

uChoose Rewards® Program Terms and Conditions

These uChoose Rewards Program Terms and Conditions (“Agreement”) describe how the uChoose Rewards Program work (for both Consumer and Small Business Products), and is your contract with Credit Card Services Rewards, LLC. Your Account agreement provided by Fifth Third Bank, National Association, which is a separate document, outlines the terms and conditions for your Account and associated card.

You accept this Agreement if you use your Account or any feature of the Program. This version of the Agreement takes the place of any earlier versions.

Definitions

In this Agreement, these terms have the following meanings:

1. "Account" refers to a credit card account opened by you at Fifth Third Bank, National Association.
2. "Program" or "uChoose Rewards Program" means the rewards program that allows Participants to earn and redeem Rewards Points for rewards.
3. "Program Administrator" means the third party service provider under contract with Fifth Third Bank, National Association, including Credit Card Services Rewards, LLC, that hosts the Program Website and services the Program.
4. "Purchase" means the dollar value of goods and services paid by using your Account, minus any credits, returns or other adjustments as reflected on your Account statement.
5. "Rewards Points Account" means the account that tracks Rewards Points earned by the Participant located on the Program Website.
6. "Rewards Points" means the points that we offer and you may earn under the Program.
7. "we," "us," or "our," means Credit Card Services Rewards, LLC
8. "you," "your," or "Participant" means the individual(s) who is using the credit card or Account of Fifth Third Bank, National Association to obtain Rewards Points that qualify for rewards.

Eligibility

1. Participants must have an active and open Account with us to participate in the Program.
2. Eligibility is restricted to Participants that have an Account statement mailing address within the 50 United States, the District of Columbia, United States territories, or United States military address (such as APO).
3. This Program is available to all Accounts provided you remain in good standing with us.
4. Small Business Rewards Products – For individual users of a small business card that are not a primary account holder you may not be eligible to earn and redeem Rewards Points – please contact your primary account holder to learn if your user Account is eligible.

Program Administration

1. Program is accessible via the online credit card management website. Access is available through your online banking portal or <https://manage.creditcardservices.com> (“Program Website”).
2. We reserve the right to cancel or temporarily suspend the Program at any time without advance notice, which may result in the cancellation of outstanding Rewards Points. We have the right to change the Program without advance notice to you.
3. We have the right to monitor all Rewards Points Account activity. We reserve the right to cancel any Program membership in the event of fraud, abuse of Program privileges, or violation of the Program rules; including any attempt to sell, exchange, or transfer Rewards Points, or any instrument exchangeable for Rewards Points. If you have conducted any fraudulent activity, we reserve the right to take any necessary legal action and may have grounds to confiscate any rewards redeemed as a result of such activity. In addition, you may be liable for monetary losses to us, including litigation costs and damages and you will not be allowed to participate in the Program in the future.
4. We may, at any time and without prior notice, (i) change, limit or terminate any aspect of the Program, or (ii) update, amend or terminate this Agreement in whole or in part. Changes may affect outstanding transactions and Rewards Points.

Point Accrual

1. You will earn Rewards Points for every qualifying Purchase pursuant to the chart below. This may include using your credit card or by participating in certain other Account activity with us. No retroactive

Rewards Points will accrue. Returns are subject to the return policy of the retailer from which you made your Purchase. If you return or cancel an item, Rewards Points are also reversed from that sale.

Rewards Points Accumulation & Redemption Options	
1 Rewards Point for each \$1 in Purchases.	
Classic	Rewards Points may only be redeemed for cash back as a statement credit. No other rewards may be redeemed.
Ultimate	Rewards Points may only be redeemed for rewards other than cash back. Cash back may not be redeemed.
World	Rewards Points may be redeemed for either (i) cash back as a statement credit, or (ii) rewards that are not cash back.
World Elite	Rewards Points may be redeemed for either (i) cash back as a statement credit, or (ii) rewards that are not cash back.

2. You will not earn, or otherwise accrue, any Rewards Points if you are in default under your Account agreement with Fifth Third Bank, National Association.
3. Promotional Offers: From time to time we may make promotional offers, including bonus Rewards Points offers and merchant specific offers. These offers are subject to the terms of the offer and this Agreement. These offers may be available only for a limited time, may include a limit on the number of Rewards Points you may earn, and may contain other conditions and limitations. See the offer for details.
4. Certain promotional merchant offers require Purchases to be made through the Program Website and/or through a specific merchant offer link. Exchanges made with such merchants may be ineligible for Rewards Points, such as when merchandise is exchanged, the merchant cancels the order and replaces it with a new one. Since the new order was not made through the Program Website, Rewards Points cannot be tracked. Because of this, the retailer will not pass the Rewards Points to Program rewards, which means Program rewards cannot access the Rewards Points to put in your account. To avoid losing your Rewards Points on exchanges, please make sure all returns are final. Once your refund is credited to your card, place the order again through the Program Website to be sure you receive Rewards Points on your Purchase.
5. Transactions from lost, canceled, or stolen credit cards; or fraudulent Purchases will not earn Rewards Points.
6. Participants will not earn Rewards Points if the Account has been closed, whether closed by Participant or us. Once the Account is closed, Rewards Points will not be credited and Rewards Points will be immediately forfeited and cannot be redeemed. We determine what constitutes a closed Account under your Account agreement.
7. The Program is based on net Purchases only and does not include cash advances, balance transfers, or wire transfers. It also does not include any fees posted to your Account, including (but not limited to) late fees, over limit fees, and finance charges.
8. There is no annual cap to how many Rewards Points you can earn.
9. Rewards Points earned during a calendar month are posted to the Participant's Rewards Points Account by the 1st day of the following month; provided, however, in the event a qualified Purchase in a month has not completed posting to your Account as of the last day of such month then we may delay posting the corresponding Rewards Points to your Rewards Points Account until the 1st day of the second (2nd) calendar month following the month in which the Purchase was made. Qualifying Purchases that have not been cleared or posted to a Participant's Rewards Points Account are not eligible for redemption.
10. Dollar and cents amounts will be rounded down to the nearest whole dollar amount when calculating Rewards Points earned. For example, if you make a qualifying purchase of \$5.65, you will be awarded 5 Rewards Points.
11. Rewards Point balances are available for view online at the Program Website.
12. Rewards Points cannot be transferred from one Rewards Point Account to another Rewards Point Account.
13. Rewards Points from multiple Accounts may be pooled together at our discretion – please check the Program Website for more information.
14. Rewards Points may not be assigned, transferred and/or pledged to any third party. Participant has no property rights or other legal interests in Rewards Points.

15. Participant is responsible for any personal tax liability that may be related to participation in the Program.
16. If your Rewards Point Account does not represent the correct number of Rewards Points that you should have been awarded, we reserve the right to adjust your Reward Points balance. If you have been awarded Rewards Points in error or if you believe your Rewards Point Account has been the subject of any suspicious activity, please contact us immediately using the "Contact Us" feature of the Program Website.
17. If you believe that you have made Purchases that should have resulted in the addition of Rewards Points to your accumulated Rewards Points balance, and you see that the Rewards Points have not been reflected within thirty (30) days of your Purchase, please contact us within ninety (90) days of the date of such Purchase and we will investigate the situation. (If you wait longer than ninety (90) days, your ability to claim the Rewards Points will be considered waived.)

Loss of Rewards Points

1. Expiration. Rewards Points for the Ultimate card program will expire within 3 years. However, Rewards Points earned on World Elite, World, and Classic card programs do not expire.
2. Calculation of Expiration Period. For rewards products under the Program that do expire, Rewards Points expire on their expiration date. The Rewards Point expiration date is the date that is 3 years (1,095 days) from the date the Rewards Point accrued. For example, if your Rewards Point accrued on October 1, 2021, the expiration date for such Rewards Point will be September 30, 2024 (excluding leap years).
3. Forfeiture. Rewards Points earned with your Account will be forfeited if your Account is closed for any reason, and you will not be able to redeem the Rewards Points.
4. Cancellation. We may cancel your enrollment in the Program, and terminate your ability to earn or redeem Rewards Points, if we suspect or know that you have committed fraud, are abusing the Program, or you violate this Agreement or any applicable Program terms and conditions. Violating this Agreement may include but is not limited to an attempt to sell, exchange or otherwise transfer Rewards Points or any instrument exchangeable under the Program to a third party or not using the Program as intended.

Certain Merchant Promotions

1. Purchase Categories. In the event we offer Rewards Points promotions based on certain merchant categories (e.g., gas or grocery), merchants that accept your rewards card are assigned to categories based on their business type. Different card readers used by the same merchant may be assigned to different categories. All transactions at a particular card reader are included in the category assigned to that card reader. We do not control which categories card readers are assigned. We use merchant categories to identify which Purchases qualify to earn promotional or bonus Rewards Points. From time to time, transactions may be prevented from earning Rewards Points, and Purchases may be prevented from earning bonus or promotional Rewards Points, because the transaction occurs at a card reader that is assigned to a category that does not qualify to earn Rewards Points or bonus or promotional Rewards Points.

Redeeming Rewards Points

1. No cash refunds or partial awards will be issued upon redemption of Rewards Points.
2. For cash back rewards, cash back is offered in the form of a statement credit. You must request the redemption of Rewards Points on the Program Website to receive cash back as a statement credit.
3. Rewards Points may not be used with any other discount or coupon offer.
4. All Rewards Points must be redeemed using either (i) the Program Website, or (ii) through the third-party participating merchants in the "Pay with Points" program within the uChoose Rewards Program.
5. If you have questions about the Program, those questions can be sent to the Program Administrator using the "Contact Us" feature of the Program Website.
6. Rewards Points will be redeemable only if your Rewards Points Account is open and in good standing.
7. The Participant must redeem Rewards Points, but another person may use the rewards. The Participant is responsible for any tax liability or other charges related to participation in the Program or redemption of Rewards Points, and for payment of any taxes or charges. Examples of such charges include without limitation, baggage charges, departure taxes, or other charges that may have been assessed by government entities.
8. We reserve the right to disqualify any Participant from participating in the Program and to invalidate all Rewards Points for abuse, fraud, or any violation of this Agreement.

9. We and our suppliers and service providers are not responsible for the replacement of lost, stolen, or damaged documents awarded for the redemption of Rewards Points.
10. We reserve the right to pass on any processing and/or surcharge fees that may be incurred on the rewards.
11. Rewards Points with the shortest time until expiration are redeemed first.
12. Small Business Rewards Products – Rewards Points can only be redeemed once. For Accounts associated with a small business credit card, the business entity's primary account holder can access and redeem all available Rewards Points earned in connection with the associated Account that participates in the Program.

Use uChoose Rewards: Pay with Points

1. With uChoose Rewards: Pay with Points you can use your Rewards Points for Purchases at many e-commerce merchants – please visit the Program Website to view a list of participating merchants. When you visit a participating Pay with Points e-commerce merchant, you will need to enroll your card issued by us and associated with your Rewards Points Account with the participating merchant and agree to any applicable terms and conditions provided by such participating merchant.
2. You will then be able to use your Rewards Points to cover some or all of an eligible Purchase with a participating merchant in the uChoose Rewards: Pay with Points program. When you use your Rewards Points to cover your entire Purchase we will deduct the Rewards Points you used from your Rewards Points Account. When you use your Rewards Points to cover only part of your Purchase as a participating merchant, we will deduct the Rewards Points you used from your Rewards Points Account, but you will be responsible for the amount of the Purchase that is not covered by your Rewards Points Account. Please see the terms and conditions of the participating Pay with Points merchants for more details on how eligible transactions can be redeemed through a combination of your Rewards Points and a different payment method enrolled with such merchant. You are fully responsible to cover the balance of any Purchase if your Rewards Points do not cover the full cost of the Purchase.
3. Returns under Pay with Points redemptions are subject to the policies of the participating merchant.

Miscellaneous

1. There are additional terms and conditions associated with the Program and the redemption of Rewards Points for merchandise, travel, event tickets, activities and gift cards, and cash back. Visit the Program Website to view the details of those redemption options and their associated terms and conditions. Additionally, the Pay with Points feature of the Program involves certain participating third -party e-commerce merchants that will accept your Rewards Points under the Program through such merchant's own reward redemption programs. Your use of Rewards Points at these participating merchants through Pay with Points is also subject to the terms and conditions of such participating merchants. Visit the Program Website to view the participating merchants in Pay with Points and their associated website links where you can find terms and conditions for the participating Pay with Point merchants.
2. You acknowledge and agree that as part of the Program certain rewards information about you and your Rewards Points Account may be provided to merchants and other parties involved in the Program and your transactions. You acknowledge and agree that we have no control over and liability for any use of such information by those third parties.
3. We have no liability for disagreements regarding Rewards Points. Our decisions regarding Rewards Points and point discrepancies will be final.
4. You agree to comply with all applicable laws, rules, statutes, ordinances, and regulations in connection with your participation in the Program and your use of goods and services.
5. **General Disclaimer.**

YOU AND ANY BENEFICIARY OF THE PROGRAM AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS FIFTH THIRD BANK, NATIONAL ASSOCIATION, MASTERCARD®, THE PROGRAM ADMINISTRATOR AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS, DAMAGES, OR LIABILITY, INCLUDING BUT NOT LIMITED TO PHYSICAL INJURY OR DEATH, ARISING OUT OF YOUR PARTICIPATION IN THE PROGRAM, THE RECEIPT OF ANY REWARDS PRODUCTS AND/OR SERVICES, OR OUR DECISION TO TERMINATE THE PROGRAM. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL FIFTH THIRD BANK, NATIONAL ASSOCIATION, PROGRAM ADMINISTRATOR, OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, PROMOTION AGENCIES, AGENTS, SUCCESSORS, ASSIGNS, AND SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PROGRAM OR REWARDS, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BY

PARTICIPATING IN THE PROGRAM, YOU WAIVE ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORUM.

TO THE FULLEST EXTENT ALLOWABLE BY LAW, FIFTH THIRD BANK, NATIONAL ASSOCIATION, PROGRAM ADMINISTRATOR, AND THEIR PROMOTION AGENCIES SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE REWARDS PRODUCTS AND/OR SERVICES OFFERED ON ANY RELATED WEBSITE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. You agree to rely solely on the manufacturer's warranties, if any, for any rewards redeemed through this Program. **IF FIFTH THIRD BANK, NATIONAL ASSOCIATION OR PROGRAM ADMINISTRATOR IMPROPERLY DENY REWARDS POINTS OR YOU ARE DENIED A BENEFIT OF THE PROGRAM, OUR LIABILITY WILL BE LIMITED TO THE EQUIVALENT AMOUNT OF REWARDS POINTS.** All questions regarding rewards, including without limitation the accrual and/or the fulfillment of rewards, will be resolved solely by Fifth Third Bank, National Association, Program Administrator, and their service providers. By participating in the Program you acknowledge that technical processing and transmission of the website may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices. Neither the Program Administrator nor Fifth Third Bank, National Association is responsible for incorrect or inaccurate transcription of information, for problems related to any of the equipment or programming associated with the Program or utilized by you, for any human error, for any interruption, deletion, omission, defect, or line failure of any telephone network or electronic transmission, for problems relating to computer equipment, software, inability to access the Program Website, or for any other technical or non-technical error or malfunction.

6. Rewards Points (i) have no intrinsic value, other than the ability to purchase rewards under the Program, (ii) are nonrefundable and non-exchangeable, (iii) are non-transferable (except as permitted herein), and (iv) cannot be used as payment of any obligations to us or our affiliates, except to the extent specifically stated in this Agreement.
7. This Agreement is governed by applicable federal law and by Ohio law, without regard to Ohio's conflict of laws principles.
8. If any part of this Agreement is found to be invalid, the rest shall remain in effect.
9. We will not lose our rights under this Agreement because we delay or do not enforce them.