

**LA CAPITOL FEDERAL CREDIT UNION
VISA SIGNATURE CASH BACK
TERMS AND CONDITIONS**

Please read and retain these Terms and Conditions (Agreement) which contain important information about the La Capitol Federal Credit Union (La Cap) Visa Signature Cash Back Program (Program). By participating in the La Cap Program, you agree to the Terms and Conditions. The separate VISA Credit Card Agreement and Disclosures, which govern your Credit Card Account, are located at LaCapFCU.org (Website).

1. ELIGIBILITY AND ENROLLMENT. This Program is sponsored by La Cap (we, us, ours) and is restricted to La Cap Visa Signature Cash Back Cardholders in good standing (as defined by us from time to time). We, or our Cash Back Program Administrator, reserve the right to determine at our sole discretion whether you are eligible for enrollment or continued participation in the Program. We are not responsible for the Cash Back Program Administrator's products, services or decisions relating to this Program or redemptions.

2. ENROLLMENT. Enrollment into the program is automatic following La Cap approval of your credit card account. You can access our Visa Signature Cash Back Program information via the La Capitol FCU website located at LaCapFCU.org.

3. QUALIFYING PURCHASES. Only authorized charges for Qualifying Purchases made with your La Cap Cash Back Credit Card for the purchase of goods or services, less any credits for charge reversals or other refunds, will earn rebates. Qualifying Purchases do not include balance transfers, cash advances, convenience checks, disputed or unauthorized purchases/fraudulent transactions, card account fees, payments made for store value cards, such as gift cards and similar cards; wire transfers; money transfers; travelers checks and similar products that will 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, returned check fees, service charges, and ATM fees); and purchases when your Card Account is not in good standing. We reserve the right to determine at 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. CASH BACK PROGRAM RULES. Your La Cap Cash Back Visa account ("Card Account") will earn rebates based on your Qualifying Purchases. The rebate awarded will appear cumulatively on your billing statement as "Rebate Reward Activity".

a. Introductory Rewards: You will earn a \$150 bonus if you spend at least \$1,500 in eligible purchases within 90-days of your new Visa Signature Cash Back account opening date, which are not later returned, disputed or rescinded. The purchase requirements and exclusions that apply to cash back rewards also apply to the bonus. Existing or previous La Capitol Visa Signature Cash Back cardholders will not be eligible for this one-time bonus.

b. Cash Back on Purchases. You will earn a 1.00% rebate based upon Qualifying Purchases (minus returns) each billing cycle. Qualified Purchases you make will be accumulated and disclosed on your monthly statement.

c. Cash Back Calculation. Rebates will be calculated at the end of the statement cycle as a percentage of net purchases minus returns. If net purchases exist on a participating account, rebates will be calculated. If more credits are accumulated than charges, your account will display a negative rebate dollar amount (e.g. you charge \$5.00 and receive a credit of \$7.00 the rebate is now -\$2.00). You will need to make charges to return to a positive rebate status.

d. Cash Back Distribution. A distribution of rebates will not be processed on an account if the account is flagged as Suspended, Lost/Stolen, over-limit, Voluntary Closure, Revoked, or otherwise not in good standing with La Cap.

e. Inactive Account. Accounts that are inactive at the time of distribution will receive the rebate payout that was accumulated during the rebate period. If your account is statused as Bankrupt, Closed, or Revoked during the accumulation period, the rebate will be forfeited.

f. Account Closure. If La Cap closes your account, you will no longer be able to earn rebates on the Visa Signature Cash Back Card, and you will forfeit any accumulated Cash Back. If you close or convert your card account, you will no longer be able to earn a rebate and any eligible rebate earned prior to account closure will be forfeited. Your qualified rebate will be forfeited if you close your membership savings at La Cap.

g. Receiving Cash Back. Rebates will be distributed in the January, April, July and October statements. Your rebate will be automatically posted to your Visa Signature Cash Back credit card account. Members will not be allowed

to use the Cash Back as payment on the account.

h. Value of Cash Back. Cash Back has no value until such time when it is credited to your credit card account. You may not assign, transfer, or pledge your rebates. You have no property rights or other legal interest in a rebate until it is distributed and credited to your card account.

i. Fraud. If your card account shows any sign of fraudulent, abusive, or suspicious activity, we may close or suspend your card account immediately without giving you prior notice. We may also forfeit your accrued eligible Cash Back.

5. PERIODIC STATEMENT. Your Cash Back information will be summarized on your regular monthly statement to include: Beginning Rebate Balance, Earned This Month, and Ending Rebate Balance.

6. 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 and may be applied retroactively. Changes may include, but are not limited to, the Cash Back payout percentage, the types of transactions which qualify for points, the availability of Cash Back, the imposition of an annual Program membership fee or the increase of any fees associated with the Program. Your accumulation of Cash Back does not give you any vested rights and you may not rely upon the continued availability of Cash Back. We will post any such changes to the Agreement on the Website and it is your responsibility to review the Agreement for any such changes. By using 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 LaCapFCU.org. If you do not agree to the amendments, you may close your credit card account.

7. 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. We may also terminate your Cash Back Account immediately without notice, if we determine that any Cardholder has violated the rules of this Program or is in any way involved in fraud, theft, or other illegality, or if we terminate or suspend your La Cap

Cash Back Card. If we terminate your Cash Back Card for any of those reasons, the accumulated Cash Back on your Account will be forfeited and that Cash Back will not be credited to your card account. After termination of the La Cap Cash Back program, the Terms and Conditions of this section shall no longer apply to your La Cap Cash Back Credit Card. All other terms and conditions of your Credit Card Agreement shall apply. You will still be obligated to make monthly payments and comply with all of the terms and Conditions stated in your Credit Card Agreements.

8. INCOME TAXES. Earning Cash Back or redemption of Cash Back 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.

Cash Back Visa® Signature

Rebate and Rewards Terms and Conditions

La Capitol
FEDERAL CREDIT UNION

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