

BECU Points Visa® Rewards Program Terms and Conditions

Please read and retain these terms and conditions which contain important information about the BECU Points Rewards Program (“Rewards Program,” or “Program”) that you (“Authorized Cardholder,” “Cardholder,” “you,” “your,” and “yours”) have elected to add to your Boeing Employees’ Credit Union (“BECU,” “us,” “we,” or “our”) credit card (“Credit Card,” “BECU Visa Card,” or “Account”). These BECU Rewards Terms and Conditions (“Agreement”), are in addition to and modify the terms and conditions of the Credit and Security Agreement (and the Security Agreement for Secured Credit Card, if you currently have a Secured Credit Card) you received with your Credit Card, the BECU Points Rewards Program Statement, and any additional terms, conditions, restrictions and limitations on your redemptions located at becurewards.com (“Web Site”) which otherwise governs your Credit Card Account (collectively “Cardholder Agreements”). By participating in the BECU Points Rewards Program, you agree to be bound by this Agreement and the Cardholder Agreements. In the event of a conflict between the Cardholder Agreements and this Agreement, the terms and conditions stated in the Cardholder Agreements will govern except this Agreement will govern in any matter relating to the Program. All terms not otherwise defined below shall have the same meanings as provided in the Cardholder Agreements. We will post any changes to this Agreement on the Web Site and it is your responsibility to review the Agreement for any such changes.

1. ELIGIBILITY AND ENROLLMENT.

This Rewards Program is sponsored by BECU and is restricted to BECU Visa Cardholders in good standing (as defined by us from time to time). We, or the party hired to manage and administer BECU’s Rewards Program (“Rewards Program Administrator”), reserve the right to determine in our sole discretion whether you are eligible for enrollment or continued participation in the Program. We are not responsible for the Rewards Program Administrator’s products, services, or decisions relating to this Program or redemptions.

2. ENROLLMENT.

The terms of this Agreement are effective immediately upon your enrollment in the Program. To participate in the BECU Points Rewards Program, you agree to pay us an annual participation fee of \$25.00, whether or not you ever earn any points. This annual participation fee is payable in advance and will be fully earned upon payment. You will not be entitled to a refund if you cancel your Rewards Program during the year. You hereby authorize us to charge the participation fee to your BECU Credit Card for you to open your Rewards Program account at the end of the billing cycle in which you first request to be enrolled, and annually charge the participation fee until you terminate your membership in this Program. Each Cardholder agrees to be liable for payment of this annual fee.

The Program will be established in the name of the primary Cardholder. We will only take instructions from a Cardholder who has agreed to be bound by the Cardholder Agreements covering your Account. A Cardholder or Credit Card user who did not sign the credit application associated with your BECU Visa Card is not an Authorized Cardholder. Once you are enrolled, you can access your Program information via the Rewards Web Site at www.becurewards.com or by calling the BECU Points Rewards Program Administrator Call Center seven days a week at 1-800-810-4281, between 5:00 AM to 9:00 PM, Pacific Time.

3. QUALIFYING PURCHASES.

Only authorized charges for Qualifying Purchases made with your Credit Card for the purchase of goods or services, less any credits for charge reversals or other refunds will earn points. Qualifying Purchases do not include balance transfers, convenience checks, payments made for stored value cards such as gift cards and similar cards, wire transfers, money transfers, travelers checks and similar products that may be converted to cash such as money orders and certified checks charged to your card Account, all incidental charges and fees charged by us (for example: voluntary payment protection costs, finance charges, annual participation fees,

returned check fees, service charges, overlimit fees, and ATM fees), and purchases when your Account is not in good standing. We reserve the right to determine in our sole discretion whether a particular transaction is a Qualifying Purchase or to include or exclude other charges from the definition of Qualifying Purchases.

4. POINTS.

For each dollar of Qualifying Purchases charged to your Credit Card, you will be awarded one point. You must be currently enrolled in the BECU Points Rewards Program to earn any points. Your points will begin to accumulate from the date your enrollment in the BECU Points Rewards Program becomes effective.

Points are earned once our Rewards Program Administrator credits them to your rewards account in its Rewards point accounting system (“Rewards Account”). We may also award bonus points for certain transactions and/or for promotions (details will be provided with such offers) and such promotional

points may take up to 8 weeks to appear. There is no limit to the number of points you may earn. If points are not redeemed, points will expire in five years on the last day of the month in which they are earned. **Accumulated points will be redeemed or expire on a first-in, first-out basis.** Except for the Cash Reward option described below, points have no cash or retail value and may only be used to obtain Rewards as described in this Agreement. Points cannot be sold, attached, or pledged under any circumstance. We have the right to suspend redemption rights of your points in the event there is a dispute between you and us or between you and a joint owner or authorized user. Points cannot be used to pay any obligation owed to us or any third party or be used in conjunction with promotions or discounts offered outside of this program. We will not accumulate points for Qualifying Purchases on Credit Cards that are flagged as Suspended, Lost/Stolen, Overlimit, Past Due, Voluntary Closure, Revoked, or otherwise not in good standing with BECU. You will not be awarded points when your Account is not in good standing (for example: for any charge that causes the outstanding balance on your Credit Card to exceed your Credit Limit, for any charges posted to your Credit Card when it is in an over-limit condition, or for any charge posted when a payment on your Credit Card is past due). Your Rewards Account balance may be reduced by any returns, credits or other refunds, charge reversals, chargebacks or other disputes, or point forfeitures resulting from Account closure or default, and may be negative if credits for a particular period exceed purchases of goods and services. We will not give you notice of forfeiture. You are not entitled to compensation from us or any other entity when your points expire or are forfeited for any reason.



5. REDEMPTION OF POINTS.

You can redeem accumulated points to obtain Rewards through the Web Site at www.becurewards.com or by calling the Rewards Program Administrator Call Center directly at **800.810.4281** between 5:00 AM to 9:00 PM, Pacific Time. During these times, the Rewards Program

Administrator is available to answer any questions regarding the Program. We reserve the right to change these Rewards Program Administrator availability hours at any time without notice. **Rewards must be obtained directly from the Rewards Program Administrator and not by any other means (including telephonic, in-person, Internet or wireless communications) through any third party including any other seller, charter, agencies, airlines, associations, or persons engaged in the business of reserving, arranging, or procuring travel discounts or arrangements, tickets, vouchers, gift cards, or certificates.** We may take direction from any Authorized Cardholder when redeeming your accumulated points. We and our Reward Program Administrator will not be liable for fulfilling Rewards requests we believe in good faith are made by any person claiming the authority to act on your behalf. In addition, you may not redeem accumulated points if your Credit Card is flagged as Suspended, Lost/Stolen, Overlimit, Past Due, Voluntary Closure, Revoked, or otherwise not in good standing with BECU. Redeemed merchandise may be shipped within the 48 contiguous United States only. Gift certificates/gift cards may be shipped within all 50 states.

6. REWARDS.

You can use your points to obtain airline tickets, hotel accommodations, rental cars, cruises, destination activities/excursions and vacation packages, merchandise, gift certificates/cards, and cash back as a credit to your card Account (collectively "Rewards"). The complete selection of Rewards is available at becurewards.com. All Rewards are subject to availability and restrictions of Travel Supplier or Service Provider. Rewards and number of points required or reward levels may be changed or substituted at any time at the sole discretion of BECU for any reason. BECU and the Rewards Program Administration have the final authority on all decisions regarding all Rewards ticketing, pricing and availability and the interpretation of the terms and conditions in Agreement and Cardholder Agreements.

A. Travel Rewards.

Airline, hotel, car rental, vacation, cruise, and activity/excursion company participation may vary from market-to-market. You must make all Travel Rewards reservations via becurewards.com or through the Rewards Program Administrator Call Center. Travel Rewards may not be used for minors traveling unaccompanied by an adult. Redeemed points will be deducted from your Rewards Account at the time of booking. Any fees associated to the applicable redemption or purchase ticket will be the responsibility of the traveler at the time of booking. All Travel Rewards must be issued at the time of booking and reservations will not be held. No point amounts, Travel Rewards availability, or dates of travel are confirmed until the required number of points has been deducted and any cash balances have been paid, and the tickets or travel documents have been issued. Travel must be completed by the expiration date indicated on the travel document. The Rewards Program Administrator has the right to cancel the booking in the event of nonpayment or payment dispute. In the event that your credit card is declined, the Rewards Program Administrator will attempt to collect payment up to two times. If we are unable to obtain authorization, your package will be subject to cancellation and standard penalties will be applied. Rewards are valid only in conjunction with individual travel and are not applicable to group travel, package tours, conventions or other special rates and/or package programs, food and beverage credits, incidental expenses, or service charges. You have the option to redeem for Travel Rewards using a combination of rewards points and may offset the remainder of the total trip cost by paying in dollars with your BECU Visa Credit Card or you may pay for the entire booking directly with your BECU Visa Card without using points. If applicable, any fees or redemption associated charges will appear on your monthly credit card statement as Trip Charges. All airline tickets, hotels, car rentals, vacation packages, cruises, and activities booked in exchange for points are nonrefundable, nonendorsable, and nontransferable. Changes to bookings are subject to the Rewards Program Administration fees and conditions. All changes must be within the same travel region as defined by the carrier's fare rules and meet the booking requirements in effect at the time of the change. Any additional costs due to a permitted change are your responsibility and will be collected in U.S. dollars, not points, with your BECU credit card. You are responsible for any change, cancellation or additional collection fees imposed by the airline, hotel, car rental company, tour, cruise, or activity providers. The following additional terms and conditions apply.

Airline Travel. Each Airline Travel point redeemed equals one and one quarter

of a cent (\$0.0125 cents) towards the airline ticket purchase price. A minimum of ten thousand (10,000) points is required for airline ticket redemptions. All tickets must be obtained through the Rewards Program Administrator on an approved airline carrier. There are no blackout dates. Tickets cannot be booked more than ten (10) months in advance. You may choose the carrier and travel dates subject to availability. You may choose flights that are nonstop, direct, one-way, involve a change of planes, or flights into and out of different airports. Our Rewards Program Administrator reserves the right to decline to obtain tickets from carriers with unreliable service records. Tickets on some carriers may not be available from time-to-time. Further, due to government regulations and federal law, tickets to some destinations may not be available. You are responsible for paying any miscellaneous costs, including baggage, airport/airline fees and surcharges, government imposed fees, airline fuel surcharges, gratuities, insurance, and airline amenities. Tickets may be purchased in your name or the name of any other individual you designate. You may purchase companion full fare tickets using your BECU Visa Card. You agree to pay the additional administrative fee that may be charged to your BECU Visa Card for each companion fare purchased. Points are fully redeemed when an airline ticket is issued. All tickets booked are non-refundable, non-changeable, and are subject to all airline rules, restrictions, and limitations, which include exclusions and limitations of liability. Please consult your air carrier for information regarding airline liability limitations, baggage liability, and other regulations of the Warsaw Convention and other regulations. There are no exchanges or refunds if you fail to make a flight. All returns, exchanges, and cancellations should be handled directly with the airline issuing your ticket. For this service, the airlines charge a fee per ticket in conjunction with any additional airfare. If the Rewards Program Administrator handles a return, exchange, or cancellation, there will be an additional fee per ticket. You are responsible for any fare increases for ticket changes. Any change to your flight itinerary is subject to the airline's terms and conditions, including any applicable change fees. We and the Rewards Program Administrator are not responsible for communication of airline schedule changes. You should reconfirm flight reservations at least 24 hours prior to departure for domestic reservations and 72 hours prior to departure for international reservations. Failure to use any reservations may result in automatic cancellation of all continuing and return reservations. You must advise the airlines if your travel plans change en route. You should check with each airline regarding its specific boarding and check-in requirements. You must have a valid photo ID for airport check-in. Additional documentation such as a Passport, Visa, and certain health requirements may be required for travel outside of the United States and is your responsibility. We and the Rewards Program Administrator are not responsible for the performance of the airlines or any provider of travel services under the Program, including but not limited to delivery, bankruptcy, and schedule changes. In the event an airline ceases flying and tickets sold for future travel are not honored by other airlines, you will not receive a refund or points credit. Additional costs for overnight delivery of tickets or for delivery outside of the U.S. shall be at your expense and will be charged to your BECU Visa Card. Lost, stolen, otherwise destroyed, or expired tickets cannot be reissued or replaced. Unused tickets contain no value if not canceled prior to departure date.

Hotel Travel. Each hotel travel point redeemed equals one cent (\$0.01) towards the hotel booking price. You must be at least 21 years old to redeem Hotel Travel Rewards. The base rate displayed will be for the number of adults and/or children requested by the BECU member placing the order and staying in the room. Availability of accommodations for extra guests is not guaranteed. Hotel Travel Rewards are valid only for use by the individual noted on the booking and are not transferable, although, if requested at the time of issuance, they may be made out to a third party. If you wish to book multiple rooms, you must use a different name for each room or the duplicate reservation may be cancelled by the hotel. The number of points needed to redeem for a Rewards redemption stay may vary by nightly rate, length of stay, location of room/room amenities, category/tier of hotel, and even time of year. To make changes to your reservation, please call the Rewards Program Administrator Call Center. Hotel cancellations received within five (5) days of check-in date will be subject to a supplier cancellation fee equal to one-night room cost and room tax/service charge. No shows are non-refundable and will result in a total forfeiture of settlement and points without credit due. Additional cancellation fees may apply over peak or holiday travel periods. Cancellations or modifications handled by the hotel directly may result in additional fees. In the event of an involuntary cancellation due to weather, war, terrorism, epidemic outbreak, natural disaster, acts of civil unrest, or other acts of God, cancellation fees may be waived at the discretion of the hotel. Any additional hotel charges such as resort fees and hotel energy surcharges and any incidental charges that you incur while traveling are not included in your reservation rate and must be paid directly to the hotel. Incidental charges include but are not limited to, parking fees, baby sitting, room service, telephone fees, internet usage fees, in-room movies, mini-bar charges, gratuities, and other incidentals. Hotel bookings are available through

preferred suppliers and may not be available for all locations and destinations. Due to hotel supplier policies applicable to our preferred rates, your name may not be provided to the hotel property until 24 hours prior to your arrival. Special requests made to hotel properties are on a request only basis and cannot be guaranteed. Fees and charges may apply, depending on the service request. The hotel may require a major credit card, in one of the guest's name, or a cash deposit upon check-in.

Reservations do not include services not specified in the reservation confirmation. We and the Rewards Program Administrator are not liable for nondisclosure by the property of any hotel renovation or refurbishment.

Car Rental. Each car rental point redeemed equals one cent (\$0.01) towards the vehicle rental price. Cancellations received within two (2) days of pick-up date will be subject to a supplier cancellation fee equal to one-day rental cost. No shows are non-refundable and will result in a total forfeiture of settlement and points without credit due. Cancellation fees, rental terms, and any additional fees are subject to change without notice and may vary by location. Rental rates are based on twenty four (24) hour periods and may be subject to additional fees depending on time of return, including but not limited to hourly rental charges which will be billed directly to you by the car rental company. Redemption and Advance Purchase rental rates include unlimited mileage, taxes, and fees, however, local taxes and fees may not be included and will be assessed by the car rental location directly. Charges for optional services, which include but are not limited to insurance waivers, fuel, additional or underage drivers, and special equipment charges, are subject to change and not included in your rental and must be paid directly by you to the car rental company. Geographic restrictions may apply. Renters must be 25 years of age and have a valid driver's license, major credit card, and good driving record. One-way rentals are not permitted. Car rental redemptions are available through preferred suppliers of the Rewards Program Administrator and may not be available for all locations and destinations. Special requests made to car rental companies cannot be guaranteed. Car rental suppliers reserve the right to deny rental due to past driving record.

Vacation and Cruise Travel; Activities. Each vacation and cruise travel point redeemed equals one cent (\$0.01) towards the vacation and cruise purchase price. Vacation package and cruise prices are per person, based on double occupancy. If you book an activity or service as part of your package or cruise booking, you must print your activities and services voucher(s) which will be e-mailed to you at the time of booking, and bring it/them with you to your destination. The vacation package price does not include ground transportation unless otherwise specified in your itinerary. It is your responsibility to make sure that deposits and final payments are made by the travel supplier due date. Until payments are confirmed by the travel supplier, price, cabin, and availability are subject to change and cancellation. All travelers are subject to the terms, conditions, rules, and regulations of each applicable tour company or cruise provider. You are responsible for acquiring the necessary passports, travel documents and visas. It is your responsibility to check on all required documents as requirements are subject to change and differ for various itineraries. There are no charges from the Rewards Program Administrator for changes to cruises or cancellations; however, changes and cancellations are subject to fees from the individual cruise line and may vary by cruise line. Change fees charged by the cruise line vary by both sailing date and the types of changes made. To determine applicable change fees for your reservation, please call the Rewards Program Administrator Call Center. These fees are subject to change. Any change fees assessed will be charged to your BECU credit card. Activity cancellations received within three (3) days of activity date will be subject to a supplier cancellation fee equal to the total activity cost. Theater tickets, theme-park passes, and select sightseeing tours are completely non-refundable once booked. Cancellation fees will appear on your credit card account statement as Trip Charges. No shows are non-refundable and will result in a total forfeiture of settlement and points without credit due. We and the Rewards Program Administrator are not liable for non-disclosure by vacation package, cruise or activity supplier for changes, cancellations, or modifications of the date, length, or inclusions of vacation, cruise, or activity booked.

Travel Insurance. Travel insurance is provided by a third party insurer with no affiliation with BECU or the Rewards Program Administrator. You will receive an email confirmation including your travel insurance policy number, and specific details of coverage information within twenty four (24) hours of purchase. Exclusions may apply. Travel Insurance coverage will not cover cancellation fees. All refund claims must be submitted in writing within 30 days after the scheduled departure date with all negotiable documents (i.e. airline tickets, redeemable certificates, or vouchers, etc.) issued by the Rewards Program Administrator.

B. Car Rental Voucher Rewards.

Each car rental voucher point redeemed equals one cent (\$0.01) towards the

vehicle rental voucher price. You may redeem points to obtain car rental vouchers. Vouchers may be applied towards the total rental expense at the national car rental agency designated by our Rewards Program Administrator. Vouchers are honored at participating car rental agencies and locations in the U.S., Puerto Rico, and St. Thomas only. No blackout dates or capacity controls will apply. You will not receive credit for frequent traveler bonus miles or points under any frequent travel program when using the vouchers. Vouchers will expire on the date shown on the voucher (approximately one year from the date of issue). Vouchers may only be used by the person whose name appears on the voucher and is not transferable. Renters using a voucher must meet the credit, age and driver qualifications of the car rental agency in effect at the time and place of rental. Vouchers do not include fuel, taxes, or optional coverage. A limit of three (3) vouchers may be used at any one time. Vouchers may not be combined with any other voucher, coupon, certificate, tour rate, group rate, or promotion. Vouchers may not be redeemed in whole or in part for cash and shall be considered fully redeemed once surrendered at time of rental. The Voucher may impose additional terms, conditions, restrictions, and limitations and are to be interpreted in accordance with, and are incorporated into, this Agreement.

C. Gift Certificates/Cards and Merchandise Rewards.

Each gift certificate/card and merchandise point redeemed equals one cent (\$0.01) towards the gift certificate/card or merchandise price. You may redeem points to obtain gift certificates/cards or merchandise that we make available through the Program, subject to availability. If a particular Reward is no longer available or is out of stock, we reserve the right to offer a substitute of equal or greater value. You may not purchase a gift certificate/card in an amount greater than the maximum certificate/card value for that award. We may change the selection and number of points needed to obtain a Gift Certificate/Gift Card or Merchandise Reward at any time without notice to you. Gift certificate/card must be presented directly to the participating merchant at participating locations. Mechanical reproductions, copies, or facsimiles of gift certificates/cards will not be accepted. Gift certificates/cards are transferable to and may be redeemed by any person. Gift certificates/cards may be shipped within all 50 states, allowing 2 to 3 weeks for delivery. Additional costs for overnight delivery of gift certificates/cards or for delivery outside of the U.S. shall be at your expense and will be charged to your BECU credit card. Additional terms, conditions, restrictions and limitations appearing on the gift certificates/cards or packaging will also apply and are to be interpreted in accordance with, and are incorporated into, this Agreement. These additional terms and conditions are available by calling the Rewards Program Administrator. Please review these terms and conditions before ordering a gift certificate/card. Gift certificates/cards will expire on the date shown on the certificate/card (approximately one year from the date of issue). Gift certificates/cards may only be used once, are not exchangeable, refundable, transferable to a different certificate or Reward or redeemable for cash, and will not be reissued or replaced if lost, stolen, destroyed, or expired. Rewards are shipped prepaid and cannot be returned or exchanged unless the merchandise arrived damaged, defective or if the wrong item was shipped. Returns and exchanges must be reported to the Rewards Program Administrator within sixty (60) days of the date of your receipt. You may return damaged or defective merchandise for replacement with the same Reward. There are no refunds for any merchandise Rewards. Merchandise may only be shipped to a street address within the United States, not a P.O. Box, APO or FPO address. Some items may not be shipped to Alaska or Hawaii. Only standard shipping is available for merchandise Rewards, allowing for 4 to 6 weeks for delivery. The manufacturer's warranty, if any, is the only warranty covering merchandise Rewards. We and the Rewards Program Administrator don't make any guarantees, warranties or representations of any kind, expressed or implied, with respect to the Merchandise Rewards and expressly disclaim any implied warranties of merchantability or fitness for any particular purpose. Rewards are provided solely by the applicable manufacturers. We and the Rewards Program Administrator have no responsibility or liability for such products. You release us and the Rewards Program Administrator from any and all liability for any loss, expense, accident, injury, or inconvenience that may arise in connection with the use or defect of any Reward.

D. Cash Back Rewards.

You may redeem your points for cash back in the form of a credit to your BECU Credit Card Account. Each Cash Reward point redeemed equals a one cent (\$0.01) credit issued to your Card Account within 30 days from date of redemption. A Cash Rewards credit posting does not constitute a credit towards your Minimum Payment.

E. Charity Choice Gift Card.

You may redeem points to obtain Charity Choice Gift Cards ("CGC"). Each point

redeemed equals one cent (\$0.01) towards the CGC. When you redeem for a CGC you may designate up to three charities of your choice to receive the funds from their online list of over 250 major charities and 500 local causes. CGC provides the gift cards on an "as is," "where is," and "with all faults" basis. CGC disclaims all warranties (express or implied) arising out of, or in connection with, gift cards, including the warranties of merchantability and fitness for a particular purpose. Gift Cards are not refundable for cash or returnable to CGC and cannot be used as payment with CGC. Each Gift Card is subject to all terms and conditions that (i) are printed on the back of the card, (ii) contained in the sales order, and (iii) located on the CGC Web Site. You are purchasing the gift cards for distribution and these cards are not subject to unclaimed property laws.

7. PERIODIC STATEMENTS OF POINT ACTIVITY.

Our Rewards Program Administrator will send quarterly statements to the Primary Credit Card holder only, whenever your Rewards Account has had any point activity within the previous quarter or if any of your accumulated points are due to expire within the current quarter. These statements will be mailed approximately four weeks after the end of each calendar quarter. The Rewards statements will not show individual transactions, but will show accumulated totals for points earned, less any refunds, returns, chargebacks, and adjustments for redeemed or expired points. The manner, frequency, and timing of your Rewards statements are subject to change at our sole discretion. If you have any questions regarding the number of points in your Rewards Account, whether a particular purchase earned points, the status of a Rewards redemption, or any other question, call the Rewards Program Administrator Call Center. If you believe there has been an error, you must report such error to us promptly, but in no event more than sixty (60) days from the date the Qualifying Purchase or subsequent adjustment is posted to your Rewards Account. We are not liable for any error after that time period, and your Rewards Account will be deemed accurate. Our decision regarding any error shall be final. Any dispute concerning Rewards will not affect your payment obligation to us on your Card Account.

8. CHANGES.

We may, from time to time and in our sole discretion, amend, delete or add to the terms of this Agreement and may change or limit any aspect of the Program and its restrictions, benefits, or features, in whole or in part. Such changes are effective to all Cardholders. Changes may include, but are not limited to, the number of points required to earn specific Rewards, the type of transactions which qualify for points, the type and/or value of Rewards, the availability of Rewards, the Rewards offerings, the imposition of an annual Program membership fee or the increase of any fees associated with the Program, or the number of points which may be earned or purchased. Your accumulation of points does not give you any vested rights and you may not rely upon the continued availability of any Reward. We will post any such changes to the Agreement on the Web Site and it is your responsibility to review the Agreement for any such changes. If you fail to close your Rewards Account or any Cardholder uses your Card after the effective date of an amendment, you will be deemed to have agreed to any amendments to the Program set forth in the continuously updated Agreement at becurewards.com.

9. TERMINATION OR CANCELLATION.

We reserve the right to suspend or terminate the Program and this Agreement at any time. Our decisions regarding the Program are final. If the Program is terminated, you will be notified of the date by which you must redeem all your accumulated points. You must request issuance of the award by the effective termination date and otherwise comply with all terms of the Program in effect before termination. If we terminate the entire BECU Points Rewards Program, we will refund a pro rata share of your Program annual participation fee for the current year. We may also terminate your Rewards Account immediately, without notice, if we determine that any Cardholder has violated the redemption rules of this Program, or is in any way involved in fraud, theft, or other illegality or if we terminate or suspend your Credit Card. We may also suspend or terminate your Rewards Account if we determine your Points Rewards Card was used for manufactured spending (purchasing cash equivalents or similar liquid assets for the primary purpose of earning cash rewards under the Program) or if use of your Cash Rewards Card harms our membership. If we terminate your Rewards Account for any of those reasons, the accumulated points on your Rewards Account will be forfeited and you will not be allowed to redeem those points for any reward. Any Authorized Cardholder on your Credit Card may cancel your membership in the Program at any time by calling BECU at **206.439.5700**, or outside Seattle

at **800.233.2328** or by writing us of your intent to cancel at: **BECU, Attn: Card Services, P.O. Box 97050 Seattle, WA 98124-9750** at least ten (10) days before the end of any Billing Cycle in order to cancel this feature before the next Billing Cycle. If we do not receive your cancellation request in time to cancel the feature for the next Billing Cycle, the cancellation will not be effective until the first day of the next Billing Cycle. If any Cardholder cancels membership in the Program and continues to maintain a BECU credit card account, BECU may credit any remaining accumulated points to the equivalent cash value to your account balance. However, if you leave the Points Rewards Program and close your BECU Visa account, any remaining points will be forfeited. After termination or cancellation of the BECU Points Rewards Program, the terms and conditions of this section shall no longer apply to your Credit Card. All other terms and conditions of your Credit Card Agreements shall apply. You will still be obligated to make monthly payments and comply with all of the terms and conditions stated in your Cardholder Agreements.

10. INCOME TAXES.

Earning points or redemption of points for Rewards may result in tax liability. Any applicable federal, state, or local tax obligations related to the Program are your sole responsibility. Please consult your tax advisor concerning any such income or other tax consequences related to your participation in the Program. Tax reporting, if any, will be made to the tax identification number of the Primary Credit Cardholder.

11. LIABILITY.

BECU, the Program Administrator, and their parent and subsidiary companies and affiliates ("Program Sponsor and Program Administrators") are only agents for the providers of travel services or other products and services. By participating in the BECU Points Rewards Program, you agree that all merchandise and travel services, including but not limited to services provided by any travel agency, air carrier, car rental agency, lodging provider, or any other person, ("Service Provider" or "Supplier"), are only provided by that Service Provider or Supplier and not by the Program Sponsor or the Program Administrators. In addition to being subject to the terms of this BECU Points Rewards Program, you will also be subject to and must comply with the terms of the Service Provider or Supplier tickets, vouchers, certificate, cards, contracts, and rules and regulations established by our Rewards Program Administrator. We and the Program Administrator do not guarantee the accuracy of, and disclaim liability for inaccuracies relating to the information and description of the merchandise, charities, hotel, air, cruise, car and other travel products displayed on our Web Site (including, without limitation, photographs, list of hotel amenities, general product descriptions, etc.). The Program Sponsor and the Program Administrators make no representations about the suitability of the information, software, products, and services contained on our Web Site for any purpose, and the inclusion or offering for sale of any products or services on this Web Site does not constitute any endorsement or recommendation of such products or services by the Program Sponsor and or the Program Administrators. The carriers, hotels and other Service Providers or Suppliers providing travel or other merchandise or services are independent contractors and not agents or employees of the Program Sponsor or the Program Administrators. The Program Sponsor and the Program Administrators do not warrant, endorse or vouch for any retailer, merchant or agency ("Service Provider" or "Supplier") or its products or services, and provides the BECU Points Rewards Program AS IS: the entire risk as to satisfactory quality and performance of each Service Provider or Supplier and of their services is with you and/or the Service Provider or Supplier. The Program Sponsor and Program Administrators hereby disclaim all implied warranties (if any), including but not limited to implied warranties and conditions of merchantability or fitness for a particular purpose. The Program Sponsor and Program Administrators are not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such Service Providers or Suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom. The Program Sponsor and Program Administrators have no liability and will make no refund in the event of any delay, cancellation, overbooking, strike, force majeure, or other causes beyond our direct control, and have no responsibility for any additional expense, omissions, delays, re-routing, or acts of any government or authority. By participating in the Program, you agree that: (i) the Program Sponsor and Program Administrators shall not be liable for any breach of warranty or other problem or for damages of any nature directly or indirectly caused by or relating to a Service Provider/Supplier or their services; (ii) the Program Sponsor and Program Administrators shall not be liable for any accident occurring during travel or related to the use of any product or services provided by any Service Provider or Supplier which results in personal

injury, damage to property, or other loss to any person; (iii) the Program Sponsor and Program Administrators shall not be liable for any incidental or consequential damages; (iv) any dispute must be settled between you and the Service Provider/ Supplier; and (v) that all damages that the Program Sponsor or Program Administrators might owe you shall be limited to the aggregate amount of your annual Rewards Account participation fee, which damages shall be your sole and exclusive remedy against the Program Sponsor and Program Administrators.