

EPOWER PLUS REWARDS ACCOUNT TERMS AND CONDITIONS

INFORMATION ABOUT YOUR ABILITY TO EARN AND REDEEM POINTS

INFORMATION ABOUT THIS AGREEMENT AND DEFINITIONS

This Agreement. This Agreement is between you and Aspire Federal Credit Union (“Aspire” or “Aspire FCU”). You accept the terms of this Agreement when you earn or redeem Points in connection with your Aspire FCU ePower Plus Account. This Agreement replaces any previous versions of terms and conditions governing the Program applicable to your Account. From time to time, we may give you additional terms and conditions associated with the Program. They'll be considered part of this Agreement.

Terms Vary by Account Type. This Agreement only applies to your Aspire FCU **ePower Plus Debit Card** attached to your Aspire FCU ePower Plus Account. The way you earn Points with your Debit Card is different from the way you earn Points with a Credit Card Account.

Definitions. The following terms, when used in this Agreement, have the meanings below:

- **Bill Payment** – A Bill Payment from your ePower Plus Account using My CU Online, or via our Mobile Banking application. A bill that is paid by making a transfer between linked Accounts and/or transfer payments to Accounts within the credit union do not qualify as Bill Payments.
- **Direct Deposit** – An Automated Clearing House (ACH) credit to your Account, such as payroll, pension or government payments.
- **Member in Good Standing** – A person owning at least one share in Aspire FCU as defined in our Bylaws and who does not have any delinquent or charged-off loans with the credit union.
- **Point(s)** – Reward Points provided through the Program.
- **Program** – The ePower Plus Account.
- **Reward(s)** – Items, services, credits, cash or other offerings that may be made available from time to time for which Points can be redeemed through the Program.

YOUR EPOWER PLUS CHECKING ACCOUNT

If you open up an ePower Plus Account, you are automatically enrolled in our Reward Points Program.

Eligibility for the Program. Minimum age for eligibility is 18. To enroll and maintain enrollment and participation in the Program, you must be a member in good standing of Aspire FCU and have an open, eligible ePower Plus Account and:

- **Eligible Accounts.** You must have an ePower Plus Account titled in your name (either individually or jointly with one or more other natural persons). No other types of accounts are eligible (including, but not limited to, representative, special title and other fiduciary accounts).
- **Multiple Owners.** For an ePower Plus Account with multiple owners, the qualifying activities of all authorized signers may contribute to earning Points, but only the primary owner of the Account is identified as the Member of Record. The primary owner is identified by the taxpayer identification number of the primary (first) signer in Aspire's records.
- **Changes to Your Account.** Points earned in a statement period are calculated based on the account type you hold on the last business day of the statement period. If you convert from an eligible account to an ineligible account before the last business day of the statement period, you won't earn any Points for that statement period.

Limits on Earning Points with Your ePower Plus Account. The maximum number of Points you can earn in one calendar year with your ePower Plus Account is 80,000, including any bonus Points you receive, unless otherwise specified in the separate terms of a promotional offer.

ACQUIRING POINTS

Here's how you can acquire Points:

Use of Your Debit Card. You can earn Points by using your Aspire FCU Debit Card that is connected to your ePower Plus Account as described below.

Promotional Offers. You may be provided promotional offers that let you earn Points. If we make a promotional offer, we'll let you know the specific terms and conditions that apply to earn or redeem Points.

Negative Point Balance. Subtracting Points from your ePower Plus Account (for example, if you return items purchased with your Account) can result in a negative Point balance. If this happens, Points you earn after that will be used to bring your balance to zero.

EARNING POINTS WITH YOUR EPOWER PLUS ACCOUNT

Only Purchases Earn Points. You'll earn Points for purchases using your ePower Plus Account, minus returns and refunds.

The following types of transactions don't qualify as purchases that earn Points:

- Use of checks that access your Account
- Balance transfers
- Cash advances
- Traveler's checks, foreign currency purchases, money orders, wire transfers and similar cash-like transactions
- Lottery tickets, gaming chips and similar betting transactions
- Interest and account fees
- Unauthorized charges
- Items returned for credit

Open and Current Account. You may earn Points as long as your Account is open and current. If your Account is closed, you will not be able to earn Points, and you will lose any accumulated Points that have not been redeemed and transferred to your ePower Plus Account.

When You Will Receive Points. Points earned through a purchase with your ePower Plus Account will appear in your account statement at the end of the billing cycle in which you made the purchase. This means that Points earned on purchases made near the end of a billing cycle may take up to one additional billing cycle to appear in your Account. (Promotional Points may take one to two additional billing cycles to post to your Account.) Members can view their Point balance and any adjustments due to redemptions/earned Points through our Online Banking website (My CU Online) at www.aspirefcu.org.

Merchant Codes. Each merchant – for example, a retailer, business or any other place where you can make a purchase – is assigned a code that indicates the merchant’s area of business. For example, restaurants are generally assigned a specific merchant code. We don’t assign or have any control over merchant codes. Codes are chosen and assigned by a third party, who may change the codes from time to time. When you make a purchase at a merchant, we’re provided the code for that merchant. If the code matches a category that gives you additional Points – for example, if the merchant code tells us that you made a purchase at a restaurant, and you get additional Points for “dining out” purchases – we’ll give you the additional Points. Because we don’t control what code a merchant is assigned, sometimes a purchase that you think fits a certain category may not earn additional Points. For example, a restaurant located within a large retail outlet may not be assigned a “restaurant” code, but rather a “retailer” code. This means that if you receive additional Points for “dining out,” you won’t earn additional Points for purchases at that restaurant. Or a restaurant located within a hotel may not be assigned a “restaurant” code, but rather a “hotel” code. This means that if you receive more Points for purchases at a hotel than you receive for purchases at a restaurant, each purchase at that restaurant will be treated as a purchase at a hotel, and you’ll receive additional Points.

Use of Your Debit Card. For each eligible transaction made on your ePower Plus Account, you will earn one Point for every \$1.00 in eligible transactions.

Promotional Offers. For each eligible promotional offer, you will earn Points at the rate and under the terms and conditions specified for that particular offer.

REDEMPTION OF POINTS

Who May Redeem. Any authorized user of your Account may redeem Points from your ePower Plus Account, unless we tell you otherwise. Authorized users on your Account may use your Points on websites of participating Shop with Points merchants who use Card Account numbers to enable Shop with Points. Authorized users may redeem Points for Cash or in any other manner as permitted by us. We reserve the right to refuse to redeem Points for any reason.

When Points May Be Redeemed. Once Points appear in your Account, they’re available for redemption.

Insufficient Point Balance. If your Point balance falls below the number of Points required for a Reward after you’ve already requested a redemption of Points, we may stop delivery of that Reward.

No Liability for Rewards. You release Aspire, its affiliates and any merchants or vendors participating in the Program from all liability regarding the redemption and use of Points and Rewards, including any Rewards that are lost, stolen or destroyed after they’re received.

No Affiliation with Rewards Merchants. Participating Rewards merchants, if any, aren’t affiliated with or responsible for administration of the Program.

Availability of Rewards. The availability of any Reward isn’t guaranteed.

Point Value May Vary. The value of a Point may vary depending on the Reward for which it’s being redeemed.

Taxes. The monetary value of a Reward for which you redeem your Points may be considered taxable income from Aspire in the tax year in which you redeem the Points, in accordance with U.S. tax law. Aspire may be required to send you (and file with the IRS) a Form 1099-MISC (Miscellaneous Income) for the year in which you redeem your Points for a Reward when the value of the Reward plus other taxable Miscellaneous Income you receive from us totals \$600 or more for a calendar year. We determine the monetary value of Rewards received through your Points redemptions for tax purposes. The value of Rewards received by redeeming certain Points, such as Points received through your Account and related bonus promotions, is taxable income. You’re responsible for any personal tax liability due to the receipt of a Reward due to your Point redemption – consult with your tax advisor.

Cancelling/Returning Your Reward. Unless otherwise noted at the time of redemption, once you redeem your Points for a Reward, you are not permitted to cancel or return your Reward.

CERTAIN REWARD OPTIONS

This section tells you about certain Rewards available for redemption and some of the terms and conditions related to redeeming Points for each of these Rewards.

Reward-Specific Terms and Conditions. Special terms and conditions may apply to certain Rewards. For example, certain Rewards require you to redeem a minimum number of Points.

Pay with Points. During certain promotional events, you can redeem available Points to pay for a fee or service charge incurred through your relationship with Aspire. In order to use Pay with Points, you must be a Member of the credit union, and the ePower Plus Account must be in good standing.

Points to Cash. You can redeem Points for an Account credit, which will be applied to your ePower Plus Account, in a minimum amount of \$5.00. Your Account credit should appear within two billing cycles after you request redemption of your Points. **Account credits may not be canceled.**

- If there are no Points available for redemption at time of purchase, an Account credit will not be issued.
- The redemption and corresponding Account credit may appear in different statement cycles.
- If an Account credit is not issued or is delayed, and a purchase made using Pay with Points incurs any interest or fees, you agree that Aspire FCU has no liability to you.
- We may set minimum and/or maximum Point redemption requirements at any time.
- We have the right to change the Point-to-dollar conversion rate for Pay with Points Account credits at any time.
- We may modify or terminate Pay with Points at any time without notice.

POINT EXPIRATION

Expiration of Points Acquired Through Your ePower Plus Account. Points you earn using your Account will expire 24 months after they are earned. For example, Points acquired on June 1, 2016, will expire May 31, 2018.

LOSS OR SUSPENSION OF POINTS

This section tells you when you may not be able to use Points that you've already earned or received.

You Close Your ePower Plus Account. If you have Points and you voluntarily close your Account, you will lose them immediately.

We Close Your ePower Plus Account. If you have Points and we close your ePower Plus Account for any reason, you'll lose your Points immediately.

Your Aspire FCU Primary Share Account Is Closed. If the Primary Share Account in which you are the Primary Member is closed, we'll close your ePower Plus Account, and you'll lose any remaining Points immediately.

We Cancel the Program. If the Program is canceled, you'll have 90 days from the Program's cancellation date to redeem your Points. After 90 days, you'll lose any remaining Points.

Losing Points Due to Change in or Failure to Confirm U.S. Tax Status. To participate in the Program through use of an ePower Plus Account you must be, and continue to be, a U.S. person under IRS regulations (i.e., a citizen or resident alien of the United States) with a valid Social Security or tax identification number and certification of U.S. tax status. If you provide us with a Certificate of Foreign Status, we'll disenroll your ePower Plus Account, and you'll lose the Points you earned with that Account. We may also request that you confirm your status as a U.S. person or correct a missing or incomplete Social Security or tax identification number. If you don't provide us with verification of this information in the form we request in a timely manner, we'll disenroll your ePower Plus Account from the Program, and you'll lose the Points earned with that Account.

Point Suspension Due to U.S. Backup Withholding Tax. If you participate in the Program through use of an ePower Plus Account, we may suspend your ability to use Points if we believe that payments made to you using your Points are subject to U.S. backup withholding tax.

Point Suspension for Late Payment. If you have a delinquent loan or make a late payment on any loan Account that you have with Aspire FCU, you may not be allowed to earn or redeem Points you earned through that Account until it is current, and you request that we reinstate you into the Points Program. You can make this request by calling our Member Contact Center at 732-388-0477.

Loss Upon Death. You will lose your Points upon your death, and your estate, successors and assigns have no property rights or other legal interests in such Points, except under this circumstance: If we receive a written request within one (1) year of your death from the executor or administrator of your estate, along with evidence satisfactory to us of your death and the identity and appointment of the executor or administrator, we can allow Points remaining in your Account to be redeemed for Cash Rewards.

CHANGES TO THIS AGREEMENT OR TO THE PROGRAM

Changes Without Notice. We may make changes to the Program and/or the terms of this Agreement at any time without notice. For example, we won't notify you if we change what Rewards are available or the number of Points required to redeem a Reward. If we do make any changes to this Agreement, we'll post an updated copy on our website.

Changes with Notice. We'll give you 30 days' notice if we make any of the following changes:

- A change that negatively affects the number of Points you can earn
- A change that negatively affects when your Points expire or how/when you may lose Points
- A change in how you can exercise your rights under this Agreement
- If we cancel the Program

FRAUD, MISUSE AND ABUSE; OTHER IMPORTANT INFORMATION

Fraud, Misuse, Abuse or Suspicious Activity. If we see evidence of fraud, misuse, abuse or suspicious activity, we'll investigate and, if we determine that fraud, misuse or abuse has occurred, we may take actions against you. These actions may include, without limitation:

- Taking away the Points you earned because of fraud, misuse or abuse
- Stopping you from earning Points
- Suspending or closing your Account
- Taking legal action to recover Rewards redeemed because of such activity and to recover our monetary losses, including litigation costs and damages

Some examples of fraud, misuse, abuse and suspicious activity include:

- Buying or selling Points other than as permitted under the Program
- Repeatedly opening Accounts for the primary purpose of acquiring Points
- Using your Account or other credit union Accounts in an abusive manner for the primary purpose of acquiring Points

No Cash Value. Points have no cash value.

No Property Rights. You have no property rights or other legal interests in Points. By operation of law, you can't transfer Points through such events as an inheritance, bankruptcy or a divorce. Points also can't be assigned or pledged.

Disputes Between Member and Other Persons. We're not responsible for disputes between joint owners of an ePower Plus Account or between a member and a third party involving Points or any other aspect of the Program.

Indemnity. You agree to indemnify us and our third-party service providers, and all of our and their respective affiliates, directors, officers, employees, agents and contractors, and hold us and them harmless from and against any loss, damage, liability, cost or expense of any kind (including attorneys' fees) arising from our or an authorized user's use of the Program; any fraud, misuse or abuse of the Program; violation of this Agreement; and/or violation of any applicable law or the rights of any third party.

Limitation on Liability. You release us, our third-party service providers, and our and their respective affiliates, directors, officers, employees, agents and contractors, for your participation in the Program, including in connection with earning Points, redeeming Points for Rewards and using Rewards, the expiration and forfeiture of Points and changes to or cancellation of the Program. The third-party service providers, including merchants and contractors, that participate in the Program aren't affiliated with us, and we and our affiliates, directors, officers, employees and agents aren't responsible for, and you release us from, any liability arising in connection with products and services provided by those third-party service providers, including Rewards and/or any such services provided in connection with Rewards, such as delivery or servicing.

Void Where Prohibited by Law. The Program and/or any feature of the Program is void where prohibited by federal, state or local law or regulation and is subject to change as necessary to comply with law or regulation.

Notices and Communications. We may send communications about the Program to you at any mailing or email address on our records or through our online services. You agree that we (and/or our service providers or anyone we authorize) may contact you at any phone number, email address or mailing address you provide or we obtain in other ways. This includes communications to mobile, cellular/wireless or similar devices. We may contact you by live operator, auto-dialer, recorded or artificial voice, text or email. You agree to pay any charges from your plan provider for communications we send to you, as well as communications you send to us. We may use voice recognition technology to verify your identity when you call. We may capture and store your voiceprint for this purpose.

INCORPORATION OF ASPIRE MEMBERSHIP AND ACCOUNT AGREEMENT TERMS AND CONDITIONS

The Membership and Account Agreement as amended from time to time governing your Aspire FCU Membership is incorporated into this Agreement for purposes of governing law, enforcement rights and dispute resolution, including any arbitration provision contained in it. **Read your Membership and Account Agreement for these important provisions. In the case of Card Accounts, read your Card Agreement. In the case of Checking Accounts, read your Membership and Account Agreement and Disclosures.**



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