

## MasterRental Legal Disclosure

This MasterRental Guide to Benefits is not, by itself, a policy or contract of insurance or other contract.

Benefits are provided to you, the **Account Holder**, at no additional charge. Non-insurance services may have associated costs, which will be your responsibility (for example, legal referrals are free, but the lawyer's fee is your responsibility).

The insurance benefits are provided under a group policy issued by New Hampshire Insurance Company, an AIG company. This MasterRental Guide to Benefits is a summary of benefits provided to you. The above Key Terms (as supplemented or modified by the Additional Key Terms) and **EOC** are governed by the Group Policy.

**Effective date of benefits:** Effective October 27, 2020, this MasterRental Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The Policyholder and the insurer reserve the right to change the benefits and features of these programs at any time. Notice will be provided for any changes.

**Cancellation:** The Policyholder can cancel these benefits at any time or choose not to renew the insurance coverage for all **Cardholders**. If the Policyholder does cancel these benefits, you will be notified in advance. If the insurance company terminates, cancels, or chooses not to renew the coverage to the Policyholder, you will be notified as soon as is practicable. Insurance benefits will still apply for any benefits you were eligible for prior to the date of such terminations, cancellation, or non-renewal, subject to the terms and conditions of coverage.

**Benefits to you:** These benefits apply only to the **Cardholder** whose cards are issued by U.S. financial institutions. The United States for purposes of this section is defined as the fifty (50) United States, the District of Columbia, American Samoa, Puerto Rico, Guam, and the U.S. Virgin Islands. No person or entity other than the **Cardholder** shall have any legal or equitable right, remedy, or claim for benefits, insurance proceeds and **Damages** under or arising out of these programs. These benefits do not apply if your card privileges have been cancelled. However, insurance benefits will still apply for any benefit you were eligible for prior to the date that your account is suspended or cancelled, subject to the terms and conditions of coverage.

**Transfer of rights or benefits:** No rights or benefits provided under these insurance benefits may be assigned without the prior written consent of the claim **Administrator** for these benefits.

**Misrepresentation and Fraud:** Benefits shall be void if the **Cardholder** has concealed or misrepresented any material facts concerning this coverage.

**Dispute Resolution – Arbitration:** This **EOC** requires

binding arbitration if there is an unresolved dispute concerning this **EOC** (including the cost of, lack of, or actual repair or replacement arising from a loss or breakdown). Under this Arbitration provision, You give up your right to resolve any dispute arising from this **EOC** by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three (3) arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing the parties' positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, the disputing party must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose. The parties will each separately select an arbitrator. The two (2) arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by the parties. Unless otherwise agreed to by the parties, the arbitration will take place in the county and state in which you live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration.

The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this **EOC**. The laws of the state of New York (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this **EOC** and all transactions contemplated by this **EOC**, including, without limitation, the validity, interpretation, construction, performance and enforcement of this **EOC**.

**Due Diligence:** All parties are expected to exercise due diligence to avoid or diminish any theft, loss or **Damage** to the property insured under these programs. "Due diligence" means the performance of all vigilant activity, attentiveness, and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect the item.

**Subrogation:** If payment is made under these benefits, the insurance company is entitled to recover such amounts from other parties or persons. Any party or **Cardholder** who receives payment under these benefits must transfer to the insurance company his or her rights to recovery against any other party or person and must do everything necessary to secure these rights and must do nothing that would jeopardize them, or these rights will be recovered from the **Cardholder**.

**Salvage:** If an item is not repairable, the claim **Administrator** may request that the **Cardholder** or gift

recipient send the item to the **Administrator** for salvage at the **Cardholder's** or gift recipient's expense. Failure to remit the requested item for salvage to the claim **Administrator** may result in denial of the claim.

**Other Insurance:** Coverage is secondary to and in excess of any other applicable insurance or indemnity available to You. Coverage is limited to only those amounts not covered by any other insurance or indemnity. It is subject to the conditions, limitations, and exclusions described in this document. In no event will this coverage apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language.

**Non-Contribution:** In no event will these insurance benefits apply as contributing insurance. The non-contribution insurance clause will take precedence over the non-contribution clause found in any other insurance policies.

**Severability of Provisions:** If in the future any one or more of the provisions of this MasterRental Guide to Benefits is, to any extent and for any reason, held to be invalid or unenforceable, then such provision(s) shall be deemed "severable" from the remaining provisions of the Guide. In that event, all other provisions of this Guide shall remain valid and enforceable.

Benefits listed in this MasterRental Guide to Benefits are subject to the conditions, limitations, and exclusions described in each benefit section. Receipt and/or possession of this MasterRental Guide to Benefits does not guarantee coverage or coverage availability.

This MasterRental Guide to Benefits is intended as a summary of services, benefits, and coverages and, in case of a conflict between the Guide and the master insurance policies, or an **Issuer's**, or Mastercard actual offerings, such master policies or actual offering shall control. Provision of services is subject to availability and applicable legal restrictions.

## Mastercard Easy Savings® Program

Mastercard is providing these Mastercard Easy Savings® Program Terms and Conditions ("Terms and Conditions") with respect to your U.S. Mastercard small business signature debit, prepaid, or credit card (each, a "**Small Business Card**") and/or U.S. Mastercard Multi Card card, Mastercard Purchase Card card, and/or Mastercard Corporate Card (each, a "Commercial Card"). Upon receipt or affirmative acceptance of these Terms and Conditions, you hereby accept the Terms and Conditions for the applicable Mastercard Easy Savings® Program - U.S. Small Business and/or the Mastercard Easy Savings® Program - U.S. Commercial (each, as applicable, the "Program"). You further accept these Terms and Conditions and ratify this acceptance by using, receiving or accepting any benefit of

a rebate under the Program.

If you do not wish to participate in the Program, please contact your **Issuer**.

These Terms and Conditions set forth the terms applicable to your use of the Program. The Program provides you with automatic rebates on eligible purchases from participating merchants in the United States if you use an eligible, enrolled Mastercard **Small Business Card** or Commercial Card. Please read these Terms and Conditions carefully and keep them for your records.

In these Terms and Conditions, "Program Website" means [www.easysavings.com](http://www.easysavings.com) for the Mastercard Easy Savings® Program – U.S. Small Business or [www.easysavings.com/commercial](http://www.easysavings.com/commercial) for the Mastercard Easy Savings® Program – U.S. Commercial (or such other websites).

**Participation:** For Mastercard Easy Savings® Program – U.S. Small Business only: If you have been notified by the **Issuer** of your Mastercard **Small Business Card** that your Mastercard **Small Business Card** has been automatically enrolled in the Program, you may participate in the Program effective as of the date indicated in the notification from the **Issuer**. If you have been notified by the **Issuer** of your Mastercard Commercial Card that your Mastercard Commercial Card has been enrolled in the Program, you may participate in the Program immediately.

The Program is available only to **Cardholders** using eligible, enrolled **Small Business Cards** or Commercial Cards, as applicable, issued by a United States financial institution. You must be enrolled in the Program prior to using a **Covered Card** at a Merchant, as defined below, or to receive the rebate benefits of the Program.

If you access the Program Website or use the Program, you also accept the Terms and Conditions as posted on the Program Website.

**Your Data:** You agree to the terms of the Program's privacy notice as posted on the Program Website which may be amended from time to time. You acknowledge and agree that your **Issuer** and Mastercard may share and use data regarding you, your personnel and such Card usage with each other and with third parties, such as Merchants and service providers, to operate the Program and for internal operational purposes, including, but not limited to, sending you and your personnel emails regarding the Program.

**Merchant Offers:** Merchants that are participating in the Program ("Merchant(s)") may provide offers for rebates on purchases of goods or services ("Offers") at participating Merchant locations for **Covered Cards**. The amount of any rebate and other terms and conditions applicable to a rebate will be determined by the Merchant, and are subject to change at any time and without notice. Please refer to any disclosures provided by your **Issuer** and the Program Website for any details on any Offer terms and

conditions. Offers may be redeemed only at participating Merchant locations. See the Program Website for the latest information on available Offers. Certain issuing banks may restrict your access to: (i) or the ability to make purchases from, certain Merchants; (ii) certain Offers; or (iii) certain elements of the Program for other purposes. Please refer to the Offer details provided by your issuing bank, the Program Website, and/or the Offer details below for the latest information on available offers.

**Offer Acceptance:** When you purchase goods or services using a **Covered Card** from a participating Merchant, you will receive a rebate on your purchase, subject to any terms and conditions of the Offer and provided that the purchase transaction: (a) originated in the United States, (b) is authorized, settled and cleared through the Mastercard Global Clearance and Processing System, and (c) is not a PIN-based transaction. The rebate will not appear on your receipt at the point of sale. The form of the rebate may be a credit to your **Covered Card** account or the rebate may be in another form, as determined by your **Issuer**. If a rebate is credited to your **Covered Card** account, please note that it might not appear on the same statement as the related purchase. There may be a delay of up to one statement cycle in crediting a rebate. Please note that rebates will be based on the standard currency related to your **Covered Card**.

**Reversals:** All or a portion of a rebate may be reversed in certain circumstances, including without limitation, upon a return, dispute, adjustment, or fraudulent card activity.

**Disclaimer of Liability:** Mastercard's role under the Program is limited to processing information regarding Offers on behalf of Merchants and the **Issuer**. Mastercard is not responsible for any Offers or rebates, your ability to use Offers or rebates, the crediting of any rebates to your Card account, reversals of Offers or rebates, accuracy or completeness of information about Offers or rebates, or any acts or omissions of the **Issuer** or Merchants. Mastercard provides the Program on an "AS IS" basis, and Mastercard disclaims any and all warranties, including without limitation, any warranties of merchantability or fitness for a particular purpose, except as required by applicable law. Mastercard is not liable to you for any damages that you suffer in connection with your participation in the Program, unless the damage results directly from Mastercard's failure to perform the express obligations under these Terms and Conditions.

Mastercard and its affiliates, its respective directors, officers, employees, agents, and successors and assigns, are not responsible, and shall not be liable for, any direct, indirect, special, incidental, or consequential damages (including lost profits). Without limiting the foregoing, Mastercard is not responsible for any card account fees or penalties that you incur on your card, including fees and penalties that may result from rebate reversals. Any tax liability resulting from your participation in the Program shall be your sole

responsibility, and not Mastercard's responsibility or the responsibility of any Merchant or the **Issuer**. Merchants or the **Issuer** may report information regarding the Program and your participation in it to tax authorities. Merchants and the **Issuer** may not vary these Terms and Conditions as applied to the relationship between you and Mastercard and may not make any commitments that are binding on Mastercard.

**Termination:** You may terminate your participation in the Program at any time by notifying your **Issuer**. There may be a delay of up to 30 days in effecting such termination, and reversals or adjustments of rebates may continue after termination, as determined in Mastercard's discretion. Mastercard or your **Issuer** may terminate your participation in the Program at any time, without notice unless required by law. Mastercard reserves the right to add or terminate any participating Merchant or any Offer without notice. Any terms, which by their nature should survive the termination of these Terms and Conditions, shall survive.

**Change of Terms:** Mastercard can add to, delete from, or change (each, a "change") the terms of these Terms and Conditions and/or the Program at any time. Mastercard will notify you of changes by posting the revised terms and conditions on the Program Website.

**Questions Regarding the Program:** You should direct any questions related to the Program, Offers, any Program restrictions, or rebates to your **Issuer**.

**Disputes:** Any disputes regarding Offers or rebates, or your ability to participate or receive them, may be determined by Mastercard, by your **Issuer**, or Merchants. That resolution will be final and binding on you.

**Additional Terms:** Your **Issuer** and Merchants may impose additional terms on your participation in the Program. These Terms and Conditions are in addition to, and do not amend or replace, your card agreement with your **Issuer**.

**Miscellaneous:** These Terms and Conditions will be governed by the laws of New York State, without regard to conflict of law principles. Any dispute arising out of or in connection with the interpretation or performance of these Terms and Conditions, that is not settled in accordance with the section of these Terms and Conditions entitled "Disputes", shall be finally settled by the Courts located in the City and State of New York, which shall have exclusive jurisdiction. YOU AND Mastercard HEREBY WAIVE ANY RIGHT TO A JURY TRIAL. You may not assign your rights under these Terms and Conditions. Mastercard may assign its rights and obligations at any time. The invalidity of any provision of these Terms and Conditions will not affect the validity of the remaining portions. Any waiver by Mastercard of its rights under these Terms and Conditions is binding only if in a writing signed by Mastercard. The use of your **Issuer** and Merchant names and logos in the Program is by permission only.

– **Participating Merchants Offer Details:** Restrictions,

conditions, and limitations apply. Visit the Merchant detail pages at [www.easysavings.com](http://www.easysavings.com) for more details.

**Mastercard Easy Savings® Program for Commercial – Participating Merchants Offer Details:** Restrictions, conditions, and limitations apply. Visit the Merchant detail pages at [www.easysavings.com/commercial](http://www.easysavings.com/commercial) for more details.

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## Account and Billing Information

**Important:** Contact your **Issuer** directly for questions concerning your account, such as account balance, credit line, billing inquiries (including transaction exchange rates), merchant disputes, or information about additional services not described in this Guide. Your financial institution's phone number should be available on your monthly billing statement or on the back of your card.

**Reminder:** Please refer to the **Legal Disclosure** section.

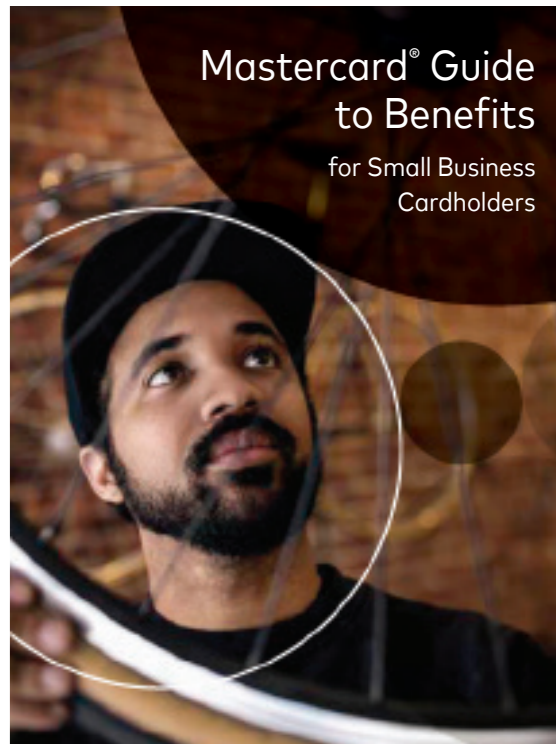
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## CFCU Community Credit Union Mastercard for Small Business Cardholders:

To file a claim or if any questions, call  
**1-800-Mastercard: 1-800-627-8372,**  
or en Español: **1-800-633-4466.**

Visit our Web site at [www.mastercard.com](http://www.mastercard.com).

### Important information. Please read and save.

To file a claim or for more information on any of these services, call the Mastercard Assistance Center at **1-800-Mastercard: 1-800-627-8372,** or en Español: **1-800-633-4466.**

"Card" refers to Mastercard® card and "Cardholder" refers to a Mastercard® Cardholder.

