardPerks Account as well as 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.

Communications with Program Participants via Mobile Device

Please be aware that if you elect to participate in any Program services offered via a mobile device, including a mobile phone, you are providing consent for us and/or the Program Administrator to contact you via your mobile device for any purpose concerning your accounts with us and the Program including without limitation account servicing and collection purposes.

Lost, Stolen or Damaged Cards

You will not lose the points in the CardPerks Account if your enrolled United card is lost, stolen or damaged and we provide a replacement card, even if such replacement card has a different card number. If your United card is lost or stolen, first call us at the

telephone number provided in the Card Agreement or call United directly at 1-888-982-1400 to report the loss or theft. When your replacement card is reissued, the CardPerks Account will automatically be associated with that new card.

Customer Service

If you have a problem or question regarding whether you earned points 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 via telephone at 1-866-346-9916. You should expect a response to all inquiries within 3 business days and, if you leave a voicemail, your call will be returned the following business day. Customer service specialists for the Program Administrator are available Monday through Friday from 6 am to 11 pm ET and weekends from 6 am to 8 pm ET; the Program Administrator's customer service centers will be closed on select holidays as published each calendar year. If you contact the Program Administrator regarding an error or mistake with respect to the CardPerks Account, reasonable efforts will be used 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 earlier 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 points, or redemption of points for Rewards, will be resolved by us in our sole discretion.

DISCLAIMERS AND LIMITATIONS

NEITHER WE NOR THE PROGRAM ADMINISTRATOR ARE RESPONSIBLE FOR ANY DISPUTES BETWEEN OR INVOLVING CARDHOLDERS OR AUTHORIZED USERS RELATING TO POINTS, REDEMPTION FOR REWARDS, OR USE OF REWARDS. NEITHER WE NOR THE PROGRAM ADMINISTRATOR ARE RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS IN ANY PROGRAM DOCUMENTATION OR COMMUNICATION. REWARDS ARE PROVIDED BY A VARIETY OF MERCHANTS. WE AND OUR SERVICE PROVIDERS, INCLUDING THE PROGRAM ADMINISTRATOR, ARE NOT RESPONSIBLE TO YOU FOR THE QUALITY OR PERFORMANCE OF THE REWARDS OR THE PRODUCTS OR MERCHANDISE PURCHASED WITH THE REWARDS. REWARDS OR THE PRODUCTS OR MERCHANDISE PURCHASED OR OBTAINED WITH THE REWARDS MAY BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS, WARRANTIES OR OTHER REQUIREMENTS OF THE MERCHANT, MANUFACTURER OR OTHER REWARDS PROVIDER. NEITHER WE NOR THE PROGRAM ADMINISTRATOR MAKE ANY GUARANTEE, WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE REWARDS, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE AND THE PROGRAM ADMINISTRATOR ARE NOT LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES (WHETHER ARISING IN CONTRACT, BY STATUTE, OR IN TORT AND WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES WAS DISCLOSED TO US OR COULD HAVE BEEN REASONABLY FORESEEN) OR OTHER INJURY, DAMAGE OR LOSS TO PERSON OR PROPERTY OR ANY EXPENSE, ACCIDENT OR INCONVENIENCE THAT MAY ARISE FROM THE USE OF THE POINTS, 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 THE PROGRAM ADMINISTRATOR 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 THE PROGRAM ADMINISTRATOR MAKES ANY REPRESENTATION OR ENDORSEMENT OF ANY REWARD, MERCHANT, OR OTHER PROVIDER OF A REWARD IN CONNECTION WITH THE PROGRAM. YOU HEREBY AGREE TO INDEMNIFY, RELEASE, AND HOLD US, THE PROGRAM ADMINISTRATOR AND ALL PARTIES ASSOCIATED WITH THE PROGRAM HARMLESS FROM ANY CLAIM, LIABILITY, DAMAGE, COST, OR EXPENSE (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) RELATING TO THE PROGRAM, A VIOLATION OF THESE TERMS AND CONDITIONS, A VIOLATION OF THE RIGHTS OF ANY THIRD PARTY, A VIOLATION OF APPLICABLE LAW, OR YOUR OWNERSHIP OR USE OF THE REWARDS. THE SOLE EXTENT OF OUR LIABILITY OR THE LIABILITY OF THE PROGRAM ADMINISTRATOR, SHOULD ANY BE DETERMINED BY A FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION, WILL NOT EXCEED \$500.00. THIS PROGRAM AND ANY REWARD OFFERED UNDER THIS PROGRAM IS VOID WHERE PROHIBITED BY LAW. NOTWITHSTANDING ANYTHING IN THESE TERMS AND CONDITIONS TO THE CONTRARY, WE, THE PROGRAM ADMINISTRATOR AND ANY SERVICE PROVIDER WILL HAVE NO LIABILITY TO YOU IN CONNECTION WITH THE PROGRAM. YOU ARE RESPONSIBLE FOR DETERMINING ANY TAX LIABILITY ARISING FROM YOUR PARTICIPATION IN THE PROGRAM OR YOUR OWNERSHIP OR USE OF A REWARD; CONSULT A TAX ADVISOR CONCERNING TAX CONSEQUENCES.

Choice of Law and Severability

Regardless of where you live, work, or access Program services, these Program terms and conditions will be governed by and construed in accordance with the federal law of the United States of America and the internal law of the State of Michigan. If any Program terms or conditions cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law. The remaining terms and conditions and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

Privacy

All information collected about you in connection with the Program is subject to our privacy policy, a copy of which can be obtained at the Program website.