SVB Rewards Program for Business Credit and Charge Cards Terms and Conditions

https://loyaltygateway.com/rewards/phoenix/svbbusiness/ProgramInfo/svb_business_terms

These terms and conditions (the "**Rules**") govern your participation in the Silicon Valley Bank, a division of First-Citizens Bank & Trust Company ("**SVB**") Rewards Program for Business Credit and Charge Cards (the "**Program**"). These Rules may be changed (including additions and deletions) at any time, with or without notice unless applicable law requires otherwise.

ENROLL, GET ONLINE ACCESS AND REDEEM. It's that simple to use the Program.

ENROLL by signing up on the card application, filling out a SVB Rewards Application form, or by calling FCB Card Services (1-866-553-3481). Contact your SVB account representative for more details.

GET ONLINE ACCESS after you have been enrolled. You can manage your rewards by visiting Go by First Citizens Bank at https://go.firstcitizens.com/

REDEEM points by logging on to the rewards website (via single sign-on) from Online Banking or Go by First Citizens Bank or calling FCB Card Services (1-866-553-3481).

Your participation in the Program enables you to earn points that may be redeemed for various rewards. "**Cardholder**" and "**you**" mean the business or individual that has applied for or is otherwise responsible for a Silicon Valley Bank MasterCard® BusinessCard® (a "BCC Card") or a Silicon Valley Bank Mastercard Innovator Card (an "Innovator Card") (collectively, the "**Cards**" or "**Card**") and any individual who acts on your behalf or in your name in using or managing a Card. By using, signing or accepting your Card, or by signing an application for a Card, you agree to these Rules and any changes, additions or deletions to them. You also agree to any special terms or conditions that may be posted or disclosed on the website, dealing with the Program or with specific rewards. For example, special terms may apply to travel (including possible black-out dates, return policies, vacation or cruise restrictions, etc.), gift cards (including dollar limitations, usage restrictions, return policies, fees and charges associated with a card, etc.), or Internet rewards (including copyright or digital rights restrictions, any enrollment requirements, etc.). The terms and conditions for specific rewards are available at the website and may be set by the provider of those rewards. Any merchants or providers shown or listed at the website are not affiliated with First-Citizens Bank & Trust Company (also referred to as your "Bank") or Mastercard® (except where and as shown), nor are they sponsors or co-sponsors of the Program. Use of a name and/or logo is by permission, and the respective owner retains all property rights in them. Your Bank issues and administers all Cards. Mastercard International Incorporated ("**Mastercard**") manages and administers the Program for your Bank. Mastercard and Silicon Valley Bank are not affiliates. These Rules are your agreement on the terms and conditions of the Program. These Rules and your Card transactions are also subject to other agreements you may have with Silicon Valley Bank (for example, the terms and conditions governing your use of the Cards ("**Cardholder Agreement**"). Fees and charges associated with the Program and your participation in it are included in the Cardholder Agreement.
Note: If you are enrolled in a Program you are not eligible to enroll in the SVB Cash Rebate/Revenue Share Program. SVB reserves the right to close duplicate Program which will result in the forfeiture of all points earned for the duplicate account.

GENERAL

1. The Program is offered at the sole discretion of Mastercard and your Bank. They individually reserve the right to change these Rules at any time, subject to applicable law. This includes the right to substitute rewards. Neither Mastercard nor your Bank are liable for any loss, damage or harm you may suffer due to or arising from the changes that do not violate applicable law. The Program is not offered where prohibited by law and is voided where an offer of the Program violates applicable law.

2. The Program may be terminated by us in whole or in part in our sole discretion. We will give advance notice of termination when required to do so under applicable law. A substitute loyalty program may be implemented at any time immediately upon notice to the extent allowed by applicable law, even if the rewards offered differ from or are inferior to those in the then-current Program. Following termination of the Program, you may not continue to accumulate points or claim rewards unless applicable law states that you may continue to do so. If the Program is terminated, any or all unredeemed points may be forfeited at the option of your Bank, without any liability or obligation to your Bank or to Mastercard, and no rewards claims shall be honored after conclusion of any termination notice period to the extent allowed by applicable law.

3. If you commit fraud, abuse Program privileges, violate the Rules, or violate the terms of your Cardholder Agreement, Mastercard and/or your Bank, in its sole discretion, reserves the right to terminate your participation in the Program, your Cardholder Agreement and all points will be considered forfeited and void unless prohibited by applicable law. Bank issues and administers all Cards. Mastercard manage and administers the program for the Bank. Mastercard and SVB are not affiliates.

4. Neither points nor your participation in the Program are your property. On termination of the Program (or your participation in it) for any reason, you will lose all unredeemed points (that is, they will be forfeited) unless applicable law allows to you keep said points. On your death, unredeemed points may not be transferred to your estate or otherwise. Points have no cash value, and you will not be paid cash for any lost, forfeited or unused points. Rewards (including reward certificates), points and your participation in the Program (including any benefits associated with the foregoing) may not be sold, bartered or transferred (other than by Mastercard or the Bank). Any attempted transfer, sale, or barter by you or on your behalf will be void, and Mastercard, and/or your Bank may refuse to honor any rewards (including reward certificates), points or benefits which they or any one of them in their sole discretion concludes to have been sold, bartered or transferred. If you have a negative balance in your points, Mastercard and/or your Bank may suspend delivery of a requested reward, and newly accumulated points may be used to offset the negative balance until it has been returned to zero.

5. Program benefits and rewards may be subject to income (state and/or federal) or other taxes. You are responsible for paying all taxes related to participation in the Program or as a result of points earned or redeemed or of any rewards or other program benefits you request or receive. You are responsible for accurately filing tax returns and for making applicable disclosures to third parties regarding any Program benefits or rewards. Please consult with your tax advisor regarding any state or federal tax implications for you.

6. You agree to pay the Program participation and other fees associated with your participation in the Program, as disclosed to you (and subject to change). To the extent allowed by law, the payment of annual participation fees disclosed in your card program payments and fee schedule is non-refundable. You agree that any fees that become due by you may be collected via a charge to your Card by your Bank. You agree to pay any fees charged by third-party providers enabling the redemption of your points for travel, merchandise or otherwise. Please confirm the amount of fees applicable to your reward before redeeming your points, as they will be charged to your card upon redemption. Fees are subject to change at any time.

7. You agree that your Bank and Mastercard may act upon instructions reasonably believed to be from you (including, for example, where verified through authentication codes or credentials that have been previously associated with or used by you. You agree to and are responsible for providing your Bank with notice of any changes to the person(s) authorized by you to redeem points. You agree to review your statements promptly to detect unauthorized point redemptions or rewards, and to report any promptly by calling FCB Card Services (1-866-553-3481). Should you fail to report unauthorized points or rewards within 60 days of their appearing on a monthly statement that is made available to you, you will be precluded from asserting the lack of authorization against Mastercard or your Bank. Any damage you suffer due to unauthorized points or rewards is limited as set forth below under LIMITATIONS ON LIABILITY; LIMITED REMEDY.

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8. Your Bank is not responsible for managing or administering the Program or providing services under the Program; the responsibility lies with Mastercard. Your Bank will not be responsible for errors or omissions in any Program documents, including these Rules. Your Bank will not have any liability to you or any other Cardholder arising from, or related to, the Program, Program benefits, services provided by Mastercard, points (redeemed or unredeemed), certificates or rewards. Your redemption of points and participation in the Program is subject to any rules or terms issued by Mastercard in connection with the Program, including, but not limited to, the Travel Terms and Conditions which can be found in the Online Travel section of Go by First Citizens Bank (https://go.firstcitizens.com/).

9. No representation or warranty is provided by Mastercard or your Bank to the type, quality or fitness for a particular purpose of any goods or services provided as a reward under the Program. Neither Mastercard nor your Bank is responsible for: (a) delay, misdelivery or mistaken fulfillment of any reward; (b) theft or unauthorized use of points by any person reasonably believed to be you; or (c) any acts or omissions of others beyond their control. Neither Mastercard nor your Bank is responsible for any action or inaction by a merchant or other provider of any reward.

10. LIMITATION ON LIABILITY; LIMITED REMEDY: You agree that neither Mastercard nor your Bank will be liable for, and you release, discharge, and hold harmless Mastercard and your Bank (or anyone who acted on behalf of them) from any and all loss, damage, harm or other claims of any sort, type, kind, or nature that you may have against Mastercard or your Bank, arising out of or in any way relating to your participation in the Program or due to the goods or services you may receive as a reward. The foregoing release includes (but is not limited to) claims for or due to personal injury, property damage, accident, sickness, delay, cancellation, postponement, inconvenience, penalty, refund, or other irregularities that may occur or that may be caused by any provider of reward goods or services or by any person not under the direct supervision and control of Mastercard or your Bank. **The sole remedy available to you in connection with the Program (whether your action is based in law or in equity) is the crediting (or re-crediting) of points to an amount up to the number of points in dispute.** No party is liable for consequential, special, or punitive damages (including any lost profits).

11. Mastercard and/or your Bank reserve the right to interpret Program Rules and policies and will be the final authority on point credits and reward qualifications. Mastercard and your Bank may share information about you and your use of the Program (including points and rewards) between themselves for purposes of implementing and operating the Program and may share such information between themselves and others to the extent allowed or required by law.

12. Reasonable efforts are made to ensure that the information contained in Program communications is accurate at the Website and in other communications. Neither Mastercard nor your Bank is responsible for errors or omissions, and they reserve the right to correct errors at any time, even if it affects a pending reward or redemption order.

EARNING POINTS; VIEWING POINTS AND PROGRAM INFORMATION

1. You will start to earn points within seven (7) days after you enroll your Card in the Program and you commence making purchases. Once enrolled, you will earn between one and two points for every one U.S. dollar ($1 spent in eligible net purchases, rounded to the nearest whole dollar, made on your Card(s) in accordance with the terms of your Program. We may announce bonus award tiers from time to time on the Website.

2. "**Net purchases**" are defined as the dollar value of goods and services purchased with a Card, minus any credits, returns, or other adjustments as reflected on monthly billing statements. Transactions excluded from point calculation may include the following: (a) cash advances, convenience checks, and balance transfers; (b) any fees and card-related charges posted to a Card account, including ATM fees, late fees, annual fees, and finance charges or interest as provided in the applicable Cardholder Agreement; (c) tax payments, and (d) any unauthorized charges or transactions.

3. "**Negative Points**" are created when returns and/or credits exceed the total amount of points you have accrued and will post on the statement following the purchase that created them. Additional points may not be purchased except as otherwise permitted in promotional or other offers. Neither Bank nor Mastercard is required to allow you to make a purchase that will result in the creation of Negative Points.

4. Points will not be earned if the Account is closed or suspended. If the Account is closed by either you or Bank for any reason, all points that were accumulated but unused will be forfeited immediately unless said forfeiture is prohibited by applicable law. If immediate forfeiture is prohibited by applicable law, the applicable law concerning forfeiture will apply. Bank may not allow points to be earned when a payment has not been received when due, or if you are otherwise in breach of these Terms.

5. The number of points a Cardholder can earn in a calendar year is unlimited, although Bank reserves the right to change this or other terms in these Rules. Notice of said changes will be provided as required by applicable law. **Points will expire if not redeemed three (3) years after the last day of the month in which they were earned.** Notice of such expiration will be provided as required by applicable law.

6. Points earned will be credited on a weekly basis. Points earned and other Program information will be displayed on an electronic statement ("**Program Statement**") made available to you at the Website. You agree that the Program Statement will be deemed received by you and will be treated as a "writing" for any purpose for which you are required or entitled to receive a written statement. The Program Statement may or may not coincide with your Card Statement period. You will be able to see your points balances and other Program information on the Program Statement. Normally, Program Statements are stored on the Website for 24 months.

7. If you provide Bank with email information, Bank may use it for any purpose, including to provide reminders or promotional information. Your email address and optional preferences (if any) given to you can be updated by visiting the Website.

REDEEMING POINTS

1. Points may be redeemed for a variety of rewards. Specific rewards and any limitations or special terms associated with them are shown on the Website and can be viewed by you after you have registered to view your Rewards Account online. You agree to any special terms or conditions associated with a reward.

2. When you are ready to redeem points, visit the Website to register and to select your reward(s). Or you can call the FCB Card Services (1-866-553-3481) for redemption inquiries and orders. Hours of operation are 24 hours a day, 7 days per week. Quotes or information on rewards redemptions are valid at the time they are issued but are subject to change. Special restrictions may apply to shipping food or perishable items, alcoholic beverages, tobacco products, antiques, collectibles, artwork, companion services, cosmetic surgery, any financial items (stocks, bonds, etc.), funerals, illegal items, intimate items, livestock, medicine/medical treatments, pets, pornography, weapons/firearms, frequent flyer miles, any item that has been produced in limited supply and items from Internet auction Web sites. Mastercard and your Bank, in the sole discretion of either party, reserves the right to decline to fulfill any particular request. It may take up to 30 days after you are enrolled before you can redeem points, but you can begin to earn points from the date you are enrolled.

3. All physical (non-digital) rewards are sent to the billing address on the Card account. You will usually receive your reward within 2-4 weeks. Once you have selected your item, we will give you an estimated time for shipment. This is an estimated time only and you should allow additional time for delivery. If we are not able to ship your order within 20 days (even if your estimated time for shipment was earlier), we may (but are not obligated to) notify you of the new estimated ship date and give you the option to cancel your order for a full refund of your points.

4. Shipments cannot be made to a post office box, an APO address, or outside the 50 United States. You may update your Card mailing address by contacting FCB Card Services (1-866-553-3481).

5. All rewards are subject to availability. Rewards may be discontinued or withdrawn without notice to the extent we are able to do so under applicable law. If applicable law prohibits the discontinuance or withdrawal without notice, the applicable law will be followed. Should a reward be discontinued, it will be

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replaced with an item of equal or greater value, or you will be advised of unavailability so that you can make an alternate selection.

6. You agree to hold Mastercard and/or your Bank harmless if a provider of reward goods or services files for bankruptcy, or otherwise goes out of business or fails to perform, after you have redeemed your points for a reward from that provider (including both before or after you receive or use the reward).

7. If an item arrives in defective or damaged condition, you may be able to return it for a replacement. Please contact the FCB Card Services (1-866-553-3481) for a return authorization. Item(s) must be returned within 30 days of receipt in the original packaging as a general rule, but specific rewards may have shorter periods. See the Website for special terms and conditions.

8. For the returns of any items that are not damaged, please contact the FCB Card Services (1-866-553-3481). You must pay return shipping charges. There is no current restocking fee charged by Mastercard or your Bank, unless communicated to you at the Website or at the time of the return authorization. However, restocking or other return fees or charges may be imposed on you by third parties (for example, in connection with airline tickets). Item(s) must be returned within 30 days of receipt, unused and in the original packaging.

9. For rewards consisting of more than one item, please note that all items must be returned together even if only one is damaged. Please do not include items from other orders or other shipments from the same order, in the same box, or you will not receive the correct refund. Items that contain flammable liquids or gases, apparel items as well as food items, cannot be returned. Please note that some items may require that you pay extra shipping costs due to their size or special handling requirements.

10. **Gift cards, codes or certificates cannot be returned for any reason.** You are responsible for charges over and above the stated value of a gift card, code or certificate. If you do not receive your gift card, code or certificate within ten (10) days after shipment is scheduled or has been confirmed, you must contact the FCB Card Services (1-866-553-3481). Rewards claims forms for reimbursement of lost/stolen gift card/certificate rewards must be received within 120 days of the date that the gift card, code or certificate rewards were ordered. Virtual rewards do not involve delivery by traditional mail, are only accessible on the Internet, may not be returned to us, and may be subject to further terms and conditions as described on the Internet.

11. The merchandise offered by the Program may be subject to standard manufacturers' warranties. Any warranty information will accompany the merchandise shipment. As described above, no other warranty, expressed or implied, is made concerning the merchantability or fitness for a particular purpose of products and/or services provided through the Program. Warranty claims must be directed to the manufacturer. Neither Mastercard nor your Bank are responsible for shipped items, correspondence, documents, or gift cards in the event of loss, destruction, or theft. Your Bank may choose to add additional terms and conditions that will supplement these Rules. Please contact your Bank to inquire.

CONTACT INFORMATION

Please contact the Card Services (1-866-553-3481) for all enrollment, customer service and rewards redemption questions. The FCB Card Services should also be contacted to receive a returns authorization before attempting to return any damaged goods.

Website: Go at First Citizens Bank (https://go.firstcitizens.com/)

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NEW YORK RESIDENTS ONLY

If your credit card account or rewards program is modified, cancelled, closed or terminated, you will be provided notice of such cancellation, closure, termination or modification as soon as possible, and in any event within forty-five days of such cancellation, closure, termination or modification. Beginning with the date on which notice is sent, you will have ninety days to redeem, exchange, or otherwise use any credit card points that you accumulated at the time of such modification, cancellation, closure, or termination as permitted under the terms of this agreement, subject to the availability of rewards. We reserve the right to not provide this notice to you in the case of fraud by you with respect to the credit card account or any related rewards program, or misuse by you of the credit card account or any related rewards program.

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