

## NIHFCU CURewards Program Agreement

This CURewards Program Agreement (“Agreement”) applies to the NIH Federal Credit Union Rewards Program. By using your NIHFCU credit card with CURewards, you agree to the terms of this Agreement (references to “you” or “Participant” in this Agreement mean any NIHFCU CURewards credit card cardholder).

### Earning Points

Every dollar in qualifying credit card purchases (“Purchases”), net of returns, “Participant” transacts on their credit card account eligible in this Rewards Program (“Program”) earns Participant one Point (“Point”) as provided for in these Rules, with the ability to earn bonus points for certain products and transaction categories as specified within this agreement. Purchases do not include balance transfers, cash advances, cash-like charges such as travelers checks, foreign currency, lottery tickets, casino gaming chips, race track wagers or similar betting transactions and money orders, any checks that access your account, overdraft advances, interest, unauthorized or fraudulent charges, or fees of any kind.

Any questions as to what constitutes an eligible Purchase shall be resolved at the sole discretion of NIHFCU. Points for this Program begin to accumulate with qualified credit card purchases Participant makes beginning on the first day of the statement cycle in which their Program begins and ending on the last day of the last statement cycle of the announced duration of their Program. Points earned from net credit card purchases and point adjustments made between statement cycles will be deemed as earned after being posted to Participant’s next monthly statement.

### Redeeming Points

You can use your Points in the Program to redeem for any available reward options, which may include cash, gift cards, travel, and products or services made available through CURewards or directly from third party merchants. Points can be combined with cash to obtain awards under certain circumstances. Points may not be used with any other offer, promotion or discount. You can also combine points with other eligible NIHFCU cards with CURewards that belong to you, your spouse, your domestic partner or joint business owner. Points can be used to order the awards described in the current Program brochure or the Program website. Point requirements assigned to any award are subject to change from time to time without notice, and awards may be discontinued or substituted at any time. NIHFCU credit card accounts must be open (not canceled or terminated by either party, not delinquent, over limit, or otherwise not available to use for transactions) at time of redemption. Awards are not available when the cardholder is in default under the card agreement. NIHFCU reserves the right to suspend the cardholder’s participation in the Program until the account is in good standing.

Merchandise will be shipped via a parcel delivery service or by the U.S. Postal Service and should arrive 4-6 weeks after the order is received; otherwise, the Participant will receive an acknowledgement stating the anticipated alternate delivery date, except as noted on items shipped directly from the manufacturer. There will be no charge for standard delivery. Additional shipping cost may apply to deliveries to Puerto Rico, Alaska and Hawaii. The Participant will be notified of the additional cost. Shipments cannot be made to a post office box or outside the United States. For more details on merchandise shipment limitations, please refer to the merchandise section on the CURewards website. No international shipments are permitted. A street address and home phone number are required to accept an order.

A product, which is received damaged or defective, may be returned to the shipper within 10 days of receipt for replacement. All parts, instructions, warranty cards and original packaging materials must be returned with the product. Be sure to note any exceptions, damages or shortages on the delivery receipt before signing to accept freight shipment delivery from the carrier. The merchandise offered in this Program may be subject to standard manufacturers’ warranties. Warranty claims must be directed to the manufacturer.

Points will be deducted from the total points available for redemption for any returns or credits reflected on the credit card account statement. The Participant’s credit card 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 for redemption in the event Participant redeems unearned Points. Points may be forfeited due to Rules violations. This Program is void where prohibited or restricted by law. Participant is responsible for any federal, state or local income or other taxes or gratuities, if applicable.

Certain restrictions may apply to travel certificates, tickets and documents. Travel certificates, tickets and documents are not exchangeable, refundable, transferable or redeemable for cash. All travel certificates, tickets and documents will be mailed first class U.S. Mail and will not be replaceable in the event of loss, destruction or theft. Participant may request travel certificates, tickets and documents to be delivered by overnight carrier and agrees to pay the associated additional delivery fees. Participant is responsible for any applicable fees and taxes associated with travel redemptions.

The Program reserves the right to terminate or modify the Program or portions thereof at any time without restriction or penalty. This means that regardless of a Participant’s level of activity in the Program, the ability to accumulate points or claim awards can be terminated or modified with or without prior notice. The redemption value of Points already accumulated may be changed at any time without notice and without restriction or penalty.

All travel awards are non-refundable and subject to specific terms and conditions. Unless otherwise noted, airline reservations must originate from the contiguous 48 United States, must be made 21 days in advance of travel, require a Saturday night stay and may have restrictions, blackout dates and exclusions. The Program reserves the right to book all airline tickets on the carrier with the lowest available fare for the round trip between the cities requested. Certificates have no value except when used under the terms and conditions accompanying them. Certificates and tickets issued for airline travel must be issued in the name of the redeeming credit card account holder or a member of their immediate family.

The Program is not responsible for the performance of the airlines of the ticketed transportation. All 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. Airline tickets are not refundable nor may they be returned to the Program for a credit of points to the original account. They are non-changeable unless permitted by the airline issuing the ticket. Fees that apply due to permitted changes by the airline are the responsibility of the traveler. En-route stopovers are not permitted unless they are to make direct connections within the carrier’s rules. Air travel must be all on the same airline. Minimum or maximum stays required by the carrier may apply. Issuance of some travel certificates does not constitute a reservation. In such cases the certificate holder is responsible for making all reservations with the company that issues the certificate.

Every effort has been made to ensure that the information in the Program communications is accurate. The Program is not responsible for errors or omissions and reserves the right to correct such errors at any time, even if it affects a pending award redemption order.

To see additional rules regarding certificate redemptions for airline tickets, cruises, car and hotel awards, please see the travel section of the CURewards website or contact NIH Federal Credit Union. These terms and conditions combined with the General Program Rules and Conditions (available at the CURewards website) constitute the full set of Program Rules.

### Expiration of Points

Program points are generally available for redemption for four (4) years from the end of the calendar year in which they are earned, and will expire on a first-in, first-out basis annually (e.g., points earned in calendar year one will expire on the last business day of calendar year five). Program points that are not redeemed before such period will be forfeited. You will also lose your Program points if your credit card account is closed before you redeem earned Program points and if you fail to comply with any provisions/requirements of this Agreement, your NIHFCU credit card agreement, or any other agreements that you have with NIHFCU.

### Changes and Communications

We may change this Agreement at any time by providing you with advance notice of changes. We may provide notice by posting changes to this Agreement on the NIHFCU website and directing your attention to the NIHFCU website in one or more of your credit card monthly statements. We may also notify you of changes to this Agreement by email or postal mail.

### General Terms and Release

Program points are not the property of a Participant and have no cash value. Participants may not transfer Program points except as provided in this Agreement or otherwise agreed in writing by NIHFCU. Your participation in the Program may result in the receipt of taxable income from NIHFCU and NIHFCU may be required to file a Form 1099-MISC in certain situations. You are responsible for any taxes related to your participation in the Program. NIHFCU may assign its rights under the Program to a third party without your consent. Participant agrees that NIHFCU makes no representation or warranty concerning the services provided in connection with any rewards obtained under the Program and you agree that NIHFCU is not responsible for any harm or loss that a participant may incur or suffer in connection with rewards obtained through the Program. You release NIHFCU from and indemnify and hold NIHFCU harmless from and against any and all losses, costs, damages, and expenses whatsoever related to and/or arising out of your participation in the Program and your redemption and use of any rewards under this Agreement.

### Bonus Points

For the purpose of calculating bonus Point rewards, we use Visa merchant codes to determine eligible Purchase transactions. Merchants who accept Visa credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with Visa procedures based on the kinds of products and services they primarily sell. We group similar merchant codes into categories for purposes of making rewards offers to you. Please note: We make every effort to include all relevant merchant codes in our rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a rewards category, the merchant may not have a merchant code in that category. When this occurs, purchases with that merchant won't qualify for rewards offers on purchases in that category. Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a rewards category if the technology is not set up to process the purchase in that rewards category. For more information about NIHFCU CURewards bonus points categories, see [www.nihfcu.org/CreditCards](http://www.nihfcu.org/CreditCards).

### Terms applicable to specific Credit Card Types

#### Visa Signature Travel Rewards

**Earning Points:** You'll earn 1 point for each \$1 in Purchases. You'll earn 2 points (consisting of 1 bonus point and 1 base point) for each \$1 in Purchases at eligible (a) travel merchants representing hotels, airlines, etc. and (b) dining merchants representing restaurants. You may see "2X" in marketing materials to refer to the 2 points total you earn for each one dollar (\$1.00) you spend in these bonus categories. We may offer you ways to earn additional bonus points through the Program. You'll find out about the number of bonus points you can earn and any other terms at the time of the offer.

#### Visa Signature Cash Rewards

##### Cash Back and Points:

**1% Cash Back:** You'll earn 1% Cash Rewards for each \$1 in Purchases. This equates to \$0.01 in Cash Rewards, which is equal to 1 point, for each \$1 spent.

**2% Cash Back:** You'll earn 2% Cash Rewards (consisting of 1% bonus cash rewards and 1% base cash rewards) for each \$1 in Purchases at eligible grocery merchants representing Grocery Stores/Supermarkets, Freezer/Meat Lockers, Candy/Nut/Confection Stores, Dairy Product Stores, Bakeries, and Misc. Food Stores -- please note superstores, discount stores and warehouse clubs are not included in this list). This equates to \$0.02 in total Cash Back rewards, which is equal to 2 points, for each \$1 spent.

**3% Cash Back:** You'll earn 3% Cash Rewards (consisting of 2% bonus cash rewards and 1% base cash rewards) for each \$1 of Purchases at eligible gas merchants for the first \$6,000 of combined Purchases made during each calendar year. Gas merchants are defined as Service Stations & Automated Fuel Dispensers -- please note that superstores and warehouse clubs that sell gasoline are not considered service stations). This equates to \$0.03 in total Cash Back rewards, which is equal to 3 points, for each \$1 spent, until you reach the \$6,000 limit. You will earn base cash rewards of 1% for Purchases in excess of \$6,000 in annual gas category purchases. We may offer you ways to earn additional bonus points through the program. You'll find out about the number of bonus points you can earn and any other terms at the time of the offer.

#### Visa Business Rewards

**Earning Points:** You'll earn 1 point for each \$1 in Purchases. You'll earn 2 points (consisting of 1 bonus point and 1 base point) for each \$1 in Purchases at eligible (business services merchants representing office supply stores, telecommunications companies, Internet providers, cellular phone providers. You may see "2X" in marketing materials to refer to the 2 points total you earn for each one dollar (\$1.00) you spend in these bonus categories. We may offer you ways to earn additional bonus points through the program. You'll find out about the number of bonus points you can earn and any other terms at the time of the offer.