

## Cash Back Program Terms and Conditions

### Enrollment

1. Membership in Mall is available to all eligible U.S. Mall participants. Your credit union may at any time, modify or amend your eligibility to participate in the Program.
2. Agreement and acceptance of the terms and conditions of the Mall constitutes enrollment in the Program.
3. Your credit union reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Mall (or any part thereof) with or without notice. You can review the most current version of the Terms and Conditions at any time by accessing the Program Web site. In addition, you shall be subject to any posted guidelines, rules, or disclosures applicable to the Program that may be posted on the Program Web site.
4. These terms and conditions are supplemental to the original terms and conditions of Mall which still apply.
5. Mall is offered with no additional fee.

### Earnings

1. Bonus cash earnings are calculated on card transactions as defined by the various Mall merchant partner offers, and may exclude applicable shipping, tips and taxes.
2. Program merchants, offers, and bonus cash earning levels can change, be added or deleted at any time, without notice. Visit the Program Web site regularly for up-to-date Program details.
3. Bonus cash earnings are based on net purchases (purchases minus returns) with your card. Checks used to access your account will not earn bonus cash in the merchant network Program.
4. To earn bonus cash, you must make your purchase(s) using the link from the program site, which will take you directly to the merchant site.
5. Returns, cancellations and exchanges of merchandise are subject to the policy of the retailer from which you made your purchase. If you return or cancel an item, the bonus cash earned from the original purchase will be deducted from your bonus cash balance. Likewise, if you exchange merchandise, the bonus cash earned from the original sale will be deducted from your bonus cash balance because the exchanged for merchandise was not purchased through the program Web site. To earn bonus cash on the exchanged for merchandise under this program, you will need to return the originally purchased merchandise, and once your return is credited to your card, you can use the Program Web site to purchase the new merchandise.
6. If you believe that you have made purchases that should have resulted in the addition of bonus cash to your accumulated bonus balance, and you see that the cash has not been reflected within thirty (30) days of your purchase date (or the date the charge appears on your credit card statement), you can contact us by using the "Contact Us" link on the Program Web site within sixty days (60) of the date of such purchase and we will investigate the situation. (If you wait longer than sixty (60) days, your ability to claim the Mall bonus cash will be considered waived.) Note: Mall bonus cash on Travel redemptions will post to your account 30 days after scheduled travel date. We may ask you for documentation of your spending should you contest that the transaction should have resulted in cash earnings.

### Merchant Network

1. Your credit union is not liable for any losses, damages, injuries, costs or disabilities that you may suffer while consuming, using, installing or experiencing any of the products or services offered by Program merchant partners.
2. Program merchant partners selected by your credit union are committed to providing quality service. However, your credit union makes no warranties or representations with respect to the quality or fitness for use of any product or service or the nature or quality of any of the Program

merchant partners. Inclusion of a business as a Program merchant partner is not an endorsement of that business by your credit union.

3. Program merchant partners are solely responsible for the information contained within the Web sites accessed via the Program Web site links and your credit union will have no liability for the content of such sites. Any comments regarding those web sites should be directed to the Program merchant partners that own/manage those sites.

## **Change or Cancellation of Account/Program**

Closed or cancelled accounts will be ineligible to earn bonus cash which post after the cancellation or closing date. If your card has been lost or stolen, applicable cash earnings and your Mall cash will be transferred to your new account.

## **CUDEals Terms of Use**

CUDEals is a service of Affinity Solutions, Inc. ("Affinity", "we" or "us"), made available to enrolled credit union members in connection with your credit union's bonus cash program. These CUDEals Terms of Use (referred to as the "CUDEals Terms") supplement your credit union's Terms of Use, but only with respect to your activity in connection with CUDEals through your credit union's bonus cash program. Any inconsistency between these CUDEals Terms and the credit union's Terms of Use will, with respect to your activity in connection with CUDEals, is governed by these CUDEals Terms.

By purchasing or using a service or product through the CUDEals program, you agree to these CUDEals Terms, as stated herein and as they may be modified from time to time, as well as the specific terms, restrictions, and conditions applicable to the service or product offer you are purchasing.

**CUDEals Program.** The CUDEals program provides you with the opportunity to purchase products and services from third party providers ("Merchants") at a discount or with a time-limited promotional-added value. CUDEals are available through your credit union's website, and are also sent to you by e-mail if you have elected to receive CUDEals e-mails, which you can do through your account settings. CUDEals will send you offers to purchase certain products or services from Merchants (collectively referred to as "Deals") using your credit, debit or prepaid card. You will be under no obligation to make any purchase at any time, and may opt out of receiving messages about CUDEals at any time. The terms of each Deal are unique and are explicitly described in the Deal itself along with instructions on how to redeem so please read each Deal carefully.

**General Deal Terms.** Deals are subject to specific terms for that Deal, in addition to the General Deal Terms found below. Deal-specific terms will be disclosed to you when you view the Deal and supersede any terms that conflict with these CUDEals Terms, except to the extent such terms are prohibited by applicable law. Unless otherwise noted in connection with a particular Deal or required otherwise by law, the following general terms apply to all Deals:

Deals may be withdrawn or changed without notice at any time prior to purchase.

You must be a resident of the United States, at least the age of majority in your jurisdiction of residence who can form legally binding contracts under applicable law.

Your credit union may at any time, modify or amend your eligibility to participate in this Program.

You must provide accurate information when purchasing a Deal. If you provide an inaccurate or non-working email address, or your email changes and you fail to let us know, you will not receive certain types of Deals requiring email delivery and the credit union and Affinity will not be responsible for your failure to receive your Deal.

You are solely responsible for any and all activity that occurs while using CUDeals, including any Deals purchased.

Some Deals are provided for a limited number of purchasers or purchases, as specified for the particular Deal terms. Any attempt to obtain more than the permitted number of purchases specified for a particular Deal by using multiple or different identities, forms, registrations, addresses or any other method will void your purchases. Affinity will be the arbiter, at its sole discretion, as to whether purchase characteristics indicate a violation of these CUDeals Terms.

Be aware of any promotional expiration dates that may be associated with the Deal. Merchants will not offer extensions beyond the expiration date, so redeem the Deal before its expiration.

By placing an order and purchasing a Deal, you agree to the specific terms, restrictions and conditions associated with the Deal.

A Deal may only be used for a single transaction at Merchant.

None of CUDeals, Affinity, your credit union, or the Merchant is responsible for lost or stolen Deals.

The Merchant offering the Deal is solely responsible for the applicable Deal and services or products offered, including any and all injuries, illnesses, damages, claims, liabilities, losses, disabilities and costs suffered by or in respect to you, caused in whole or in part by the Merchant or its products and services, as well as for any unclaimed property liability arising from unredeemed or partially redeemed Deals. Your credit union and Affinity are not liable for any injuries, illnesses, damages, claims, liabilities, losses, disabilities or costs that you may suffer while consuming, using, installing or experiencing any of the products or services offered by Merchants. Merchants selected by your credit union and Affinity are committed to providing quality service; however, your credit union and Affinity make no warranties or representations with respect to the quality or fitness for use of any product or service or the nature or quality of any of the Merchants. Inclusion of a business as a Merchant in the Program is not an endorsement of that business by your credit union or Affinity.

In connection with your purchase of a Deal, your information may be shared with the Merchant and any other service provider required to fulfill the Deal.

You may choose to opt out of receiving further CUDeals either through email or other channels by clicking the "Unsubscribe" link in the footer of any CUDeals email you receive, or through the CUDeals settings in your account.

**Merchant Responsibilities.** CUDeals markets the Deals and acts as an agent in selling Deals on behalf of Merchants. The Merchant is the sole issuer of the Deal. Availability, returns, cancellations and exchanges are subject to the policy of the Merchant from which you made your purchase. By purchasing a Deal, you acquire the right to print and/or redeem the Deal issued by the participating Merchant and to use the Deal according to these CUDeals Terms and the Deal-specific terms. Whether you choose to print and/or redeem the Deal is within your sole control and at your sole discretion.

**Refunds.** Provided that the Deal you purchased has not been redeemed, you may request a refund of the price you paid within five (5) days following your purchase. In addition, if the Merchant refuses to honor the Deal before any expiration date associated with it, then Affinity, your credit union's service provider, will refund the price you paid for your Deal. Upon any such refund request, Affinity may request additional information and will conduct an appropriate investigation prior to such refund.

To request a refund, you must provide the following information in writing to [CUDeals](#): (a) identification of the purchase and (b) a statement, under penalty of perjury, that the item has never been redeemed. We

will investigate your claim within ten (10) business days of receiving a notice. We will report the results to you within three (3) business days after completing the investigation. We will correct the error within one (1) business day after determining that an error occurred.

**Customer Service.** If you have questions about CUDeals, please click here to contact us via email at [CUDeals](#) or call us at (866) 417-8626.

**Acknowledgements and Limitations.** The Deals can be accessed from countries around the world. Affinity reserves the right, at its sole discretion, to exclude or otherwise limit the provision of a Deal for any product or service to a person residing in any jurisdiction or geographical area. Neither Affinity nor your credit union represents or warrants that any product or service promoted through a Deal will be available for purchase by any particular person. General Release. You agree that neither Affinity nor your credit union has any liability, and you hereby release each of them, for any loss or damage arising from your participation in the CUDeals program.

**Changes to CUDeals Program/Terms.** Affinity reserves the right to change these CUDeals Terms (including the separate sections hereof) and/or terminate, change, temporarily suspend, or limit access to the CUDeals program, the features, operational elements and other terms and conditions applicable to CUDeals at any time and from time to time at our discretion. Any changes to these CUDeals Terms will not impact or change the terms of any Deals you have previously purchased, whether or not they have been fully redeemed at the time of the change.

Any such changes will be effective as of the time determined by us, with or without notice to you, provided that we will furnish you with advance written notice of any such changes as required by applicable law. If you do not agree to any change or amendment relating to these CUDeals Terms or the CUDeals program, you must discontinue your use of the CUDeals program. By continuing to use the Deals website or participating in the CUDeals program after any such change or amendment, you agree to that change or amendment, except as provided otherwise by applicable law. Affinity may cancel your participation in the CUDeals program for any reason, at any time, for example, if the CUDeals program is terminated, your participation in the credit union's bonus cash program is terminated, or if we determine that you have violated the CUDeals program rules, any Deal-specific terms or these CUDeals Terms.