

REGIONS LOYALTY VISA® CARD TERMS AND CONDITIONS

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY AND RETAIN THIS DOCUMENT FOR FUTURE REFERENCE

Please write down your Card number, expiration date and 3 digit security code (number is located on the back of the Card) and keep it in a safe place. You will need this information to request a replacement for a lost or stolen card or to report unauthorized transactions.

****CARD FUNDS EXPIRE AT EXPIRATION DATE SHOWN ON CARD****

ARBITRATION AND WAIVER OF JURY TRIAL. THIS AGREEMENT CONTAINS PROVISIONS FOR BINDING ARBITRATION AND WAIVER OF JURY TRIAL. YOUR ACCEPTANCE OF THIS AGREEMENT INCLUDES YOUR ACCEPTANCE OF AND AGREEMENT TO SUCH PROVISIONS. WHEN ARBITRATION IS INVOKED FOR CLAIMS SUBJECT TO ARBITRATION, YOU AND WE WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM AND YOU WILL NOT HAVE THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING IN COURT OR IN ARBITRATION.

Customer Service, Lost or Stolen Cards, Unauthorized Transactions, Errors or Questions

If you believe your Card has been lost or stolen or that a transaction is in error, or in the event you need to contact us pursuant to any of the provisions of this Agreement, you should call us or write to us as follows:

Customer Service Telephone Number: 866-591-4438

Customer Service Address: Regions Electronic Funds Transfer Services
Post Office Box 413
Birmingham, Alabama 35201

For **Frequently Asked Questions** please visit www.regions.com/loyaltycard

CARD FEE SCHEDULE

Fees	Amounts
Monthly Maintenance Fee	No Charge
Standard Replacement Card Fee (delivery of replacement Card via first class mail)	\$5
Expedited Replacement Card Fee (delivery of replacement Card via overnight delivery service)	\$25

CARD LIMITS / SPECIAL HANDLING

Transaction	Limit / Special Handling
Card Funds Expiration	Card Expiration date shown on Card
Signature or PIN based purchases limit	Card Available Balance
PIN number for PIN based purchases (non-ATM)	You will need to set up a PIN prior to using the Card. Please call 866-591-4438 to set up your PIN.
Cash Withdrawals (ATM) or PIN based purchases with cash back	Not Permitted
Fuel Pumps (at participating merchants)	PIN purchase only (must press "debit" when prompted at pump and enter your PIN) Merchant should be able to process your transaction inside the Service Station if pump access is not permitted
Rental Car	Not Permitted
Restaurants, Hotels, Travel and Entertainment purchases	Regions may authorize and hold more than purchase amount until finalized purchase is posted to the Card
International Purchases	Not Permitted
Recurring Online Bill Payments	Not Permitted

1. **Definitions.** As used in this Agreement, the following terms have the following respective meanings:

- "Agreement" means these Regions Loyalty Visa Card Terms and Conditions.
- "Card" means the Regions Loyalty Visa Card that the Program Sponsor has provided to you, including any replacement Card that may be provided to you under the terms of this Agreement.
- "Card Record" means the records we maintain to account for the value of transactions and the balance of funds associated with the Card.
- "Program Sponsor" means the person, company, or business that has purchased the Card from us, funded the Card for use in connection with a loyalty, award or promotional program, and provided the Card to you in connection with such program.
- "We," "us," and "our" mean and refer to Regions Bank, its successors, affiliates or assignees.

- “You” and “your” mean and refer to the person to whom the Program Sponsor furnishes the Card.

Other terms may be defined in other sections of this Agreement.

2. The Card. By accepting the Card from the Program Sponsor, or by using or holding the Card, you agree to the terms and conditions of this Agreement, including (but not limited to) the ARBITRATION AND JURY TRIAL WAIVER provisions herein. The Program Sponsor has purchased the Card from us and has funded the Card. The Program Sponsor has furnished the Card to you in connection with a loyalty, award, or promotional program operated and administered by the Program Sponsor for its own business purposes. Regions Bank is in no way responsible for the operation or administration of the Program Sponsor’s loyalty, award, or promotional program. The Program Sponsor must not collect any money or other thing of value in exchange for providing the Card to you, and you acknowledge and agree that you have not paid and will not pay any money or other thing of value in exchange for receipt of the Card. The Card is a non-reloadable prepaid Card and not a credit card, gift card, charge card or a bank account debit card. Funds on the Card do not accrue interest. A Card that has not been used and that has not received a PIN number may be returned to us within 90 days after the date the Program Sponsor purchased the Card from us. The balance of funds on the Card will be credited to the Program Sponsor’s account (no exceptions). Otherwise, you may not return the Card for a refund of Card value. The Card remains the property of Regions Bank and must be surrendered to Regions Bank upon demand. The Card is nontransferable once signed, and it may be canceled, repossessed, or revoked at any time by us without prior notice, subject to applicable law.

3. Signing Your Card; Personal Identification Number (“PIN”) and Registering Your Card. You agree to sign the back of the Card immediately upon receipt. You must establish a PIN for the Card prior to using the Card. Please call 866-591-4438 to establish a PIN. The PIN enables you to use your Card at any Point-of-Sale (POS) purchase device which requires entry of a PIN. The PIN is not intended to provide security – but you should still safeguard and not disclose your PIN. Treat the Card as if it were cash. You may elect to register your Card with us when you call to establish a PIN. Registration will allow us to more quickly replace your Card in the event that it is lost or stolen and is necessary if you wish to use the Card for online purchases. If you do not register your Card when you establish PIN, you may register it later by calling the toll-free number above.

4. Using Your Card. You may use your Card to purchase or lease goods or services at participating merchants or service providers in the United States as long as you do not exceed the balance of funds available on your Card Record. The balance of funds available for spending is tracked in your Card Record and will decrease each time you use the Card to make a purchase. You are responsible for all authorized transactions initiated by use of your Card. You may also be responsible for unauthorized transactions, according to the terms, conditions, and provisions of this Agreement. By signing or using the Card, you are agreeing not to permit any other person to use the Card.

If you use your Card number without presenting your Card (such as for a mail order, Internet purchase or telephone purchase), the legal effect will be the same as if you used the Card itself.

For security reasons, we may limit the amount or number of transactions you can make on your Card. Your Card may NOT be used to obtain cash at ATMs, merchants or financial institutions and cannot be redeemed for cash unless required by applicable law. You may not use your Card for recurring online bill payment purposes. We are not responsible if a merchant refuses to honor your Card.

Each time you use your Card, you authorize us to reduce the value available on the Card Record by the amount of the purchase, including taxes and other charges. You are not permitted to exceed the available amount on your Card Record through an individual transaction or through a series of transactions.

The Card is for you alone. You are NOT permitted to resell your Card.

5. Authorization Holds. We and/or some merchants may request preauthorization for a Card transaction in the purchase amount plus an estimated additional amount to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Such a preauthorization request may result in a “hold” on your available Card funds in the amount submitted for preauthorization (“Authorization Hold”). Once the final amount of the transaction is determined and has been processed and settled, your Card will be debited for such amount and the Authorization Hold will be removed. During the period of any Authorization Hold, the Card funds that are subject to the Authorization Hold will generally not be available for other Card transactions. We will have no liability to you in the event we decline any Card transaction because an Authorization Hold is in place. We reserve the right to release, in our discretion, any Authorization Hold in order to make funds available for other Card transactions, and if we do so we will have no liability to you if we subsequently reject the transaction corresponding to the Authorization Hold due to insufficient Card funds. During the period of any Authorization Hold, the Card balance reported to you might not reflect that the Authorization Hold is or was in place because available balances are sometimes based on actual debits or credits to your Card rather than on Authorization Holds. You are responsible for knowing when you have initiated a Card transaction that might result in an Authorization Hold and for managing other Card transactions accordingly during the period of an Authorization Hold.

6. Balance Inquiries. You should keep track of the amount of available balance on your Card. Available balance and transaction inquiries can be made free of charge by calling us toll-free at 866-591-4438, 24 hours a day, 7 days a week. Your available balance will reflect all transactions that have been posted to our system as of the time of your inquiry, not necessarily all transactions made. If you have a question or a problem about a transaction posted to your Card, please call us at the telephone number provided above. See Section 12 “Your Liability for Unauthorized Transactions” and Section 14 “Resolving Errors” for further details.

7. Returns and Refunds. If you wish to return any merchandise purchased using your Card, you will be subject to the merchant’s return policies. If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card if still in your possession or store credit for such refunds. Such credits may not be available on your Card Record for 3 to 7 business days.

8. Receipts. You should get a receipt at the time you make a transaction. You agree to retain your receipts to verify your transactions. Some merchants may record the remaining balance of the Card on the receipt after a purchase has been made.

9. Negative balances or “shortages”. If, due to a system malfunction or for any reason whatsoever, a transaction occurs despite an insufficient available balance on the Card Record (creating a negative amount on the Card, referred to herein as a “Shortage”), you agree to reimburse us, upon request, for the amount of the Shortage.

10. Disclosure of Information. We may disclose information to third parties about your Card, your Card Record, or the transactions you make:

- Where necessary to complete the transaction;
- To comply with government agency or court orders or as otherwise required by law or in connection with examinations by banking authorities;
- For analytical purposes; and/or
- To our employees, auditors, affiliates, service providers, or attorneys, or otherwise, as reasonably necessary to administer the Card service.

11. No Warranty. Except as expressly provided in this Agreement, the Card is provided to you AS IS, AS AVAILABLE, without warranty of any kind, express, implied or statutory. We do not warrant that the use of your Card will be error-free or without interruption and we are not responsible for errors or issues caused by the Internet, any processor, or any other third party, including merchants. Neither we, nor any of our processors, program managers or other contractors, will be liable for incidental, indirect, special, consequential or exemplary damages incurred by you as a result of your use or purchase of a Card, even if we have been advised in advance of the possibility of such damages..

12. Your Liability for Unauthorized Transactions. Contact us AT ONCE if you believe your Card has been lost or stolen or has been used for unauthorized transactions. Telephoning is the best way to minimize your possible losses. If you believe your Card has been stolen, or that someone has used your Card or made purchase transactions without your permission, call us toll free at 866-591-4438. You **MUST** have your Card number, expiration date and the 3-digit security code on the back of the Card in order to obtain a refund or a replacement card. You will not be liable for unauthorized transactions on your Card if you notify us promptly and you are not grossly negligent or fraudulent in the handling of your Card. If you fail to notify us promptly or you are grossly negligent or fraudulent in the handling of your Card, you could lose all the value available on your Card Record.

When calling please be prepared with the following information:

- Provide your name and card number, expiration date, 3-digit security code from the back of the Card and your zip code.
- Original Card value and information about your most recent transactions.

In order to conduct a complete investigation, we may require you to provide a signed affidavit. Any transaction we identify as unauthorized will not be held against the Card Record as long as we were notified immediately and the other conditions of this Agreement are met. It may take up to 30 business days to reissue a Card after finalizing our investigation.

13. Replacement Cards. If you request and we provide you with a replacement Card in the event your Card is lost, stolen, or cancelled, the applicable replacement Card fee will be deducted from the funds remaining on the Card (see “Card Fee Schedule” above for replacement Card fee information), subject to applicable law. If the amount of the applicable replacement Card fee exceeds the funds remaining on the Card, we will not issue a replacement Card, subject to applicable law. Any replacement Card and the funds on that replacement Card will be subject to the expiration date of the Card replaced.

14. Resolving Errors. Records detailing your use of your Card may be communicated to you by calling 866-591-4438 or by visiting a local Regions Branch. If you believe that our records of your Card transactions reflect an incorrect transaction or another error, you must notify us of the suspected error no later than 60 days after the transaction date on which the problem or error occurred.

- Provide your name and Card number, expiration date, 3-digit security code from the back of the Card and your zip code
- Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Provide the dollar amount of the suspected error.
- Provide the Card’s original value and information about the last five transactions, if applicable.

If the error or question involves unauthorized transactions, we may require you to complete an affidavit or written statement. We may not provisionally credit your Card for the amount of the error while we conduct our investigation.

15. Other Terms. Your Card and your rights and obligations under this Agreement may not be assigned. We may transfer our rights or our obligations under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at anytime. If any provision of this Agreement is determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal authority or governmental agency, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Alabama (exclusive of its conflict of laws provisions) and by applicable federal law.

16. Amendment and Card Cancellation. Subject to applicable law, we may amend or change the terms of this Agreement at any time. You agree that the posting of any amendment or change, or a summary thereof, at our website (www.regions.com/loyalty or a successor website identified by us) or in our banking offices shall constitute sufficient and binding notice to you of the amendment or change. We may cancel or suspend your Card or this Agreement at any time. No cancellation or suspension of the Card or this Agreement will affect any of our rights or your obligations arising under this Agreement prior to such action.

17. ARBITRATION AND WAIVER OF JURY TRIAL. Except as expressly provided below, you and we agree that either party may elect to resolve by BINDING ARBITRATION any

controversy, claim, counterclaim, dispute or disagreement between you and us, whether arising before or after the effective date of this Agreement (any "Claim"). This includes, but is not limited to, any controversy, claim, counterclaim, dispute or disagreement arising out of, in connection with or relating to any one or more of the following: (1) the interpretation, execution, administration, amendment or modification of the Agreement; (2) the Card; (3) any charge or cost incurred pursuant to the Agreement; (4) the collection of any amounts due under the Agreement; (5) any alleged contract or tort arising out of or relating in any way to the Agreement, the Card, any transaction, any advertisement or solicitation, or your business, interaction or relationship with us; (6) any breach of any provision of the Agreement; (7) any statements or representations made to you with respect to the Agreement, the Card, any transaction, any advertisement or solicitation, or your business, interaction or relationship with us; or (8) any of the foregoing arising out of, in connection with or relating to any agreement which relates to the Agreement, the Card, any transaction or your business, interaction or relationship with us. If either party elects to arbitrate, the Claim shall be settled by BINDING ARBITRATION under the Federal Arbitration Act ("FAA"). This agreement to arbitrate shall include any Claim involving our officers, directors, employees, agents, representatives, contractors, subcontractors, parent, subsidiaries, affiliates, successors, assigns, any third party that assigned any agreements to us and any of the respective employees, officers, agents or directors of such affiliates or third parties, and any such Claim against any of those parties may be joined or consolidated with any related Claim against us in a single arbitration proceeding. In addition, if we become a party in any lawsuit that you have with any third party, whether through intervention by us or by motion made by you or any third party, we may elect to have all claims in that lawsuit between you and such third party to be resolved by BINDING ARBITRATION under this agreement.

The arbitration shall be administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and its Supplementary Procedures For The Resolution Of Consumer-Related Disputes (the "Arbitration Rules") in effect at the time the demand for arbitration is filed. In the event of a conflict between the Arbitration Rules and this Agreement, this Agreement shall control, except that, in the event that the AAA determines that any provision of this Agreement does not comply with applicable standards stated in the AAA's Consumer Due Process Protocol, the standards of the Protocol shall control. We will tell you how to contact the AAA and how to get a copy of the Arbitration Rules without cost if you ask us in writing to do so. Or, you may contact the AAA directly at 1-800-778-7879 (toll free) or at www.adr.org.

If the AAA's Supplemental Procedures for Consumer-Related Disputes apply to your Claim and if your Claim for actual damages does not exceed \$10,000, you shall be responsible for paying one-half of the arbitrator's fees up to a maximum of \$125. If your Claim for actual damages exceeds \$10,000 but does not exceed \$75,000, you shall be responsible for paying one-half of the arbitrator's fees up to a maximum of \$375. For any Claim that does not exceed \$75,000, we will pay all other arbitrator's fees and costs imposed by the administrator of the arbitration.

If your Claim is a consumer-related claim for actual damages that exceeds \$75,000, or if it is a non-monetary consumer-related Claim, or if it is not a consumer-related Claim, you shall be responsible for paying the administrative costs and arbitrator's fees as provided in the AAA's Commercial Fee Schedule. Additionally, in the case of a consumer-related Claim for actual damages in excess of \$75,000 or for non-monetary damages, and in the case of any non-consumer-related Claim, the prevailing party in an arbitration proceeding may seek to recover its

expenses for administrative fees and arbitrator(s)' fees from the other party in accordance with the Arbitration Rules. The final award by the arbitrator(s) pertaining to such a Claim can apportion the administrative fees and expenses and arbitrators' fees between you and us as part of the award, as the arbitrator(s) determines is appropriate.

The fees and costs stated in this Agreement are subject to any amendments to the Arbitration Rules and fee and cost schedules of the AAA. The fee and costs schedule in effect at the time you submit your Claim shall apply. The Arbitration Rules permit you to request a deferral or reduction of the administrative fees of arbitration if paying them would cause you extreme hardship. Each party also has the option of filing an action in small claims court for any Claim or disputes within the scope of the small claims court's jurisdiction.

The arbitration of any Claim of \$100,000 or greater shall be conducted by a panel of three arbitrators. The arbitration of any Claim of a lesser amount shall be conducted by one arbitrator. The arbitrator(s) shall be selected from the AAA's panel of arbitrators by mutual agreement between you and us. If we cannot agree on the arbitrator(s), the AAA shall appoint the arbitrator(s). Except as expressly provided in this agreement to arbitrate, no Claim may be joined with another dispute or lawsuit, or consolidated with the arbitration of another Claim, or resolved on behalf of a class of similarly situated persons, or brought as private attorney general or on another similar representative basis. All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding shall apply in the arbitration. Any in-person arbitration hearing will be held in the federal judicial district embracing Birmingham, Alabama, or in the state where you reside if we have a branch office in that state. Any dispute regarding whether a particular controversy is subject to arbitration, including any claim of unconscionability and any dispute over the scope or validity of this agreement to arbitrate disputes or of this entire Agreement, shall be decided by the arbitrator(s). The arbitrator(s) shall establish such reasonable procedures as may be necessary for the reasonable exchange of information between the parties prior to such arbitration. In rendering an award, the arbitrator(s) shall apply applicable contract terms, statutes and legal precedent and shall follow the Federal Rules of Evidence, enforce applicable privileges, and employ applicable burdens of proof. The arbitrator(s) shall award only such relief as a court of competent jurisdiction could properly award under applicable law. The arbitrator's findings, reasoning, decision, and award shall be set forth in writing and shall be based upon and be consistent with the law of the jurisdiction that applies to the Agreement. Judgment on the arbitration award may be entered in any court having jurisdiction.

In the event that the arbitration results in an award which imposes an injunction on you or on us, or contains a monetary award in excess of two hundred fifty thousand dollars (\$250,000.00), the award shall be reviewable on appeal initiated within 30 days of the award by a panel of three new arbitrators selected to hear the appeal under the procedure for appointment from the national roster as provided by Commercial Arbitration Rule 11. Such review shall apply the substantive and procedural standards normally applying to an appeal of a judgment from a trial court of competent jurisdiction. However, if the award does not impose an injunction on you or on us or contain a money award in excess of two hundred fifty thousand dollars (\$250,000.00), then the award shall not be appealable and shall only be subject to such challenges as would otherwise be permissible under the FAA.

This agreement to arbitrate does not limit the right of you or us, whether before, during or after the pendency of any arbitration proceeding, to exercise self-help remedies such as set-off, repossession, trustee's sales and the like. This agreement to arbitrate does not limit the right of you or us, whether before or during the pendency of any arbitration proceeding to bring an action (individually, and not on behalf of a class) to obtain provisional or ancillary remedies or injunctive relief (other than a stay of arbitration) to protect the rights or property of the party seeking such relief. However, the arbitrator(s) shall have the power to vacate and/or stay any such proceedings or orders granting provisional or ancillary remedies or injunctive relief, upon application by you or us. The taking by either you or us of any of the self-help remedies or by filing any action in court, including but not limited to the actions described in the preceding sentence, shall not be deemed to be a waiver of the right to elect BINDING ARBITRATION of any Claim upon the filing of a counterclaim or the like by either you or us in response to any such action.

You and we specifically acknowledge and agree that this Agreement evidences a "transaction involving commerce" under the FAA, and hereby waive and relinquish any right to claim otherwise. You and we hereby acknowledge, agree and stipulate that Regions Bank is a multi-state banking organization engaging in interstate banking; Regions Bank's deposits are federally insured; the funds deposited in any Service Account flow through interstate commerce; and we regularly use the services of businesses located in other states in opening and administering Service Accounts.

Should the AAA be unavailable, unable or unwilling to accept and administer the arbitration of any Claim, or any appellate proceeding, as applicable, or otherwise refuse or decline to accept and administer the arbitration of any Claim, or any appellate proceeding, as applicable – in whole or in part and for any reason whatsoever – this agreement to arbitrate shall not fail or be invalidated as a result. Rather, in that instance, any party to the Claim may then petition a court of competent jurisdiction under 9 U.S.C. § 5 to appoint the arbitrator(s). Upon consideration of such a 9 U.S.C. § 5 petition, should the court decline or refuse to appoint the arbitrator(s), then and only then and within 30-days of a final and non-appealable decision on the matter from such court, you and we shall each respectively pick one arbitrator, and those two arbitrators shall then, by mutual agreement and within 30-days of the selection of the second of them, select a third arbitrator. The third arbitrator so selected shall then arbitrate the Claim as the sole arbitrator, except with respect to a Claim for \$100,000 or greater, in which case all three arbitrators so selected shall arbitrate the claim together, with the award and all pre-award decisions made by majority vote. In the case of any arbitration not administered by the AAA, the arbitrator(s) shall still be bound by all applicable provisions of this agreement to arbitrate and the Federal Arbitration Act. They further shall administer and conduct the arbitration under the Arbitration Rules, to the extent such rules may be practicably applied to an arbitration not administered by the AAA.

If any term or provision of this agreement to arbitrate disputes and waiver of jury trial is held to be invalid or unenforceable, the remaining provisions shall be enforced without regard to the invalid or unenforceable term or provision; provided, that if you or we seek to bring a joined, consolidated, or class action for arbitration, and if the foregoing prohibition against the arbitration of joined, consolidated or class actions is held by an authority of competent jurisdiction to be invalid or unenforceable, the arbitration agreement between you and us shall be deemed inapplicable to such joined, consolidated or class action, to the effect that any permitted and

lawful joined, consolidated or class action shall be adjudicated in accordance with the provisions of applicable law and shall not be resolved through arbitration (provided further, that the jury trial waiver shall, in any event, remain in full force and effect to the fullest extent permitted by law). This agreement to arbitrate disputes and waiver of jury trial shall survive the termination of services under this agreement and/or the closing of your Service Account(s) and shall also survive as to any Claim covered within the scope of this Agreement.

Whether any controversy is arbitrated or settled by a court, you and we voluntarily and knowingly waive any right to a jury trial with respect to such controversy to the fullest extent allowed by law.