

Texas Trust Debit Rewards Program – U.S. Terms and Conditions

- 1. Introduction** – The Texas Trust Debit Rewards Program (“Program”) is operated in the United States by MasterCard International Incorporated and its affiliates (“MasterCard”). This Program is NOT operated by Texas Trust Credit Union. These U.S. Terms and Conditions (“Rules”) are separate from the Card Agreement (as defined below) you have with Texas Trust Credit Union. MasterCard is responsible for the Program only. **MasterCard does not participate in the provision of credit, debit or any other financial services and is only responsible for the Program.** MasterCard is NOT a financial institution and does not issue credit, debit, check or payment cards of any type or nature. Your Card relationship is with Texas Trust Credit Union and not with MasterCard directly. **Any questions or issues regarding your Card or cardholder account should be directed to Texas Trust Credit Union, and not to MasterCard.** While MasterCard has a relationship with Texas Trust Credit Union, that relationship does not pertain to individual cardholders (*i.e.* it does not directly create rights and obligations for the individual cardholders) or payment card accounts. Unless as otherwise specified in these Rules, none of the terms of any agreement between you and Texas Trust Credit Union has any effect on, or relationship with these Rules.
- 2. Enrollment and Participation** – Upon being accepted by Texas Trust Credit Union as a holder of the Card entitled to participate in this Program, your acceptance of the present Rules and your completion of the enrollment questions on this Program Site, you will be enrolled in the Program (your “Enrollment”). You will be able to earn and redeem Points, subject to the Rules. We may disqualify you from participating in the Program and cancel any Points you have already accumulated or suspend the earning of the Points if you fall within conditions foreseen by section 13 “Term and Termination of your Participation” and section 12 “Losing Your Entitlement to Points” of these Rules. Your participation in the Program is free of charge. MasterCard does not at present intend to introduce any fees for participation in the future (you will be notified subsequently in case of any intention to introduce any fees).
- 3. Definitions** – In these Rules:

"Account" means the Card account in your name.

"Card" means your payment card that is issued under a MasterCard brand in the United States by Texas Trust Credit Union, and which is the object of your Enrollment into the Program.

"Card Agreement" means the agreement between yourself and Texas Trust Credit Union regarding the issuance of your Card.

"Financial Institution" means the issuing bank or other financial institution, which is organized in a jurisdiction within the United States, that issues your Card.

"Texas Trust Debit Rewards" or **"Rewards"** means the products and services which are listed at the time of redemption in the Rewards Catalog available on the

Program Site.

"Points" means the points earned and redeemed under the Program.

"Program" means the Texas Trust Debit Rewards Program, a points-based loyalty program organized by MasterCard in the United States as related to your Card in which you enrolled by expressly agreeing to these Rules and completing the enrollment questions on the Program Site.

"Program Site" means the website portal of the Program at www.TexasTrustDebitRewards.com and your personal page containing information on your participation in the Program that is available through www.TexasTrustDebitRewards.com.

"Promotion" means any commercial promotion, including without limitation any prize draw, competition, promotional lottery or other promotional action organized by Texas Trust or on our order directed to the participants in the Program.

"Redemption Partners" means the companies who provide opportunities to redeem Points under the Program.

"Rewards Catalog" means a Catalog which lists a selection of Rewards available for a Program which can be accessed on the Program Site.

"Rewards Center" means the call center we maintain to answer questions about Points, Texas Trust Debit Rewards and the Program generally as well as to provide a contact to redeem your Points. You may contact the Rewards Center at the number indicated on the Program Site or at your issuing Financial Institution's website.

"Rules" means these terms and conditions of the Program.

"We", "we" or "us" means MasterCard.

"Writing" includes any written communication including writing in electronic form.

"You" or "you" means you, the individual in whose name the Account is opened and maintained.

4. **Eligible Purchases** – You will earn Points on Eligible Purchases. "Eligible Purchases" means any Card purchase you or an additional cardholder, depending on his/her Enrollment status as well as on the conditions of the Program, as determined by us, make under the Card Agreement – excluding the following:
- purchases that are subsequently returned or refunded; balance transfers; check purchases; insurance premiums; interest; any fees and charges; travelers' checks; gaming of any kind (including payment for a chance to win a prize), tax payments and truck stop transactions, and
 - any item charged to your cash balance including any withdrawals of cash from ATM machines.

In addition, you will only earn Points on Eligible Purchases made with a Texas Trust MasterCard debit Card that are processed or submitted through MasterCard's GCMS

Platform transaction-processing system. You will not earn Points for transactions made on your Card that are PIN-based.

We may extend the above list of exceptions from the list of “Eligible Purchases” for transactions made by certain Cards or at certain merchants. In this case, we shall post such extended list of exceptions on the Program Site. Adding a Card or a merchant to the list of exceptions would have no impact on Points already accrued by you (unless they result from fraud).

5. **Earning Points** –Points are scored based on your transaction activity performed with the enrolled Card on Eligible Purchases.
6. **Householding** - Depending on your Enrollment status, your Account may be eligible for a householding service, whereby Points earned on your Card will be consolidated with Points earned on another Enrolled Card. Please note that householding will be possible only between debit cards on the same Texas Trust Member Account, including cards associated to the primary share draft and any subsequent share draft accounts sharing the primary member account number.
7. **Life of your Points** – Each Point you earn will expire three years from the date on which you earned it without prior notice to you. This means that in the fourth year, Points earned during the first year and not redeemed will be automatically deleted on a month-by-month basis, without prior notice. When you redeem your Points for Texas Trust Debit Rewards they are deducted from your Point balance on a first-earned, first-redeemed basis.
8. **Information about Points** – (a) You can check your current Point balance on the Program Site; or by contacting the Rewards Center. (b) All Points discrepancies must be notified to the Rewards Center within three months as of the date of the Eligible Purchase for which adjustment is sought. If we and/or Texas Trust accepts that the calculation is incorrect we will make the relevant adjustment to your Point balance. If you do not notify us (via the Rewards Center) within this time, no adjustment will be made and no request regarding adjustment will be taken into consideration. However please be informed that pursuant to section 4 “Eligible Purchases” above no Points shall be granted for fees or charges which you may be charged for performing of certain transactions (such as transactions in another currency than U.S. dollars). Moreover please be informed that processing for some transactions (for instance, international transactions) and awarding Points for such transactions may take up to five weeks following the date of the Eligible Purchase.
9. **Redeeming your Points** – (a) You can redeem your Points via the Program Site or by contacting the Rewards Center. You will be able to redeem your Points only once they have appeared in your Point balance. (b) The Points have no cash value. You can redeem your Points against Texas Trust Debit Rewards available at the time of redemption in the Rewards Catalog. (c) The number of Points required obtaining Texas Trust Debit Rewards, and the particular Texas Trust Debit Rewards against which Points may be redeemed, together with any conditions on redemption, term and manner of delivery of Texas Trust Debit Rewards, will be communicated via the Rewards Center or the Program Site. (d) If, as a result of subsequent returns or cancellations of Eligible

Purchases on your Point balance or for other reasons, you redeem more Points than you are entitled to, the amount of such Points will be due to us and we will deduct whatever is owed from future Points you earn. If you do not earn sufficient Points within three months following such excess redemption, MasterCard reserves the right to request payment of the due amount. (e) Once you have redeemed your Points, they will be deducted automatically from your Point balance and these deducted Points can no longer be credited back to your Point balance.

10. **Texas Trust Debit Rewards** – (a) Texas Trust Debit Rewards are not exchangeable or refundable. (b) Texas Trust Debit Rewards can only be delivered within the United States. Upon receipt of a MasterCard Reward, you have an obligation to verify as soon as possible whether the delivered MasterCard Reward is not damaged and corresponds to the redemption order. You must immediately report to a courier or postal agent about any visible damages to the MasterCard Reward or when the delivered MasterCard Reward does not correspond to the redemption order – the courier or postal agent will prepare a damage protocol for the damaged MasterCard Reward. (c) We reserve the right to make changes concerning the Texas Trust Debit Rewards (such as the quantity of the Texas Trust Debit Rewards available for redemption or the type of the available Texas Trust Debit Rewards) and do not communicate these changes to you.
11. **“Pay with Rewards” Option.** You may also elect to redeem your Texas Trust Debit Rewards using Pay with Rewards. In such event, you will also be subject to the terms and conditions and end use license agreement for Pay with Rewards available on the Pay with Rewards mobile Program Site.
12. **Losing Your Entitlement to Points** – In certain circumstances you may lose your entitlement to earn or redeem Points:
 - (a) We may cancel any Points you have earned on your Account, and/or suspend your right to earn or redeem further Points if any of the following situations occurs:
 - you do not comply with the terms of your Card Agreement (including you are not in good standing under the terms of your Card Agreement with Texas Trust Credit Union);
 - we suspect fraud;
 - mail we send you in a proper way is being returned to us; or
 - you fail to comply with any of the Rules.The duration and conditions of the suspension will be determined by MasterCard taking into consideration the necessary protection of efficient operation of the Program. You will be notified about such cancellation of your Points or suspension of your right to earn and redeem Points by Texas Trust Credit Union, which will be effective immediately and without any other formality whatsoever.
 - (b) If your Account is closed, either by you or by Texas Trust Credit Union for any reason, you should redeem any remaining Points within thirty (30) calendar days following account closure, after which you will not be able to redeem any Points you may have accumulated and your participation in the Program will be terminated.
 - (c) In the event of your death, Points cannot be transferred and will be cancelled.

13. **Term and Termination of your Participation** – (a) By acceptance of these Rules you agree that we will provide you services related to the Program starting with your Enrollment. (b) At any time during the term of the Program, you shall be entitled to terminate your participation in the Program by sending a notice in writing (including by e-mail) 30 (thirty) calendar days prior to such termination. (c) At any time during the term of the Program, we shall be entitled to terminate your participation in the Program; however, we can terminate your participation only for an important reason. The following will be considered (without limitation) important reasons for terminating your Participation to the Program:

- your Account is closed;
- you do not comply with the terms of your Agreement (including you are not in good standing under the terms of your Agreement with Texas Trust Credit Union);
- we suspect fraud;
- you fail to comply with any of these Rules;
- we are not able to contact you because of the incorrect contact details;
- your death; or
- termination of the agreement concluded between MasterCard and Texas Trust Credit Union in respect of the Program.

In any case, any termination will be assessed by us on a case-by-case basis. Your Participation in the Program is terminated on the date of expiry of the thirty (30) calendar days term without fulfillment of any other formality whatsoever and without intervention of a court of law or an arbitration tribunal. After the expiry of such period no redeeming of Points will be possible, all remaining Points being cancelled at the expiry of the above-mentioned period.

14. **Termination of the Program** – We reserve the right to terminate the Program, or any part of it, at any time, by giving thirty (30) calendar days' advance notice to you in writing. Such notice will specify the date from which you will no longer be able to earn Points and the period for which the earned Points will remain valid. After the expiry of such period no redeeming of the Points will be possible, all remaining Points being cancelled at the expiry of the above-mentioned period.

15. **Promotions** – Texas Trust may organize Promotions enabling you to achieve additional Rewards. Participation rules, awards and conditions of achieving such Rewards will be described in the regulation of each such particular Promotion.

16. **Changes**

(a) Texas Trust Credit Union or MasterCard may change or update portions of these Rules at any time and without prior notice to you. Notice of the changes will be posted on the Program Site or sent to your e-mail address. The changes will become effective and fully applicable to you thirty (30) calendar days after their delivery to your e-mail address or publication on the Program Site. (b) If within fourteen (14) calendar days from the delivery by e-mail or publication on the Program Site of any of the changes you do not refuse their acceptance in writing, this shall mean that you have consented to the Rules as such have been changed. Your express refusal to accept the Rules'

changes means termination of your Program participation as of thirty (30) calendar days following the receipt by Texas Trust Credit Union of such written refusal. (c) Changes of details of the Program which are not specified by these Rules, such as the Redemption Partners, the Texas Trust Debit Rewards available for redemption or the Points required for such Texas Trust Debit Rewards, may be effected at any time without notice and they do not constitute a change of these Rules. (d) Hereby you expressly agree that Texas Trust Credit Union can assign its right and obligations arisen out of this Rules to another person. For the avoidance of any doubt, the requirements under points (a) and (b) of this section shall not be applicable to such assignment.

17. **Redemption Partners** – These Rules do not create any agency, partnership or joint venture relationship between us and the Redemption Partners. We are not responsible, and assume no liability, for changes in, or discontinuance of, Points or other benefits provided by Redemption Partners. MasterCard is not liable for any loss or damage (including without limitation damages caused intentionally or by gross negligence, or being in the scope not related to the Program itself) incurred as a result of any interaction between you and a Redemption Partner. You acknowledge that MasterCard does not endorse or warrant either Redemption Partners, or the offers they provide and all aspects related thereto shall be addressed and solved directly by you with the respective Redemption Partners without involving MasterCard.
18. **Privacy** – Texas Trust collects and processes your personal data in compliance with applicable data protection laws and regulations, and in accordance with the Texas Trust’s Privacy Notice, available at <https://www.texasrustcu.org/privacy-notice> .
19. **Liability** – To the extent permitted by applicable law, by way of acceptance of these Rules you agree that we will be liable for no damages caused to you in the course of your participation in the Program, save for damages resulting from our intentional actions or gross negligence. You hereby expressly agree that, to the extent permitted by law, we give you no warranty for product defects or deficiencies in respect of the Texas Trust Debit Rewards (which may be covered by the producer’s guarantee). At no point in time can MasterCard be considered as the legal owner or supplier of the Texas Trust Debit Rewards. For issues relating to the quality of the Texas Trust Debit Rewards, you will contact the relevant Redemption Partner.
20. **Use of the Program Site.** The following requirements apply to your use of the Program Site:
 - You will not use any electronic communication feature of the Program Site for any purpose that is unlawful, tortious, abusive, intrusive on another’s privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful.
 - You will not upload, post, reproduce, or distribute any information, software, or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights.
 - You will not collect or store personal data about other users.
 - You will not use the Program Site for any commercial purpose not expressly approved by MasterCard in writing.

- You will not upload, post, email, or otherwise transmit any advertising or promotional materials, including without limitation, “junk mail,” “surveys,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation or unauthorized communication.
- You will not upload, post, email, or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality of any computer software or hardware or telecommunications equipment.

The Internet may be subject to breaches of security. To the maximum extent permitted by applicable law, MasterCard is not responsible for any resulting damage to any user’s device or computer from any such security breach, or from any virus, bugs, tampering, unauthorized intervention, fraud, error, omission, interruption, deletion, defect, delay in operation or transmission, computer line failure or any other technical or other malfunction. You should also be aware that e-mail and other submissions over the Internet may not be secure, and you should consider this before e-mailing MasterCard or the any information or posting information to the Program Site. MasterCard makes no representation or warranty whatsoever regarding the suitability, functionality, performance, availability or operation of the Program Site. This Program Site may be temporarily unavailable due to maintenance or malfunction of computer equipment.

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21. **Intellectual Property Ownership.** As between you and MasterCard, you own your content provided to the Program Site. You hereby grant MasterCard, for an unspecified period, a non-exclusive, irrevocable license to use, copy, modify, display, distribute and create derivative works of any of your content displayed, transmitted or distributed through the Program Site. Your content may be used by MasterCard on the

following fields of exploitation: reproduction, in particular, digital reproduction, as well as dissemination, including making your content available. You agree that MasterCard is not obliged to reveal your authorship associated with MasterCard's use of your content. MasterCard owns the Program Site, MasterCard content, and the selection, coordination, and arrangement thereof, including but not limited to visual interfaces, interactive features, graphics, design, compilation, computer code, products, software, and all other elements and components of the Program Site excluding your content and content that originates from parties other than MasterCard. MasterCard also owns the copyrights, trademarks, and other intellectual and proprietary rights throughout the world associated with the MasterCard content and the Program Site. You may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of the MasterCard content in whole or in part except as expressly authorized by MasterCard. There are a number of trademarks, logos, service marks, slogans, product names and designations and other proprietary indicia (collectively "Trademarks") used in the Program Site and in the MasterCard content. By making these Trademarks available through the Program Site and in the MasterCard content, MasterCard is not granting you a license to use them in any fashion, and you are not granted any license under any of MasterCard's or any third party's Trademarks or other intellectual property rights. The unauthorized copying, displaying, selling, distributing or other use of any MasterCard content or Program Site is a violation of the law. You acknowledge having been advised by MasterCard that the content and Program Site is protected by a variety of laws, including but not limited to, copyright laws and treaty provisions, trademark laws, patent laws and other intellectual property and proprietary rights laws.

22. **Assignment** – By accepting these Rules you expressly agree that we can transfer to any other person any or all of our rights and duties under these Rules at any time and that such transfer will not be subject to points (a) and (b) of section 16 "Changes" of these Rules.
23. **Contact us** – All your inquiries and notices with regard to the Program Site of these Rules must be submitted by calling 833-247-2469 between 8am - 8pm (Central Time) Monday through Friday, or 8 am - 6 pm (Central Time) Saturday through Sunday.
24. **Severability** – Should any part or provision of these Rules be held unlawful, invalid or unenforceable, that portion will be deemed severable from these Rules and will not affect the validity and enforceability of any remaining provisions. These Rules supersede any prior agreement, representation, warranty and understanding with respect to the Program. To the extent that anything in or associated with this Program is in conflict with or inconsistent with these Rules, the Rules will take precedence, unless otherwise specified. MasterCard's failure to enforce any provision of these Rules will not be deemed a waiver of such provisions nor of its right to enforce such provisions.
25. **Law** – These Rules and other terms of your participation in the Program will be governed by the laws of the state of New York and all disputes resulting from your participation in the Program will be subject to the exclusive jurisdiction of courts located in the state of New York to the extent permitted by applicable law.