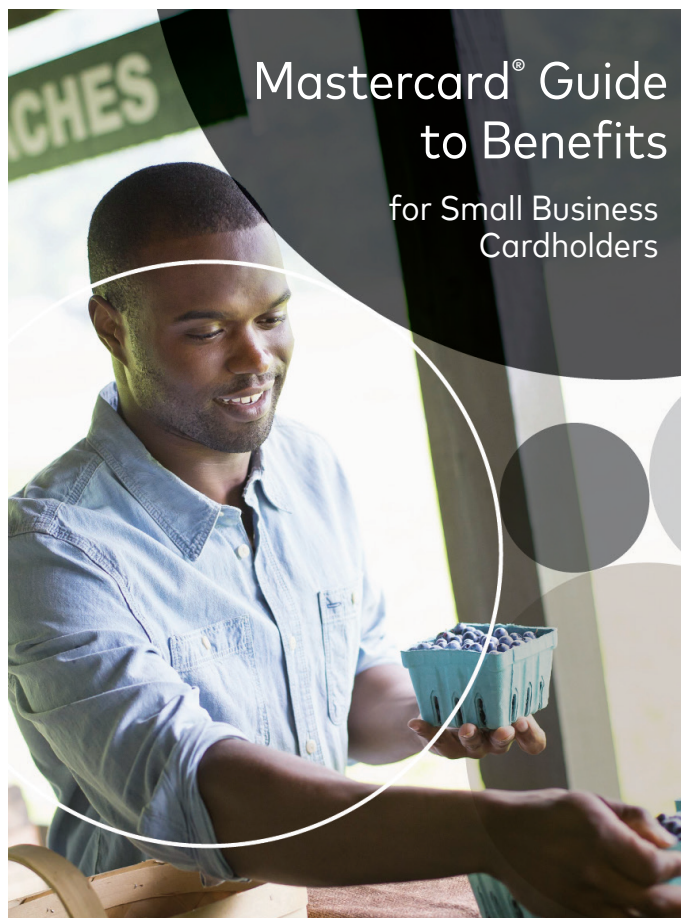




Mastercard® Guide to Benefits

for Small Business
Cardholders

The Bank of Elk River Mastercard for the Following Small Business Cardholders:

Debit Mastercard® Business Card

Important information. Please read and save.

To file a claim or for more information on any of these services, call the Mastercard Assistance Center at **1-800-Mastercard: 1-800-627-8372,** or **en Español: 1-800-633-4466.**

"Card" refers to Mastercard® card and "Cardholder" refers to a Mastercard® Cardholder.

Please take a few minutes to familiarize yourself with the benefits of this program. You may also want to make a photocopy to take with you when traveling.

This Guide applies to travel and retail purchases made on or after December 22, 2020 and supersedes any previous Guide or program.

The benefits below are subject to **Issuer** participation. Please check with your card issuing financial institution to see if you are enrolled.

Key Terms

Throughout this document, You and Your refer to the **Cardholder** or **Authorized User** of the **Covered Card** and the words "we," "us" and "our" mean Mastercard. In addition, bold terms that are not otherwise defined in this document shall have the meanings set forth below.

Account Holder means a person to whom an **Eligible Account** is issued and who holds an **Eligible Account** under his or her name.

Authorized User means a person who is recorded as an **Authorized User** of an **Eligible Account** by the **Account Holder** and who is authorized by the **Account Holder** to make payments to the **Eligible Account**.

Cardholder means the **Account Holder** or **Authorized User** of an **Eligible Account** in good standing.

Covered Card means the Mastercard® card linked to your **Eligible Account**.

Eligible Account means the account associated with the **Cardholder's** U.S. issued credit card, debit card, checking account, line of credit, loan, certificate of deposit or other account that is eligible for the benefits covered hereunder.

Issuer means your card issuing financial institution.

Small Business Card means Mastercard Small Business debit, Mastercard Small Business credit and/or eligible Mastercard-branded Small Business prepaid cards.

Stolen means items that are taken by force and/or under duress or the disappearance of the item from a known place under circumstances that would indicate the probability of theft.

United States Dollars (USD) means the currency of the United States of America.

BUSINESS SERVICES

Mastercard Merchant Offers

Program Description:

Enjoy exclusive offers with popular brands that provide experiential, travel, and everyday value.

Eligibility:

To be eligible for these offers, you must be a **Cardholder** who holds an eligible **Covered Card** issued by a U.S. financial institution.

How to Use the Offers:

Visit www.mastercard.us/businessoffers for information on how to avail the offers.

Terms & Conditions:

Visit www.mastercard.us/businessoffers for a full list of current digital merchant offers and applicable terms & conditions.

PEACE OF MIND

Mastercard ID Theft Protection™ (IDT)

Program Description:

Mastercard ID Theft Protection alerts you to possible identity theft by monitoring the surface, dark and deep web, searching for compromised credentials and potentially damaging use of your registered personal information. It also provides you with resolution services should you find yourself a victim of identity theft.

Eligibility:

All Mastercard small business **Cardholders** in the U.S. are eligible for this coverage. Enrollment is required.

Service Provider:

ID Theft Protection is provided by Generali Global Assistance, Inc. More information about this service provider is available at: <https://mastercardus.idprotectiononline.com/>.

Access:

To receive ID Theft Protection, you must enroll at: <https://mastercardus.idprotectiononline.com/>. ID Theft Protection is provided on a 24-hour basis, 365 days a year. Contact **1-800-Mastercard** if you believe you have been a victim of identity theft.

Charges:

There is no charge for ID Theft Protection, it is provided by your **Issuer**.

Program Provisions for Mastercard ID Theft Protection:

To receive ID Theft Protection, you must enroll as described above and such benefits related to ID Theft Protection accrue as of the date of enrollment.

Mastercard ID Theft Protection is governed by the terms provided in this Guide to Benefits and the Terms and Conditions and Terms of Service available at: <https://mastercardus.idprotectiononline.com/>.

The terms and conditions contained in this Guide to Benefits may be modified by subsequent mailings, statement inserts, or statement messages.

Mastercard or your financial institution can cancel or non-renew these services, and if we do, we will notify you at least thirty (30) days in advance. If the provider non-renews or cancels any services provided to eligible Mastercard **Cardholders**, you will be notified within 30–120 days before the expiration of the service agreement.

In the event substantially similar service takes effect without interruption, no such notice is necessary.

For general questions regarding these services, please contact **1-800-Mastercard** or please see <https://mastercardus.idprotectiononline.com/>.

ID Theft Protection Services Provided:

1. DETECT POTENTIAL IDENTITY AND FRAUD THREATS

Personally Identifiable Information (PII)

Compromised Credentials monitors for a combination of email address /username /password /security questions located within:

- Hacker account dump sites
- Hactivist forums
- Data leaks
- Malware logs

Alerts are sent with event details, also listed within resolution console and most often includes source of breach (from where the data was harvested).

High-Risk Transactions monitors a **Cardholder's** high-risk transactions with more than 300 of the nation's largest companies to uncover and thwart account takeover attempts. Knowledge-Based Authentication (questions only an individual should know about themselves such as what street they lived on in 2009) used by organizations across industries limits the risk of identity theft or account takeover. Alerts are sent when a series of knowledge-based authentication questions are generated to validate the **Cardholder's** identity (i.e. when accessing a credit report). Monitored transactions include:

- Credit cards
- Bank accounts
- Brokerage accounts
- Healthcare portals
- Workplace intranets
- Other services (e.g. peer-to-peer fund transfers)

Dark Web Monitoring provides monitoring of underground webpages people can visit without third parties being able to trace the location of the web visitors or the webpage publisher. Dark web sites make up about .01% of the Internet and are intentionally hidden or protected by encryption technologies and not accessible via standard web browsers.

Credit Information

Single Bureau Credit Monitoring monitors a **Cardholder's** TransUnion credit file for changes that could indicate fraud such as new credit inquiries, an address change or new credit account(s) opened in their name. In order to use this service, **Cardholders** must provide some personal information, such as name, address, date of birth, and SSN, and undergo either digital verification via text or knowledge-based authentication. ID Theft Protection sends alert notification emails, such as change of address alerts, anytime potentially unauthorized inquiries or suspicious activities on **Cardholder's**

credit file are detected so they can take immediate action to minimize damage.

Additional Information

Small Business ID Theft Protection upgrades ID Theft Protection identity monitoring services by adding URL and Domain monitoring to the existing list of monitored items. URL and Domain monitoring searches for the **Cardholder's** business URL and domain (limited to 10 domains) within corporate data breaches, malicious third-party botnets and criminal forums.

2. RECEIVE ALERTS OF SUSPICIOUS ACTIVITY

- Email Addresses
- Debit/Credit Cards
- Loyalty/Affinity Cards
- Bank Account Numbers
- Passport Numbers
- Medical and Vehicle Insurance Cards
- Driver's Licenses
- National Identity Numbers/Social Security Numbers
- New Lines of Credit
- Address Changes

3. RESOLVE IDENTITY THREATS WITH SELF-SERVICE RESOLUTION OR SPECIALIST SUPPORT

Self-Service ID Theft Resolution Kit is a self-service resolution document which informs **Cardholders** of the different forms of ID theft, and how to resolve each situation. Resolution tools in the kit include preventive measures, step-by-step guides and sample letters to be sent to collection agencies.

Access to Resolutions Specialists which assigns a personal case manager to help take care of everything.

Self-Service ID Theft Wizard provides step-by-step advice for many identity theft scenarios that **Cardholders** may face. All ID Theft Protection users have access to the Identity Theft Protection Kit found in the Profile section of their portal, which explains the many forms of identity theft and provides protective measures anyone can take to limit their risk. The kit also contains a Federal Trade Commission sample affidavit form, as well as sample letter templates for filing disputes in cases of identity theft or fraud.

Online Fraud Alerts allow **Cardholders** to place a statement on their credit report that instructs lenders to contact the **Cardholder** before issuing new credit. This makes it more difficult for an identity thief to open new accounts in their name. When **Cardholders** place a fraud alert with one bureau, the other two bureaus are informed, and the alert is then placed on all three bureau files. Fraud alert placement is free, and alerts stay on the **Cardholder** credit files for one year.

Mastercard Global Service™

Mastercard Global Service™ provides worldwide, 24-hour assistance with **Lost and Stolen Card Reporting** and **Emergency Card Replacement**.

Call Mastercard Global Service immediately to report your card lost or stolen and to cancel the account.

Remember, if you report your card lost or stolen, you will not be responsible for any unauthorized transactions on your account.

In the United States (including all 50 states, the District of Columbia, the U.S. Virgin Islands, and Puerto Rico) and Canada, call **1-800-307-7309**.

When out-of-country and in need of assistance, you can easily reach a specially trained Mastercard Global Service Representative who can help you 24 hours a day, 365 days a year, in any language. You can call toll-free from over 80 countries worldwide. Some of the key toll-free Mastercard Global Service telephone numbers are:

Australia	1-800-120-113	Mexico.....	001-800-307-7309
Austria	0800-070-6138	Netherlands.....	0800-022-5821
France	0-800-90-1387	Poland.....	0-0800-111-1211
Germany.....	0800-071-3542	Portugal	800-8-11-272
Hungary.....	06800-12517	Spain.....	900-822-756
Ireland	1-800-55-7378	United Kingdom...	0800-96-4767
Italy.....	800-870-866	Virgin Islands	1-800-307-7309

For additional information, or for country-specific, toll-free telephone numbers not listed above, visit our website at **www.mastercard.com** or call the United States collect at **1-636-722-7111**.

Account Information and Card Benefits:

When in the United States, contact your card **Issuer** directly for account information and **1-800-Mastercard** for card benefits. When traveling outside the U.S., call Mastercard Global Service to access your card **Issuer** for account information or to access any of your card benefits.

ATM Locations:

Call **1-877-FINDATM (1-877-346-3286)** to find the location of a nearby ATM in the Mastercard ATM Network accepting Mastercard®, Maestro®, and Cirrus® brands. Also, visit our website at **www.mastercard.com** to use our ATM locator.

You can get cash at over two million ATMs worldwide. To enable cash access, be sure you know your Personal Identification Number (PIN) before you travel.

MasterRental Insurance Coverage

Additional Key Terms: In addition to the Key Terms set forth above, in this MasterRental Insurance Coverage section, We, Us, and Our refer to New Hampshire Insurance Company, an AIG Company.

Administrator means Sedgwick Claims Management Services, Inc. You may contact the **Administrator** if you have questions regarding this coverage or would like to make a claim. The **Administrator** can be reached by phone at **1-800-Mastercard**.

Authorized Driver(s) means a driver with a valid driver's license issued from their state of residence and indicated on the **Rental Agreement**.

Damage means items that can no longer perform the function

they were intended to do in normal service due to broken parts, material or structural failures.

Evidence of Coverage (EOC) means the document describing the terms, conditions, and exclusions. The **EOC**, Key Terms (as supplemented or modified by the Additional Key Terms), and Legal Disclosures are the entire agreement between You and Us. Representations or promises made by anyone that are not contained in the **EOC**, Key Terms (as supplemented or modified by the Additional Key Terms) or Legal Disclosures are not a part of your coverage.

Rental Agreement means the entire agreement or contract that you receive when renting a **Vehicle** from a **Vehicle** rental agency that describes in full all of the terms and conditions of the rental, as well as the responsibility of all parties thereunder.

Vehicle means a land motor vehicle with four wheels that is designed for use on public roads and intended for use on a bound surface such as concrete and tarmac. This includes minivans and sport utility vehicles that are designed to accommodate less than nine (9) passengers.

Evidence of Coverage:

Pursuant to the below terms and conditions, when you rent a **Vehicle** for thirty-one (31) consecutive days or less with your **Covered Card**, you are eligible for benefits under this coverage. Refer to Key Terms (as supplemented or modified by the Additional Key Terms) for the definitions of **you, your, we, us, our**, and words that appear in bold and Legal Disclosures.

A. To get coverage:

You must initiate and then pay for the entire **Rental Agreement** (tax, gasoline, and airport fees are not considered rental charges) with your **Covered Card** and/or the accumulated points from your **Covered Card** at the time the **Vehicle** is returned. If a rental company promotion/discount of any kind is initially applied toward payment of the rental **Vehicle**, at least one (1) full day of rental must be billed to your **Covered Card**.

You must decline the optional collision/**Damage** waiver (or similar coverage) offered by the rental company.

You must rent the **Vehicle** in your own name and sign the **Rental Agreement**.

Your **Rental Agreement** must be for a rental period of no more than thirty-one (31) consecutive days. Rental periods that exceed or are intended to exceed thirty-one (31) consecutive days are not covered.

B. The kind of coverage you receive:

We will pay for the following on a primary basis:

- Physical **Damage** and theft of the **Vehicle**, not to exceed the limits outlined below.
- Reasonable loss of use charges imposed by the **Vehicle** rental company for the period of time the rental **Vehicle** is out of service. Loss of use charges must be substantiated by a location and class-specific fleet utilization log.
- Towing charges to the nearest collision repair facility.

- Theft or **Damage** to personal effects in transit in the rental **Vehicle** or in any building en route during a trip using the rental **Vehicle**. You must first file under other applicable insurance (e.g., home or business), and then we'll cover whatever is not covered by your insurance under our Secondary Personal Effects Insurance. Maximum coverage per rental period is \$1,000 per covered person, per occurrence. The total benefits per rental period cannot exceed \$2,000.

This coverage is not all-inclusive, which means it does not cover such things as personal injury, personal liability, or personal property. It does not cover you for any **Damages** to other **Vehicles** or property. It does not cover you for any injury to any party.

C. Coordination of benefits:

When MasterRental is provided on a secondary basis and a covered loss has occurred, the order in which benefits are determined is as follows:

1. You or an **Authorized Driver's** primary auto insurance;
2. Collision/**Damage** waiver provided to you by the rental agency;
3. Any other collectible insurance;
4. The coverage provided under this **EOC**.

If you or an **Authorized Driver's** primary auto insurance or other coverage has made payments for a covered loss, we will cover your deductible and any other eligible amounts, described in Section B, not covered by the other insurance.

Note: In certain parts of the United States and Canada, losses to rental **Vehicles** that are covered by your personal **Vehicle** insurance policy liability section may not be subject to a deductible, which means that you may not receive any benefits from this program. Contact your insurance provider for full coverage details pertaining to your personal vehicle liability insurance policy (or similar coverage).

If you have no other insurance or your insurance does not cover you in territories or countries outside of the United States, coverage is considered primary coverage.

D. Who is covered:

The **Covered Card Cardholder** and those designated in the **Rental Agreement** as **Authorized Drivers**.

E. Excluded rental vehicles:

- All trucks, pickups, full-size vans mounted on truck chassis (including, but not limited to, Ford EconoVan), cargo vans, campers, off-road **Vehicles**, and other recreational **Vehicles**.
- All sport utility trucks. These are **Vehicles** that have been, or can be converted to an open, flatbed truck (including, but not limited to, Chevy Avalanche, GMC Envoy, and Cadillac Escalade EXT).
- Trailers, motorbikes, motorcycles, and any other **Vehicle** having fewer than four (4) wheels.
- Antique **Vehicles** (**Vehicles** that are more than twenty (20) years old or have not been manufactured for at least ten (10) years), or limousines.

F. Where you are covered:

Coverage is available worldwide.

Coverage is not available in countries where:

- a) This **EOC** is prohibited by that country's law; or
- b) The terms of the **EOC** are in conflict with the laws of that country.

G. Coverage limitations:

We will pay the lesser of the following:

- a) The actual repair amount;
- b) Wholesale market value less salvage and depreciation;
- c) The rental agency's purchase invoice less salvage and depreciation.

In addition, coverage is limited to \$500 **USD** per incident for reasonable loss of use charges imposed by the **Vehicle** rental company for the period of time the rental **Vehicle** is out of service.

We will not pay for or duplicate the collision/**Damage** waiver coverage offered by the rental agency.

H. What is NOT covered:

- Any personal item **Stolen** from the interior or exterior of rental **Vehicles**.
- **Vehicle** keys or portable Global Positioning Systems (GPS).
- **Vehicles** not rented by the **Cardholder** or **Authorized User** on the **Covered Card**.
- Any person not designated in the **Rental Agreement** as an **Authorized Driver**.
- Any obligations you assume other than what is specifically covered under the **Rental Agreement** or your primary **Vehicle** insurance or other indemnity policy.
- Any violation of the written terms and conditions of the **Rental Agreement**.
- Any loss that occurs while driving under the influence of drugs or alcohol.
- Any loss associated with racing or reckless driving.
- Losses involving the theft of the rental **Vehicle** when you or an **Authorized Driver** cannot produce the keys to the rental **Vehicle** at the time of reporting the incident to the police and/or rental agency, as a result of negligence.
- Mechanical failures caused by wear and tear, gradual deterioration, or mechanical breakdown.
- Subsequent **Damages** resulting from a failure to protect the rental **Vehicle** from further **Damage**.
- Blowouts or tire/rim **Damage** that is not caused by theft or vandalism or is not a result of a **Vehicle** collision causing tire or rim **Damage**.
- Rental **Vehicles** where collision/**Damage** waiver coverage (or similar coverage) was accepted/purchased by you.
- Any **Damage** that is of an intentional or non-accidental nature, caused by you or an **Authorized Driver** of the rental **Vehicle**.

- Depreciation, diminishment of value, administrative, storage, or other fees charged by the **Vehicle** rental company.
- **Vehicles** with a **Rental Agreement** that exceeds or is intended to exceed a rental period of thirty-one (31) consecutive days from a rental agency.
- Losses resulting from any kind of illegal activity.
- **Damage** sustained on any surface, other than a bound surface such as concrete or tarmac.
- **Damage** sustained on any road not regularly maintained by a municipal, state, or federal entity.
- Losses as a result of war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or **Damage** by any government, public authority, or customs official; risks of contraband; illegal activity or acts.
- Any loss involving the rental **Vehicle** being used for hire, for commercial use, or as a public or livery conveyance.
- Theft of, or **Damage** to, unlocked or unsecured **Vehicles**.
- Value-added tax, or similar tax, unless reimbursement of such tax is required by law.

I. How to file a claim:

- Visit www.mycardbenefits.com or call **1-800-Mastercard** to open a claim. You must report the claim within sixty (60) days of the loss or the claim may not be honored.
- You may choose to assign your benefits under this insurance program to the rental agency from which you rented your **Vehicle**. Please contact us or our designated representative for further details.
- Submit the following documentation within one hundred and eighty (180) days of the incident or the claim may not be honored:
 - o Receipt showing the **Vehicle** rental.
 - o Statement showing the **Vehicle** rental.
 - o The **Rental Agreement** (front and back).
 - o Copy of Your valid driver's license (front and back).
 - o Copy of the declarations page of any primary **Vehicle** insurance and other valid insurance or coverage.
 - o Police report when the **Vehicle** is **Stolen**, vandalized (regardless of the **Damage**), or involved in a collision that requires the **Vehicle** to be towed, in a multi-**Vehicle** collision, or the **Vehicle** is not drivable.
 - o Itemized repair estimate from a factory authorized collision repair facility.
 - o Copy of the **Vehicle** rental company promotion/discount, if applicable.
 - o Copy of the **Vehicle** rental location class-specific fleet utilization log, if loss of use charges are being claimed. You must secure this log from the rental agency.
 - o Any other documentation that may be reasonably requested by us or our **Administrator** to validate a claim.

MasterRental Legal Disclosure

This MasterRental Guide to Benefits is not, by itself, a policy or contract of insurance or other contract.

Benefits are provided to you, the **Account Holder**, at no additional charge. Non-insurance services may have associated costs, which will be your responsibility (for example, legal referrals are free, but the lawyer's fee is your responsibility).

The insurance benefits are provided under a group policy issued by New Hampshire Insurance Company, an AIG company. This MasterRental Guide to Benefits is a summary of benefits provided to you. The above Key Terms (as supplemented or modified by the Additional Key Terms) and **EOC** are governed by the Group Policy.

Effective date of benefits: Effective October 27, 2020, this MasterRental Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The Policyholder and the insurer reserve the right to change the benefits and features of these programs at any time. Notice will be provided for any changes.

Cancellation: The Policyholder can cancel these benefits at any time or choose not to renew the insurance coverage for all **Cardholders**. If the Policyholder does cancel these benefits, you will be notified in advance. If the insurance company terminates, cancels, or chooses not to renew the coverage to the Policyholder, you will be notified as soon as is practicable. Insurance benefits will still apply for any benefits you were eligible for prior to the date of such terminations, cancellation, or non-renewal, subject to the terms and conditions of coverage.

Benefits to you: These benefits apply only to the **Cardholder** whose cards are issued by U.S. financial institutions. The United States for purposes of this section is defined as the fifty (50) United States, the District of Columbia, American Samoa, Puerto Rico, Guam, and the U.S. Virgin Islands. No person or entity other than the **Cardholder** shall have any legal or equitable right, remedy, or claim for benefits, insurance proceeds and **Damages** under or arising out of these programs. These benefits do not apply if your card privileges have been cancelled. However, insurance benefits will still apply for any benefit you were eligible for prior to the date that your account is suspended or cancelled, subject to the terms and conditions of coverage.

Transfer of rights or benefits: No rights or benefits provided under these insurance benefits may be assigned without the prior written consent of the claim **Administrator** for these benefits.

Misrepresentation and Fraud: Benefits shall be void if the **Cardholder** has concealed or misrepresented any material facts concerning this coverage.

Dispute Resolution – Arbitration: This **EOC** requires binding arbitration if there is an unresolved dispute concerning this **EOC** (including the cost of, lack of, or actual repair or replacement arising from a loss or breakdown). Under this Arbitration provision, You give up your right to resolve any dispute arising from this **EOC** by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation

of individual arbitrations. In arbitration, a group of three (3) arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing the parties' positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, the disputing party must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose. The parties will each separately select an arbitrator. The two (2) arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by the parties. Unless otherwise agreed to by the parties, the arbitration will take place in the county and state in which you live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this **EOC**. The laws of the state of New York (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this **EOC** and all transactions contemplated by this **EOC**, including, without limitation, the validity, interpretation, construction, performance and enforcement of this **EOC**.

Due Diligence: All parties are expected to exercise due diligence to avoid or diminish any theft, loss or **Damage** to the property insured under these programs. "Due diligence" means the performance of all vigilant activity, attentiveness, and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect the item.

Subrogation: If payment is made under these benefits, the insurance company is entitled to recover such amounts from other parties or persons. Any party or **Cardholder** who receives payment under these benefits must transfer to the insurance company his or her rights to recovery against any other party or person and must do everything necessary to secure these rights and must do nothing that would jeopardize them, or these rights will be recovered from the **Cardholder**.

Salvage: If an item is not repairable, the claim **Administrator** may request that the **Cardholder** or gift recipient send the item to the **Administrator** for salvage at the **Cardholder's** or gift recipient's expense. Failure to remit the requested item for salvage to the claim **Administrator** may result in denial of the claim.

Other Insurance: Coverage is secondary to and in excess of any other applicable insurance or indemnity available to You. Coverage is limited to only those amounts not covered by any other insurance or indemnity. It is subject to the conditions, limitations, and exclusions described in this document. In no event will this coverage apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language.

Non-Contribution: In no event will these insurance benefits apply as contributing insurance. The non-contribution insurance

clause will take precedence over the non-contribution clause found in any other insurance policies.

Severability of Provisions: If in the future any one or more of the provisions of this MasterRental Guide to Benefits is, to any extent and for any reason, held to be invalid or unenforceable, then such provision(s) shall be deemed "severable" from the remaining provisions of the Guide. In that event, all other provisions of this Guide shall remain valid and enforceable.

Benefits listed in this MasterRental Guide to Benefits are subject to the conditions, limitations, and exclusions described in each benefit section. Receipt and/or possession of this MasterRental Guide to Benefits does not guarantee coverage or coverage availability.

This MasterRental Guide to Benefits is intended as a summary of services, benefits, and coverages and, in case of a conflict between the Guide and the master insurance policies, or an **Issuer's**, or Mastercard actual offerings, such master policies or actual offering shall control. Provision of services is subject to availability and applicable legal restrictions.

Mastercard Easy Savings® Program

Mastercard is providing these Mastercard Easy Savings® Program Terms and Conditions ("Terms and Conditions") with respect to your U.S. Mastercard small business signature debit, prepaid, or credit card (each, a "**Small Business Card**") and/or U.S. Mastercard Multi Card card, Mastercard Purchase Card card, and/or Mastercard Corporate Card (each, a "Commercial Card"). Upon receipt or affirmative acceptance of these Terms and Conditions, you hereby accept the Terms and Conditions for the applicable Mastercard Easy Savings® Program - U.S. Small Business and/or the Mastercard Easy Savings® Program - U.S. Commercial (each, as applicable, the "Program"). You further accept these Terms and Conditions and ratify this acceptance by using, receiving or accepting any benefit of a rebate under the Program.

If you do not wish to participate in the Program, please contact your **Issuer**.

These Terms and Conditions set forth the terms applicable to your use of the Program. The Program provides you with automatic rebates on eligible purchases from participating merchants in the United States if you use an eligible, enrolled Mastercard **Small Business Card** or Commercial Card. Please read these Terms and Conditions carefully and keep them for your records.

In these Terms and Conditions, "Program Website" means www.easysavings.com for the Mastercard Easy Savings® Program – U.S. Small Business or www.easysavings.com/commercial for the Mastercard Easy Savings® Program – U.S. Commercial (or such other websites).

Participation: For Mastercard Easy Savings® Program – U.S. Small Business only: If you have been notified by the **Issuer** of your Mastercard **Small Business Card** that your Mastercard **Small Business Card** has been automatically enrolled in the Program, you may participate in the Program effective as of the date indicated in the notification from the **Issuer**. If you have been notified by the **Issuer** of your Mastercard Commercial Card

that your Mastercard Commercial Card has been enrolled in the Program, you may participate in the Program immediately.

The Program is available only to **Cardholders** using eligible, enrolled **Small Business Cards** or Commercial Cards, as applicable, issued by a United States financial institution. You must be enrolled in the Program prior to using a **Covered Card** at a Merchant, as defined below, or to receive the rebate benefits of the Program.

If you access the Program Website or use the Program, you also accept the Terms and Conditions as posted on the Program Website.

Your Data: You agree to the terms of the Program's privacy notice as posted on the Program Website which may be amended from time to time. You acknowledge and agree that your **Issuer** and Mastercard may share and use data regarding you, your personnel and such Card usage with each other and with third parties, such as Merchants and service providers, to operate the Program and for internal operational purposes, including, but not limited to, sending you and your personnel emails regarding the Program.

Merchant Offers: Merchants that are participating in the Program ("Merchant(s)") may provide offers for rebates on purchases of goods or services ("Offers") at participating Merchant locations for **Covered Cards**. The amount of any rebate and other terms and conditions applicable to a rebate will be determined by the Merchant, and are subject to change at any time and without notice. Please refer to any disclosures provided by your **Issuer** and the Program Website for any details on any Offer terms and conditions. Offers may be redeemed only at participating Merchant locations. See the Program Website for the latest information on available Offers. Certain issuing banks may restrict your access to: (i) or the ability to make purchases from, certain Merchants; (ii) certain Offers; or (iii) certain elements of the Program for other purposes. Please refer to the Offer details provided by your issuing bank, the Program Website, and/or the Offer details below for the latest information on available offers.

Offer Acceptance: When you purchase goods or services using a **Covered Card** from a participating Merchant, you will receive a rebate on your purchase, subject to any terms and conditions of the Offer and provided that the purchase transaction: (a) originated in the United States, (b) is authorized, settled and cleared through the Mastercard Global Clearance and Processing System, and (c) is not a PIN-based transaction. The rebate will not appear on your receipt at the point of sale. The form of the rebate may be a credit to your **Covered Card** account or the rebate may be in another form, as determined by your **Issuer**. If a rebate is credited to your **Covered Card** account, please note that it might not appear on the same statement as the related purchase. There may be a delay of up to one statement cycle in crediting a rebate. Please note that rebates will be based on the standard currency related to your **Covered Card**.

Reversals: All or a portion of a rebate may be reversed in certain circumstances, including without limitation, upon a return, dispute, adjustment, or fraudulent card activity.

Disclaimer of Liability: Mastercard's role under the Program is limited to processing information regarding Offers on behalf of Merchants and the **Issuer**. Mastercard is not responsible for any Offers or rebates, your ability to use Offers or rebates, the crediting of any rebates to your Card account, reversals of Offers or rebates, accuracy or completeness of information about Offers or rebates, or any acts or omissions of the **Issuer** or Merchants. Mastercard provides the Program on an "AS IS" basis, and Mastercard disclaims any and all warranties, including without limitation, any warranties of merchantability or fitness for a particular purpose, except as required by applicable law. Mastercard is not liable to you for any damages that you suffer in connection with your participation in the Program, unless the damage results directly from Mastercard's failure to perform the express obligations under these Terms and Conditions. Mastercard and its affiliates, its respective directors, officers, employees, agents, and successors and assigns, are not responsible, and shall not be liable for, any direct, indirect, special, incidental, or consequential damages (including lost profits). Without limiting the foregoing, Mastercard is not responsible for any card account fees or penalties that you incur on your card, including fees and penalties that may result from rebate reversals. Any tax liability resulting from your participation in the Program shall be your sole responsibility, and not Mastercard's responsibility or the responsibility of any Merchant or the **Issuer**. Merchants or the **Issuer** may report information regarding the Program and your participation in it to tax authorities. Merchants and the **Issuer** may not vary these Terms and Conditions as applied to the relationship between you and Mastercard and may not make any commitments that are binding on Mastercard.

Termination: You may terminate your participation in the Program at any time by notifying your **Issuer**. There may be a delay of up to 30 days in effecting such termination, and reversals or adjustments of rebates may continue after termination, as determined in Mastercard's discretion. Mastercard or your **Issuer** may terminate your participation in the Program at any time, without notice unless required by law. Mastercard reserves the right to add or terminate any participating Merchant or any Offer without notice. Any terms, which by their nature should survive the termination of these Terms and Conditions, shall survive.

Change of Terms: Mastercard can add to, delete from, or change (each, a "change") the terms of these Terms and Conditions and/or the Program at any time. Mastercard will notify you of changes by posting the revised terms and conditions on the Program Website.

Questions Regarding the Program: You should direct any questions related to the Program, Offers, any Program restrictions, or rebates to your **Issuer**.

Disputes: Any disputes regarding Offers or rebates, or your ability to participate or receive them, may be determined by Mastercard, by your **Issuer**, or Merchants. That resolution will be final and binding on you.

Additional Terms: Your **Issuer** and Merchants may impose additional terms on your participation in the Program. These

Terms and Conditions are in addition to, and do not amend or replace, your card agreement with your **Issuer**.

Miscellaneous: These Terms and Conditions will be governed by the laws of New York State, without regard to conflict of law principles. Any dispute arising out of or in connection with the interpretation or performance of these Terms and Conditions, that is not settled in accordance with the section of these Terms and Conditions entitled "Disputes", shall be finally settled by the Courts located in the City and State of New York, which shall have exclusive jurisdiction. YOU AND Mastercard HEREBY WAIVE ANY RIGHT TO A JURY TRIAL. You may not assign your rights under these Terms and Conditions. Mastercard may assign its rights and obligations at any time. The invalidity of any provision of these Terms and Conditions will not affect the validity of the remaining portions. Any waiver by Mastercard of its rights under these Terms and Conditions is binding only if in a writing signed by Mastercard. The use of your **Issuer** and Merchant names and logos in the Program is by permission only.

–Participating Merchants Offer Details: Restrictions, conditions, and limitations apply. Visit the Merchant detail pages at www.easysavings.com for more details.

Mastercard Easy Savings® Program for Commercial

–Participating Merchants Offer Details: Restrictions, conditions, and limitations apply. Visit the Merchant detail pages at www.easysavings.com/commercial for more details.

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Account and Billing Information

Important: Contact your **Issuer** directly for questions concerning your account, such as account balance, credit line, billing inquiries (including transaction exchange rates), merchant disputes, or information about additional services not described in this Guide. Your financial institution's phone number should be available on your monthly billing statement or on the back of your card.

Reminder: Please refer to the Legal Disclosure section.

Legal Disclosure

Effective date of benefits: Effective October 27, 2020, this Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party.

Severability of Provisions: If in the future any one or more of the provisions of this Guide to Benefits is, to any extent and for any reason, held to be invalid or unenforceable, then such provision(s) shall be deemed "severable" from the remaining provisions of the Guide. In that event, all other provisions of this Guide shall remain valid and enforceable.

Benefits listed in this Guide to Benefits are subject to the conditions, limitations, and exclusions described in each benefit section. Receipt and/or possession of this Guide to Benefits does

not guarantee coverage or availability.

This Guide is intended as a summary of services, benefits, and coverages and, in case of a conflict between the Guide and the master insurance policies, or an **Issuer's**, or the Mastercard actual offerings, such master policies or actual offerings shall control. Provision of services is subject to availability and applicable legal restrictions.

**To file a claim or if any questions, call
1-800-Mastercard: 1-800-627-8372,
or en Español: 1-800-633-4466.
Visit our Web site at www.mastercard.com.**

