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TERMS AND
CONDITIONS



VISA GOLD CASH BACK REWARDS

The Visa Gold Cash Back Rewards Program (the “Program”) is offered for its Cardholders, and in conjunction with their ARC Federal Credit Union (“ARC FCU”) Membership Account. The Program allows you, the Cardholder (the Borrower and any Co-borrower), to earn 1.5% cash rewards on eligible purchases in accordance with and subject to the following Terms and Conditions (“Terms”). Please keep a copy of these Terms for your records.

- CASH BACK ON PURCHASES:** You can earn Cash Back (“Cash Back”) on the net amount of eligible purchases charged to your Card Account billing statement. Transactions that are not eligible for Cash Back under this program include, but are not limited to, the following: Balance transfers, cash advances, convenience checks, cash equivalent transactions, such as the purchase, loading, or reloading of gift and prepaid cards, disputed or unauthorized purchases/fraudulent transactions, account fees, fee reversals, merchant returns, and credit adjustments. Cash Back is calculated by ARC FCU at the end of the calendar month by adding up all eligible purchases charged to your Card Account. That total is the net amount of eligible purchases. ARC FCU then calculates Cash Back based upon that net amount. As an example, a Cardholder who has \$200 of eligible purchases during the calendar month may qualify for \$3 in Cash Back at the 1.5% level. The Cash Back Account is a suffix 10 (CC Rewards) on the Cardholder account that is associated with the Visa Gold Cash Back Card and is eligible to earn dividends. ARC FCU reserves the right, in its sole discretion, to determine what transactions qualify as eligible transactions, and to determine the amount of Cash Back earned and to make adjustments to the Cash Back Account for anything that occurred within the month or from any prior month.
- VALUE OF CASH BACK:** Cash Back has no cash value until such time that ARC FCU deposits eligible Cash Back into the Cash Back Account. There is no minimum or maximum Cash Back amount that you can earn in a calendar month. You may not assign, barter, or pledge your Cash Back in any matter, and you have no property rights or any other legal ownership interest in Cash Back. ARC FCU is the owner of all Cash Back until such time that they are deposited. You, the Cardholder, are solely responsible for any tax consequences that may be associated with your Cash Back. Please consult with your tax advisor, as ARC FCU does not provide tax advice.
- REDEEMING CASH BACK:** Cash Back will automatically be deposited into your Cash Back Account prior to midnight on the last day of the month. You can view Cash Back online by signing into your ARC FCU Membership Account or by contacting ARC FCU at 814-946-0857 opt 3.
- RIGHT TO CHANGE TERMS:** ARC FCU may revise these Terms at any time, up to and including termination of the Program, without providing you with advance notice of such revision. This includes the determination of what kinds of transactions are included as eligible purchases or the Cash Back percentage on which eligible purchases are calculated. If ARC FCU chooses to terminate the Program, any Cash Back you have earned will be placed into your Cash Back Account. Any changes to the Terms will be posted to <https://www.arcfcu.org/Rates/Fees-Disclosures#Disclosures>.
- RESTRICTIONS:** Cash Back may be earned and received when your Card Account is open and current, meaning that you are not more than 30 days delinquent, and your credit card account has not been closed. ARC FCU reserves the right to determine, in its sole discretion, whether the Card Account meets all qualifications for earning and receiving Cash Back, and also reserves the right to prohibit any Cardholder from participating in the Program. ARC FCU may suspend and/or cancel a Cardholder’s participation in the Program, including forfeiture of any Cash Back, if ARC FCU determines that Cardholder has acted in any manner that reflects suspicious or fraudulent activity, or that in any way is abusive of the Program. Cash Back that are forfeited, for any reason, may not be reinstated, and you are

not entitled to compensation for any forfeited, suspended, or restricted Cash Back. ARC FCU will not notify you of any forfeiture of Cash Back. ARC FCU's decision not to enforce any rights it has under these Terms does not waive its right to enforce them at a later time.

6. **CLOSURE OF CARD ACCOUNT:** If your Card Account is closed for any reason prior to the end of the month, any Cash Back accrued up to the date of closure will be forfeited.
7. **DECEASED ACCOUNT:** Upon the death of the Borrower, if there is no Co-borrower on the Card Account, Cash Back earned during that calendar month will be transferred by ARC FCU to the Card Account loan balance upon redemption, and then any remaining Cash Back will remain in the Cash Back Account. If there is a Co-borrower on the Card Account, then Cash Back will continue to be deposited into the Cash Back Account.
8. **GOVERNING LAW:** The laws of the Commonwealth of Pennsylvania shall govern all aspects of this Program, including these Terms. This Program and any Cash Back are void where prohibited by federal, state, or local law. ARC FCU has no obligations in regard to this Program other than those stated in these Terms.
9. **ARC FCU Agreements:** These Terms and this Program do not alter any other agreements that you have with ARC FCU. Your ARC FCU Agreements and Disclosures for your ARC FCU Membership Account and your Card Account Consumer Credit Card Agreement ("Agreements") will both continue to apply, and any conflict between those Agreements and these Terms shall be resolved in favor of those Agreements for any matter that pertains to your ARC FCU Membership Account and/or your Card Account.

Applicant Signature	Date
X	(Seal)

Co-Applicant Signature	Date
X	(Seal)