

These terms and conditions contain important information describing how the KALSEE Credit Union Cash Back Rewards Program works and form an agreement between you and KALSEE Credit Union. You agree that use of your Account or any feature of the Rewards Program constitutes your acceptance of the terms and conditions contained in this Agreement.

1. Definitions. As used in this Agreement, the following words have the following meanings:

- **“Agreement”** means these terms and conditions.
- **“Rewards Program”** means this Cash Back Rewards Program.
- **“Account”** means your credit card account that is linked to the Rewards Program.
- **“Card”** means any credit card or account number used to access your Account.
- **“We”, “us”, “our”, or “Credit Union”** mean Kalsee Credit Union.
- **“You” and “your”** mean the person responsible for the Account and for complying with this Agreement.
- **“Authorized User”** means anyone you permit to use the Account.
- **“Cash Back Rewards”** are the rewards you earn under the Rewards Program.
- **“Purchase”** means the use of your Card to purchase goods and services. It does not include the use of your card to make Cash Advances and/or Balance Transfers.

2. Our Right to Discontinue or Make Changes to the Rewards Program. We may discontinue/cancel the Rewards Program at any time. We may also make changes to the Rewards Program and/or the terms of this Agreement at any time. For example, we may add new terms, delete terms, change how you earn Cash Back Rewards, temporarily prohibit you from earning Cash Back Rewards. We may supplement this Agreement with additional terms, conditions, disclosures and agreements that will be considered part of this Agreement.

If we add or increase fees applicable to the Rewards Program, decrease or limit the amount of Cash Back Rewards you may earn, or discontinue the Rewards Program, we will give you 30 days' advance notice. Any such notice may be provided to you in writing or delivered to you electronically, at our option. We will give you notice of other changes to the Rewards Program or this Agreement by posting an updated copy of this Agreement on our website, www.kalsee.com/credit-card-disclosures. You understand and agree that we can make these changes at any time.

3. Cash Back Rewards. You may earn 1.50% cash back on all Purchases made using your Card. You will not earn Cash Back Rewards on Cash Advances and/or Balance Transfers. Purchases submitted by you, an authorized user, or the merchant utilizing anything other than a recognized purchase code through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify for Cash Back Rewards if the technology is not set up to process the purchase in that rewards category. You understand and acknowledge that the Credit Union has no control over such purchase codes.

Unless you elect otherwise, Cash Back Rewards will be applied to your Account on the first business day following the end of the monthly billing cycle in which the Cash Back Rewards were earned. If your Account has a zero balance at the time of the application of the Cash Back Rewards, and there is no additional activity on your Account for thirty (30) days thereafter, we will transfer the Cash Back Rewards from your Account and deposit the Cash Back Rewards into your Credit Union share account. If your Credit Union share account is closed, we will mail you a check representing your Cash Back Rewards.

If you would prefer to have your Cash Back Rewards deposited into your eligible Credit Union share account or Credit Union checking account, you must complete the Visa Signature Cash Back Credit Card Program Election form. You may obtain a Visa Signature Cash Back Credit Card Program Election form by calling 1-877-KALSEE1 or at any KALSEE branch.

Note that Cash Back Rewards may be deposited only into a Credit Union share or checking account established under the same membership number as the primary member on your Account. By way of example, if your Account is established under membership number 12345, then Cash Back Rewards may be deposited only into a Credit Union share or checking account established under membership number 12345.

Purchases that have been authorized during a particular monthly billing cycle but have not yet posted to your Account during that monthly billing cycle will not be eligible for Cash Back Rewards during that monthly billing cycle.

Cash Back Rewards are based on Purchases made during that billing cycle, less any returns or refunds. If you have more returns or refunds than Cash Back Rewards earned from Purchases, Cash Back Rewards will be deducted, and may result in negative Cash Back Rewards.

Unless the total amount of credits and payments applied to your Account between the statement closing date and the payment due date equal or exceed your statement balance, you are still required to pay your minimum payment or your remaining statement balance, whichever is less, by the payment due date.

You cannot transfer or move your Cash Back Rewards unless expressly provided for in this Agreement. Additionally, Cash Back Rewards cannot be transferred by operation of law, such as by inheritance, in bankruptcy or in connection with a divorce. We're not responsible for any disputes you may have with any authorized users or joint owners on your Account regarding the Rewards Program.

4. How You Could be Prohibited from Earning Cash Back Rewards. We may temporarily prohibit you from earning Cash Back Rewards if you fail to make the minimum payment on your Account within 30 days of the due date. We may also temporarily prohibit you from earning Cash Back Rewards if we suspect that you've engaged in fraudulent activity related to your Account or the Cash Rewards Program. You can begin earning and using points again in the next billing cycle after your Account becomes current or when we no longer suspect fraud or misuse of the Account or Rewards Program.

5. How You Could Lose Your Cash Back Rewards. You will immediately lose all your Cash Back Rewards if your Account status changes, or your Account is closed, for any of the following reasons:

- You fail to make the minimum payment on your Account within 60 days of the due date
- You fail to comply with this or other agreements you have with the Credit Union
- We believe you may be unwilling or unable to pay your debts on time
- You file for bankruptcy
- We believe that you've engaged in fraudulent activity related to your Account or the Program
- We believe that you've misused the Rewards Program in any way

6. Your Tax Liability. Your participation in the Rewards Program may result in miscellaneous income received from the Credit Union and we may be required to send you, and file with the IRS, a Form 1099-MISC (Miscellaneous Income) or Form 1042-S (Foreign Person's U.S. Source Income Subject to Withholding) for the year in which you participate and are awarded the benefits of the Rewards Program. You are responsible for any tax liability related to participating in the Rewards Program. Please consult your tax advisor if you have any questions about your personal tax situation.

7. We Make No Warranties. The Credit Union and its third-party service providers and their respective affiliates, directors, officers, employees, agents, or contractors make no representations or warranties, either express or implied, including, those of merchantability, fitness for intended use or a particular purpose and otherwise arising by law, custom, usage, trade practice, course of dealing or course of performance. You release the Credit Union, its third-party service providers, and their respective affiliates, directors, officers, employees, agents, and contractors for all activity in connection with the Rewards Program.

Participating merchants and third-party service providers are responsible for the quality and performance of any products or services they provide. The Credit Union is not responsible for any aspects of the products and services provided by participating merchants or third-party service providers.

8. Your Indemnification Obligation. You agree to indemnify and hold the Credit Union and its third-party service providers and all of their respective affiliates, directors, officers, employees, agents and contractors harmless from and against any loss, damage, liability, cost, or expense of any kind (including attorneys' fees) arising from your or an authorized user's or joint owner's use of the Rewards Program, any fraud or misuse of the Rewards Program, violation of this Agreement and/or violation of any applicable law or the rights of any third party.

9. Communications. We may send communications about the Rewards Program to you at any mailing or email address in our records or through our online services. You must promptly advise us regarding any changes to your contact information by logging into Online Banking or visiting one of our branches.

10. Other Important Information.

We may assign our rights and obligations under this agreement to a third party, who will then be entitled to any of our rights that we assign to them.

We may enforce the terms of this agreement at any time. We may delay enforcement without losing our right to enforce this agreement later. If any term of this agreement is found to be unenforceable, we may still enforce the other terms.

This Agreement and use of the Rewards Program is governed by federal law, as well as the law of Michigan, and except as may otherwise be required by law, will apply no matter where you live or use the Rewards Program. The Rewards Program is void where prohibited by federal, state, or local law.

Questions or concerns regarding the Rewards Program should be directed to KALSEE Credit Union at 1-877-KALSEE1 (877-525-7331).