

**CARDMEMBER AGREEMENT**

Please take the time to review the following important information about your Account and retain it for future reference. This document, including the accompanying **Rates and Fees Table** and the Additional Terms of Your Cardmember Agreement, is an agreement between you, the Cardmember, and us, KeyBank National Association, and is referred to throughout this document as the "Cardmember Agreement" or "Agreement." If you have any questions, please call us using the number on the back of your Card or on your billing statement.

**Your Agreement and Promise to Pay:** By using the Account, making a payment on the Account, or signing an application for any Card we send you, you agree to the terms of this Agreement. You agree to pay us all amounts that we lend to you on your Account, together with Interest Charges and fees as provided in this Agreement.

**YOUR ACCOUNT TERMS**

<b>IMPORTANT TERMS</b>	<b>WHAT IT MEANS</b>	<b>HOW IT AFFECTS THE ACCOUNT</b>
You and your	All persons who applied for the Account or who are liable on the Account by any other means	If there are joint Cardmembers, we may send communications to either of you, we may disclose information about the Account to either of you, and we may accept instructions from either of you (even if you have a disagreement).
We, us, our and KeyBank	KeyBank National Association	We are the creditor of your Account and the issuer of your Card.
Credit Limit	Your credit limit is the maximum amount that you can have outstanding on your Account at any time. You agree not to request any transactions that would cause your Account balance to exceed the credit limit. You are responsible for balances on your Account including amounts charged in excess of your credit limit.	We will advise you of the total credit limit on your Account when we first send you your Card and when we post it on your monthly billing statement. Your Cash Advance limit is only a portion of your total available (unused) credit limit. Your total credit limit and Cash Advance limit may change from time to time. We will notify you of any such changes through your billing statement or by sending you a separate notice, which may be after the change occurs. If no separate Cash Advance limit is listed on our billing statement, then the amount of your credit limit available for Cash Advances is your total credit limit. We may cancel, change, or rescind your credit availability at any time. We may approve a transaction that causes your Account balance to exceed the credit limit, but we do not treat such a transaction as a request for an increase in your credit limit.
Authorized Users	You are responsible for any use of your Account by an authorized user or anyone else that you permit to use your Account. You must notify us to revoke an authorized user's permission to use your Account. You are responsible to recover from that authorized user and destroy any	If you request, we may issue Cards that access your Account to your authorized users. If you revoke an authorized user, we may close your Account and issue a new Card(s) with a different Account number.

Cards, checks and other devices that can be used as a means of accessing your Account.
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### IMPORTANT DEFINITIONS

Cash Advance	The following transactions will be treated as Cash Advances: all advances to get cash over the counter, through an ATM, or other "cash-like" transactions (such as purchasing a money order, traveler's check, casino betting chip, or a lottery ticket) as determined by us. We sometimes call these Cash Equivalents.
Daily Periodic Rate (DPR)	The daily periodic rate for a given balance is equal to the APR for that balance divided by 365. It is a daily interest rate.
Payment Due Date	This is the date by which we must receive the minimum payment in order for it to be on time. Your monthly billing statement will list the Payment Due Date.
Default	<p>An Account will be in default if:</p> <p>1) you fail to make at least the minimum payment when due; 2) you violate any other provision of this Agreement; 3) we believe you may be unwilling or unable to pay your debts on time; 4) you file for bankruptcy; or 5) you become incapacitated or die.</p> <p>If your Account is in default, we may close your Account or terminate or suspend your credit privileges without notice and require full payment of your outstanding balance immediately.</p> <p>We can also begin collection activities. To the extent permitted by law, if you are in default because you have failed to pay us, we will require you to pay our collection costs, attorneys' fees, court costs and all other expenses of enforcing our rights under this Agreement.</p>

### USING YOUR ACCOUNT

You may use your Account only for personal, family or household purposes. You may not use your Account for illegal purposes, and you may not use your Account for internet gambling (even if legal). However, you are still responsible for any transactions that you enter into in violation of this Agreement.

USE	WHAT IT MEANS	HOW IT AFFECTS THE ACCOUNT
Purchases	You may use the Account to buy goods and services.	We authorize charges to your Account in accordance with the terms of the Agreement.
Balance Transfers and Fees	You can transfer balances to your Account by contacting us. We will charge a Balance Transfer fee on the amount of each Balance Transfer, as set forth in the Rates and Fees table.	We permit Balance Transfers from most accounts issued by other banks. We do not permit Balance Transfers from other accounts or loans with us or any of our affiliates.
Cash Advances and Fees	<p>You may obtain cash from ATMs or at banks.</p> <p>We will charge a Cash Advance fee or Cash Equivalent fee on the amount of each Cash Advance, as set forth in the Rates and Fees table.</p>	We treat certain transactions as Cash Advances. See the Cash Advance section under Your Account Terms, above.
Checks and Fees	<p>You may use checks provided by us to access your Account (sometimes referred to as "convenience checks"). Checks will be added to your Purchase balance (but there is no grace period to avoid interest charges).</p> <p>We will charge a Convenience Check Advance Fee on the amount of each Convenience Check</p>	We may provide checks for your use; we have the right not to pay a check for any reason. You may not use a convenience check to make a payment on the Account or any other Account with us.

	<p>Advance, as set forth in the Rates and Fees table.</p>	
<p>Overdraft Protection Advances and Fees</p>	<p>You may set up this Account to cover overdrafts on your checking account at KeyBank ("Checking Account"). Overdraft Protection Advances ("OD Advances") will be treated as Cash Advances.</p> <p>We will charge an Overdraft Protection Transfer Fee to your Card Account each day an Overdraft Protection Advance occurs as set forth in the Rates and Fees Table.</p>	<p>We allow your Card Account to be linked to a KeyBank Checking Account. Only one OD Advance will be made each day. The terms of this Agreement and your checking account agreement will apply. In order to link your Card Account to your Checking Account, all persons who applied for the Card Account or who are liable on the Card Account must be owners of the Checking Account. If at any time for any reason the persons who applied for the Card Account or who are liable on the Card Account and the owners of the Checking Account are different, your right to take OD Advances will terminate.</p> <p>At the end of each business day, an automatic OD Advance will be made on your Card Account when the total amount of withdrawals from your Checking Account made during the day and service charges we post to your Checking Account for the day, exceed the amount of funds in your Checking Account that is available for withdrawal. You request that these automatic OD Advances be made and agree that the amount of the OD Advances will be advanced from your Card Account up to the amount that is available under your Cash Advance limit. The Cash Advance limit amount used for authorization of OD Advances is calculated as of the end of the prior business day and may be updated with current day information if available. Cash Advances occurring during the day will reduce the amount of the Cash Advance limit available for OD Advances. The automatic OD Advance will equal the lesser of the amount needed to cover the unpaid amount of withdrawals and service charges in your Checking Account, or the amount of available funds under your Cash Advance limit, rounded up to the nearest \$50.00 increment. Please note that we may pay items into overdraft, at our discretion, and charge an overdraft fee on your Checking Account if you do not have available funds under your Cash Advance limit for an OD Advance of the total overdraft amount.</p> <p>If you fail to properly maintain your accounts, in addition to other rights</p>

		and remedies we have, we may terminate your Overdraft Protection. You may cancel the Overdraft Protection services at any time by giving us written notice at the address printed on your Card Account monthly statement. We may cancel your Overdraft Protection and stop making OD Advances at any time.
Recurring Transactions	You may authorize a third party to bill charges on a recurring basis to your Account. To withdraw your authorization, you must contact the third party. If your Account is closed or suspended, your Account number is changed, or to withdraw authorization, you will need to contact the third party.	We are not responsible for recurring transactions if your Account is closed, suspended, or the Account number changes. You agree that we may (but are not required to) provide the third party your current Account status, Card number and/or expiration date to facilitate payments.
Promotions	You may receive special offers related to your Account.	Any special offer is subject to this Agreement, unless specified otherwise.
Rewards	If your Account provides you with the opportunity to earn rewards, points may be redeemed for brand named merchandise, gift cards, travel rewards, or other redemption items as we determine from time to time.	We will provide you with all information and terms about your rewards separately. We will include on your billing statement all rewards you have earned.
Foreign Transaction Fee and Exchange Rate	For transactions that take place outside the United States, a fee may be assessed on the U.S. Dollar amount of the transaction. See the Rates and Fees Table above for the fee applicable to the Account.	MasterCard International ("MasterCard") will convert transactions made in a foreign country using a government-mandated or wholesale rate in effect on the processing date (which may differ from the rate on the date of your transaction). The rate used may differ from the rate that MasterCard actually receives.
Authorization of Transactions/Closing the Account	You may close your Account at any time by notifying us either in writing at the address shown on your billing statement or by phone at the number provided on your billing statement. We will not honor any convenience check or authorize any transactions after your Account is closed. You remain responsible for any balance on your Account.	We may refuse to authorize any transactions at our sole discretion, even if there is sufficient available credit. We are not responsible for any losses associated with a declined transaction. We may close your Account or terminate your credit privileges at any time for any reason, subject to applicable law. Your Account balance will continue to accrue Interest Charges and fees and remain subject to all terms of this Agreement. If we do so, you may not use your Card or any checks we have issued.

## MAKING PAYMENTS

You will receive a billing statement each month, if one is required. It will show your minimum payment and the Payment Due Date, and will provide instructions for making your payment.

IMPORTANT INFORMATION	WHAT IT MEANS	HOW IT AFFECTS THE ACCOUNT
Payment Instructions	You must follow the payment instructions provided on your monthly billing statement. All	As long as you make your payment in accordance with the instructions on your billing statement by the date

	<p>payments made by check must be drawn on a U.S. financial institution in U.S. Dollars. You authorize us to either use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.</p>	<p>and time payments are due, we will credit your payment as of the day it is received. We may accept and process late, partial and payments marked as "paid in full" without losing our rights under this Agreement. Any such payment must be sent to the special address identified on your statement.</p>
Minimum Payment	<p>You agree to pay at least the minimum payment when due. You also agree to pay any past due amounts and also any amounts in excess of your credit limit when billed on your monthly billing statements or sooner if we ask.</p>	<p>We will calculate your minimum payment based on the method described in the Additional Terms of Your Cardmember Agreement. The minimum payment will appear on your monthly billing statement, and may include any past due amounts and any amounts in excess of your credit limit.</p>
How to Avoid Paying Interest on Purchases and When We Begin to Charge Interest	<p>If you paid the New Balance that was shown on your previous billing statement by the Payment Due Date on that statement, then:</p> <ul style="list-style-type: none"> <li>• We will not impose Interest Charges on Purchases during your current billing period if you pay the New Balance on your current billing statement by the Payment Due Date in the current billing period, and</li> <li>• We will credit any payment applied toward Purchases as of the first day in your current billing period if you make a payment by the Payment Due Date in the current billing period that is less than the New Balance.</li> </ul> <p>If a New Balance was shown on your previous billing statement and you did not pay the New Balance by the Payment Due Date on that statement, then we will not impose Interest Charges on any Purchases during the current billing period if you pay the New Balance shown on your current billing statement by the Payment Due Date in the current billing period.</p>	<p>Except as described in the column on the left, we add new Purchases to your Account, and they begin to accrue Interest Charges, on the date of the transaction.</p> <p>There is no grace period for Balance Transfers or Cash Advances. We add new Balance Transfers, Overdraft Protection Advances, Checks or Cash Advances to your Account no earlier than the date of the transaction (for Checks, the date the payee deposits the Check). We may choose to add fees to your Account on the date of the related transaction, the date they are posted, or the last day of the billing period.</p> <p>Amounts added to your Account remain subject to Interest Charges until paid in full.</p>
Application of Payments	<p>If you make more than the minimum payment when due, the excess above the minimum payment is applied to balances with the highest APRs first.</p>	<p>We may apply the amount of your payment less than or equal to your minimum payment and any credits to your Account in any way we choose. We generally apply these payments to lower APR balances first, which means you may pay higher Interest Charges.</p>
Credit Balances	<p>You may request a refund of credit balances at any time.</p>	<p>If no refund is requested, we will apply credit balances to new</p>

transactions, unless prohibited by law.

## INTEREST CHARGES

CALCULATION	HOW WE DO THIS
We calculate the Daily Balance for each day	by taking the beginning balance for each type of transaction each day, adding any new transactions and any accrued but unpaid interest for the prior day, and then subtracting any payments and/or credits and other adjustments. We treat any daily balance that is a credit balance as a zero balance.
We calculate the Average Daily Balance	by adding all of the Daily Balances for each day in the billing period and then dividing by the total number of days in the billing period.
We calculate the Interest Charges for each balance	by applying the daily periodic rate (DPR) for that balance to the "average daily balance" for that balance. We multiply the result by the number of days in the billing cycle. That gives us the total Interest Charges for that balance for that billing period.
We add the Interest Charged to the Account	by adding the Interest Charges to the balance to which it applies (for example, we add Interest Charges on the Purchases balance to the Purchases balance). Cash Advance, Overdraft Protection Transfer, and convenience check fees are added to the Cash Advance balance and Balance Transfer fees are added to the Balance Transfer balances, as applicable, and all other fees are added to the Purchases balance.
We add the Minimum Interest Charge	by adding the amount set forth in the Rates and Fees table to one or more of the categories of transactions in which there are balances. We apply the Minimum Interest Charge for any month where Interest Charges are due but are calculated as less than the Minimum Interest Charge.

## FEES AND OTHER ACTIONS

There may be times when circumstances result in a fee or other action being assessed on the Account. The Rates and Fees Table lists the amounts of these fees. All such fees will be added to the Purchase balance, unless otherwise indicated. Additional fees for special services you request may apply. You will be advised of the amount of such fees at the time of your request.

TO AVOID	ACTIONS YOU MUST TAKE	WHAT WE WILL CHARGE YOU
Late Payment Fee	Ensure that we receive at least the minimum payment by the Payment Due Date shown on the monthly billing statement.	If any payment is late, we may charge you a late payment fee. See the Rates and Fees Table for the late payment fee applicable to your Account. In no event will your late payment fee exceed the amount of your minimum payment due.
Stop Payment Fee	Do not stop payment on checks.	We may charge a stop payment fee of \$34.00 if we stop payment on a check at your request.
Collections	Do not default.	If the Account is in default, we may take the actions described above in the Default section under Important Definitions, above.
Statement Reprint Fee	You can request a copy of your statement.	We will add a Statement Reprint fee of \$6 to your purchase balance if you request a copy of your monthly statement.
Rush Order Fee - Card Replacement	You can request that a new or replacement card be sent to you on an expedited basis.	We will add a Rush Order fee of \$25 to your Purchase balance if you request that a new or replacement card be sent to you on an expedited basis.

FAQ	WHAT YOU MUST DO	HOW IT AFFECTS THE ACCOUNT
My Card is lost or stolen, or my Account has been compromised?	Contact us immediately and stop using your Account. Contact us at the address or telephone number	You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that

	listed on your billing statement or Card.	occurs before your notice to us. In any case, your liability will not exceed \$50.
My Account is closed or suspended?	You must still repay all amounts you owe under this Agreement.	You remain responsible for your balance.
My name, address, telephone number or other information has changed.	Notify us of any change.	We may also ask you to provide us updated financial information about you, and you agree to do so.

#### ARBITRATION AND WAIVER OF JURY TRIAL RIGHTS

Arbitration Provision. This Arbitration Provision sets forth the circumstances and procedures under which a Claim or Claims (as defined below) may be arbitrated instead of litigated in court. **This Arbitration Provision supersedes and replaces any existing arbitration provision between you and us. This Arbitration Provision will apply to the Account(s) unless you notify us in writing that you reject the Arbitration Provision within 60 days of opening the Account(s). Send your rejection notice to KeyBank N.A., PO Box 93752, Cleveland, Ohio 44101-5752. Your notice must be legible and include your name, the names of any joint account holders and the account number(s), the last four digits of your card number, the date of your notice, your address (street, city, state and zip code), your daytime telephone number, and must be signed by at least one of the joint account holders. Your rejection notice should not include any other correspondence. Calling us to reject the Arbitration Provision or providing notice by any other manner or format than as described above will not operate as a rejection of this Arbitration Provision and consequently this Arbitration Provision will become part of this Agreement. Rejection of this Arbitration Provision does not serve as a rejection of any other term or condition of the Agreement with us governing your Account(s).**

As used in this Arbitration Provision, the word "Claim" means any claim, dispute, or controversy between you and us arising from or relating to this Agreement or the Account(s), including without limitation, the validity, enforceability, or scope of this Arbitration Provision or this Agreement. "Claim" or "Claims" include claims of every kind and nature, whether pre-existing, present or future, including without limitation, initial claims, counterclaims, cross-claims, and third-party claims, and claims based upon contract, tort, fraud, and other intentional torts, constitutions, statutes, regulation, common law, and equity (including, without limitation, any claim for injunctive or declaratory relief). The word "Claim" or "Claims" is to be given the broadest possible meaning and includes, by way of example, and without limitation, any claim, dispute, or controversy that arises from or relates to (a) any Account subject to the terms of this Agreement (b) any electronic funds transfer from or to any account (c) advertisements, promotions, or oral and written statements related to this Agreement or the Account, (d) your application for the Account; and (e) the collection of amounts owed by you to us.

This Arbitration Provision will not apply to Claims previously asserted, or which are later asserted, in lawsuits filed before the effective date of this Arbitration Provision or any prior arbitration provisions between you and us, whichever is earlier. However, this Arbitration Provision will apply to all other Claims, even if the facts and circumstances giving rise to the Claims existed before the effective date of this Arbitration Provision.

Any Claim shall be resolved, upon the election of you or us, by binding arbitration pursuant to this Arbitration Provision and the applicable rules of either the American Arbitration Association or J.A.M.S/Endispute in effect at the time the Claim is filed (the "Arbitration Rules"). You may select one of these organizations to serve as the arbitration administrator if you initiate an arbitration against us or if either you or we compel arbitration of a Claim that the other party has brought in court. In addition, if we intend to initiate an arbitration against you, we will notify you in writing and give you twenty (20) days to select one of these organizations to serve as the arbitration administrator. If you fail to select an administrator within that twenty (20)-day period, we will select one. In all cases, the arbitrator(s) should be a lawyer with more than ten (10) years of experience or a retired judge. If for any reason the selected organization is unable or unwilling or ceases to serve as the arbitration administrator, you will have twenty (20) days to select a different administrator from the above list; if you fail to select a different administrator within the twenty (20)-day period, we will select one. In all cases, a party who has asserted a Claim in a lawsuit in court may elect arbitration with respect to any Claim(s) subsequently asserted in that lawsuit by any other party or parties.

**IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION EXCEPT AS SET FORTH BELOW. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. YOU UNDERSTAND THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. THE**

**FEES CHARGED BY THE ARBITRATION ADMINISTRATOR MAY BE GREATER THAN THE FEES CHARGED BY A COURT.**

There shall be no authority for any Claims to be arbitrated on a class action or private attorney general basis. Furthermore, arbitration can only decide your or our Claim(s) and may not consolidate or join the claims of other persons that may have similar claims. There shall be no pre-arbitration discovery except as provided for in the applicable Arbitration Rules. Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will pay all fees charged by the arbitration administrator for any Claim(s) asserted by you in the arbitration, after you have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which you reside. (If you have already paid a filing fee for asserting the Claim(s) in court, you will not be required to pay that amount again.) If the arbitrator issues an award in our favor, you will not be required to reimburse us for any of the fees we have previously paid to the administrator or for which we are responsible. Each party shall bear the expense of that party's attorneys', experts', and witness fees, regardless of which party prevails in the arbitration, unless applicable law and/or this Agreement gives you the right to recover any of those fees from us. In the event you do not prevail in the arbitration, we will not seek to recover our attorneys', experts' or witness fees from you. This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. Sections 1 et. seq. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law, and at the timely request of any party, shall provide a brief written explanation of the basis for the award. In conducting the arbitration proceeding, the arbitrator shall not apply the federal or any state rules of civil procedure or rules of evidence. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA and except that, if the amount in controversy exceeds \$10,000.00 any party can appeal to a three-arbitrator panel administered by the arbitration administrator which shall reconsider de novo (i.e. without regard to the original arbitrator's findings) any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. The costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal.

This Arbitration Provision shall survive termination of all Accounts subject to this Agreement. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any law or statute consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision or the Agreement. In the event of a conflict or inconsistency between the applicable Arbitration Rules and this Arbitration Provision, this Arbitration Provision shall govern.

**Contacting Arbitration Administrators**

If you have a question about the arbitration administrators mentioned in this Arbitration Provision or would like to obtain a copy of their Arbitration Rules or fee schedules, you can contact them as follows: **American Arbitration Association**, 1633 Broadway, 10th Floor, New York, New York 10019, www.adr.org, (800) 778-7879. Commercial or Consumer Rules, **J.A.M.S./Endispute**, 222 South Riverside Plaza, Suite 1850, Chicago, IL 60606; www.jamsadr.com (800) 352-5267, Financial Services Arbitration Rules and Procedures.

**OTHER TERMS OF THE RELATIONSHIP**

<p>Communications</p>	<p>We may send Cards, statements, and other communications to you at any mailing or email address in our records. By providing a telephone number for a cellular telephone, other wireless device, or a landline number that was later converted to a wireless device, you are expressly consenting to receiving communications at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from KeyBank and its affiliates and agents. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls regardless of their purpose. These calls and messages may incur access fees from your cellular provider.</p> <p>We may also send an email to any address where we reasonably believe we can contact you. Some of the legal purposes for calls and messages include: suspected fraud or identity theft, obtaining information; transaction on or servicing of the Account; collecting on the Account, and providing you information about product and services. Notify us immediately of any changes to your contact information using the address or phone number shown on your billing statement.</p>
<p>Telephone Monitoring</p>	<p>We may listen to and record your telephone calls with us.</p>



Credit Information	We may obtain and review your credit history from credit reporting agencies and others, including in connection with the servicing and collection of your Account. We may also provide information about your Account to credit reporting agencies and others. We may provide information to credit reporting agencies about this Account in the name of an authorized user. If you think we provided incorrect information, write to us at the address provided on your billing statement and we will investigate.
Enforcement	We may choose to delay enforcing or waive any of our rights under this Agreement. We can delay enforcing or waive any of our rights without affecting our other rights. If we waive a right, we do not thereby waive the same right in other situations.
Applicable Law	This Agreement and the Account will be governed by federal law, and to the extent state law is applicable, the laws of the state of Ohio, and these laws will apply no matter where you live or use this Account.
Amendments	We may change or terminate all or any part of this Agreement, including APRs and fees, at any time. We may also add new terms or delete terms. Any changes will be in accordance with applicable law, and we will provide notice as required by law.
Assignment	We may sell, assign or transfer the Agreement and the Account or any portion thereof without notice to you, and the purchaser, assignee, or transferee shall have the same rights as we do under this Agreement. You may not sell assign, or transfer the Account.
Severability	Except as specifically provided in the arbitration section above, if any provision of this Agreement is finally determined to be void or unenforceable under any law, rule or regulation, all other provisions of this Agreement will remain valid and enforceable.
Restrictions on Use	KeyBank may restrict use of your Card in any jurisdiction or country where such use would be contrary to U.S. law or regulation, or which is identified as presenting a high risk of fraud. Please call 1-800-KEY2YOU for the current list of countries where transactions are restricted.

### **YOUR BILLING RIGHTS - Keep this document for future use**

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

#### **What to Do If You Find A Mistake On Your Statement**

If you think there is an error on your statement, write us at the address shown on your billing statement. In your letter, give us the following information.

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of the problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

#### **What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.

- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
  - We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of these rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

### **Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold the good or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at the address shown on your billing statement.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

### **Additional Disclosures for Residents of Specific States**

**Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**New York and Maine Residents:** You agree to give us permission to obtain one or more credit reports from consumer reporting agencies in connection with the application, any transaction or extension of credit that may result from this application, and on an ongoing basis, for the purposes of performing a routine and occasional verification of credit on the Account, taking collection action on the Account, or for any other legitimate purposes associated with the Account. Upon your request, you will be informed of whether or not a consumer credit report was ordered, and if it was, you will be given the name and address of the consumer reporting agency that furnished the report.

**New York Residents:** New York residents may contact the New York State Department of Financial Services by telephone at 1-800-342-3736 or visit its website ([www.dfs.ny.gov/consumer/creditdebt.htm](http://www.dfs.ny.gov/consumer/creditdebt.htm)) for free information on comparative credit card rates, fees.

**Vermont Residents:** By signing below you consent to KeyBank obtaining and verifying information about you (which may include a consumer credit report) that we deem necessary in evaluating your loan application, including information about your employment, banking, and credit relationships. If your application is approved and the loan is made, you also authorize us to obtain additional credit reports or other information about you in connection with reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account.

**Utah Residents:** As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

# Key2More Rewards MasterCard® Credit Card

As of October 8, 2016

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	<b>00.00 %</b> Introductory APR for the first 6 monthly billing cycles. After that, your APR will be <b>13.24 %</b> to <b>22.24 %</b> based on your creditworthiness. This APR will vary with the market based on Prime Rate.
APR for Cash Advances	<b>24.24 %</b> . This APR will vary with the market based on Prime Rate.
APR for Balance Transfers	<b>00.00 %</b> Introductory APR for the first 6 monthly billing cycles following account opening when balance is transferred within the first 60 days following account opening. After that, your APR will be <b>13.24 %</b> to <b>22.24 %</b> based on your creditworthiness. This APR will vary with the market based on Prime Rate.
Paying Interest	Your payment due date is at least <b>25</b> days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date of each month. We will begin charging interest on cash advances, convenience check advances and balance transfers on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than <b>\$00.50</b> .
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>
Fees	
Annual Fee	<b>None</b>
<b>Transaction Fees:</b>	
Balance Transfer Fee	Either <b>\$10.00</b> or <b>4%</b> of the amount of each transaction, whichever is greater.
Cash Advance Fee	Either <b>\$10.00</b> or <b>4%</b> of the amount of each transaction, whichever is greater.
Convenience Check Advance Fee	Either <b>\$10.00</b> or <b>4%</b> of the amount of each transaction, whichever is greater.
Cash Equivalent Fee	Either <b>\$10.00</b> or <b>4%</b> of the amount of each transaction, whichever is greater.
Overdraft Protection Transfer Fee	<b>\$10.00</b>
Foreign Transaction Fee	<b>3%</b> of the amount of each foreign transaction after

	its conversion into U.S. dollars
<b>Penalty Fees:</b>	
Late Payment Fee	Up to <b>\$37.00</b>

**How We Calculate Your Balance:** We use a method called the average daily balance method (including new purchases).

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your Cardmember Agreement.

**Loss of Introductory APR:** If you make a late payment, we may end offering you a lower introductory APR and begin charging you the higher APR (for both Purchases and Balance Transfers) that is specified in the table above and scheduled to take effect after the introductory APR is no longer effective.

## KeyBank Rewards Program Terms and Conditions

These terms and conditions (the "**Program Rules**") are provided by KeyBank National Association ("**KeyBank**") to govern the use of the KeyBank Rewards<sup>®</sup> Program (the "**Program**"). Services provided by the KeyBank Rewards Program are additionally governed by any other separate agreement(s) Customer may have with KeyBank, and any amendments or changes made to these Program Rules.

By enrolling in the Program, Customer agrees to be bound by these Program Rules. From time to time we may change the Program Rules. When any change is made, we will post revisions at our website and/or we will notify you in writing, as applicable. It is your responsibility to review the Program Rules to be aware of any changes. Your continued participation or failure to terminate your participation in the Program will evidence your acceptance of the changes and your agreement to be bound by them.

"Customer," "you" or "your" shall mean the person, persons or entities in whose name the Rewards Account is carried on the books of KeyBank and shall include the masculine and feminine genders and the plural as well as the singular wherever the context so permits. "Us," "our" and "we" shall mean collectively KeyBank and all of its affiliates and subsidiaries. "**Consumer**" means an individual non-business Customer and a "**Business**" means a business Customer. Notices and other communications to a Business Customer will be made to the Business.

### I. Reward Programs

Under the Program, you may earn and use points ("**Rewards Point(s)**") to obtain a variety of rewards ("**Rewards**") including merchandise, gift cards, travel rewards, cash back and domestic U.S. air travel rewards as full payment for goods or services available through us. You may earn Rewards Points as set forth in Section III below.

Until April 2015 KeyBank maintained two rewards programs, the "**Basic Rewards Program**", and an enhanced rewards program with additional ways to earn points known as the KeyBank Relationship Rewards Program ("**Relationship Rewards Program**" or "**Relationship Rewards**"). As of April 2015, the Basic Rewards Program was terminated and all enrolled Customers are now Customers of the Relationship Rewards Program. The Program Rules will govern the Program, as may be amended from time to time.

If you are enrolled in the Program, you will have a rewards account ("**Rewards Account**") as further described in Section IV.1.

### II. Enrollment & Access to Rewards Account.

1. **Generally.** To receive benefits under the Program, enrollment of one or more Eligible Products is necessary. Any Signer on an Eligible Product may enroll such Product into the Program, and once an Eligible Product is enrolled, then all other Signers of such enrolled Eligible Product will automatically be enrolled into the Program. Annual Fees are assessed based upon the Eligible Product(s) which is/are enrolled and the type of Program chosen. The ability to earn points varies upon the Eligible Products which are enrolled in the Program all as further detailed below in Section III entitled Earning Points.

2. **Enrollment.** Enrollment enables Rewards Points to begin accruing relative to an Enrolled Product and/or an Enrolled Signer.

a. **Eligible Checking Accounts.** To enroll, any Signer on an Eligible Checking Account may call Key's Customer Service (1-800-KEY2YOU or 1-888KEY4BIZ), log into Key's Online Banking (if such Signer is enrolled in Online Banking), or visit a KeyBank branch. KeyBank will process your enrollment request as to the Eligible Checking Account and thereafter enroll all Signers of such Eligible Checking Account. An Eligible Checking Account that has been enrolled in the Program will be referred to in this Agreement as an "Enrolled Checking Account."

b. **Eligible Credit Card Accounts.** All Signers on a credit card issued by KeyBank on or after May 24, 2013, and bearing a plastic number with the first 6 digits of 524924, 519945, 552356, or 519731, (herein an "Eligible Credit Card"), are automatically enrolled in the Relationship Rewards Program and the Eligible Credit Card is also automatically enrolled. From time to time KeyBank may determine that other credit card accounts, which it has acquired or which it may hereafter acquire, are eligible to join the Program, subject to additional terms and conditions.

c. **Conversion Credit Card Accounts.** Key has converted, and will from time to time convert various credit card portfolios to KeyBank's Relationship Rewards Program all as set forth on Schedule 1.2.c (herein the "**Conversion Accounts**"). All Conversion Accounts will both be a subset of Eligible Credit Cards and unless specifically designated otherwise, will have the same terms and conditions of all other Eligible Credit Cards.

3. **Access.** You may access your Rewards Account by the following methods, subject to the limitations set forth below.

a. **Electronic access.** You must be enrolled in Key's electronic online banking which is known as Online Banking for consumer customer access and Key Business Online for business customers. For information on how to access KeyBank's Online Banking or Key Business Online website, and enroll if you are not yet enrolled, please visit [www.key.com](http://www.key.com). Once you have entered Key's Online Banking website or Key Business Online, you can click on the rewards link to access your Rewards Account which will take you to KeyBank's rewards website (herein referred to as the "**Rewards Website**"). The only way to electronically access the Rewards Website is through Online Banking or Key Business Online websites.

b. **Telephone access.** You may call 1-888-333-7780 to access the KeyBank Rewards Center ("herein the "**KeyBank Rewards Center**") to redeem Rewards Points. Representatives are available Monday through Friday, 7 a.m. to 9 p.m. EST and Saturday through Sunday, 9 a.m. to 6 p.m. EST.

c. **Limitations.**

- i. For certain Conversion Accounts, until your Credit Account has been issued new Credit Cards with multi-card functionality, only the Primary Signer on the Credit card will have the ability to access the Rewards Website electronically and all other Signers of such Credit Card Account will need to access the Rewards Website through telephonic access. Once your Credit Card Account has been provided multi-card functionality, all Signers will be able to access the Rewards Website through electronic access.
- ii. For all Business Credit Card Accounts that use Key Business Online to access their Credit Card Account, only the Primary Signer, and if applicable the administrator designated pursuant to section II.5(b)(ii) above, will be able to sign into the Rewards Website.

**4. Eligible Products.** A product eligible for enrollment in the Program is a checking account or a credit card account listed in Table 1 of this Section II (referred to singularly as an Eligible Checking Account or an Eligible Credit Card Account or an "Eligible Product" or collectively as "Eligible Products"), except that a checking account listed in Table 1 will not be considered an Eligible Checking Account if such account is opened as an agency account, custodial account, estate account, or guardianship account. Eligible Products may become ineligible as set forth in Section VI below. Debit cards are no longer eligible for enrollment on a stand alone basis; rather, usage of a debit card that accesses an Enrolled Checking Account (herein a "**Debit Card**") is permitted to earn points as set forth in Section III.

**5. Signers and Primary Signers.** A "Signer" always refers to an individual and not to an entity, organization, trust or other business. Signers for Eligible Checking Accounts and Eligible Credit Card Accounts are further defined as follows:

- a. **Signer on an Eligible Checking Account.** A signer is an individual who signs a signature card (i) in his or her own individual capacity, or (ii) on behalf of an entity, organization or trust. Additionally, a signer may be a person designated on KeyBank's systems, books or records as being a signer. The owner of an account may be different than the actual signers. A signer includes sole owners, co-owners, powers of attorney, authorized minor users and trustees. An authorized user of a Debit Card who has not signed the signature card, is not a Signer for the purposes of this Agreement or the Program.
- b. **Signer on an Eligible Credit Card Account.** A signer is an individual who is obligated to repay the outstanding amount under an Eligible Credit Card. A signer includes a borrower, co-borrower or guarantor of the Eligible Credit Card. Additionally, if the Eligible Credit Card is a business credit card for which the business is the obligor, then signer shall also include (i) the individual who is the legal representative of the business who applied for the business to receive the Eligible Credit Card and/or (ii) an administrative person the Business has designated to manage the Rewards Account including viewing and redeeming Points earned by the business. Additionally, a signer may be a person designated on KeyBank's systems, books or records as being a signer. An authorized user of an Eligible Credit Card who is not a signer as defined in this subsection is not a Signer for the purposes of this Agreement or the Program.
- c. **Primary Signer.** The "Primary Signer" is the Signer whose name appears first on our records for the Eligible Checking Account. For an October 2013 Conversion Account or an October 2014 Conversion Account, the Primary Signer will be the borrower, and all co-borrowers and/or guarantors will be considered other Signers.

**6. Annual Fee.** The annual membership fee will depend on the type of Eligible Product you have enrolled and the Rewards Program you are enrolled in as set forth in the chart below. There is no annual membership fee if you are enrolling in the Program solely by virtue of being a signer on an Eligible Credit Card; however, should you wish to also enroll an Eligible Checking Account to be eligible to earn additional points pursuant to the Program's terms and conditions, you will need to pay the associated annual fee for the Eligible Checking Account. The annual membership fee is charged on an Eligible Product basis and not on a Signer basis. Therefore, regardless of the numbers of Signers on an Eligible Product, only one annual membership fee will be charged to a particular Eligible Checking Account. If you enroll more than one Eligible Checking Account in the Program, you will be charged the corresponding annual membership fee for each Eligible Checking Account enrolled.

- a) This membership fee is subject to change without notice.
- b) If a Program annual membership fee applies, you authorize KeyBank to charge this fee automatically to your Enrolled Checking Account on the first Checking Account statement cycle date after enrollment and then annually thereafter on the statement that includes the anniversary date of enrollment unless you notify KeyBank of cancellation of participation in the Program at least 60 days prior to the enrollment anniversary. This annual membership fee is non-refundable.

Table 1: Eligible Accounts and Related Annual Fees

Account Type - Non-Business	Relationship Rewards Annual Fee
Key Privilege Select Checking	Fee waived
Key Privilege Checking	Fee waived
Sweep Checking	Fee waived
Key Private Bank Personal Checking	Fee waived
Key Private Bank Money Market Checking	Fee waived
Key Advantage Checking	\$30
Key Coverage Checking	\$40
Key Express Checking	\$40*
Key Student Checking	\$40*
KeyBank Hassle-Free Account	\$40*
Other Non-Business Checking Accounts Not Listed	\$40*

Any Credit Card issued by KeyBank on or after May 24, 2013, and bearing a plastic number with the first 6 digits of 524924, 519945, 552356, and bearing the name KeyBank Key2More Rewards MasterCard Credit Card, Key Private Bank MasterCard Credit Card and KeyBank Platinum MasterCard Credit Card	Fee waived
Conversion Accounts	Fee waived
<b>Account Type - Business</b>	<b>Relationship Rewards Annual Fee</b>
Key Business Rewards Checking	Fee waived
KeyBank Basic Business Checking	\$40*
KeyBank Business Interest Checking	\$40*
Other Business Checking Accounts Not Listed	\$40*
Any Credit Card issued by KeyBank on or after May 24, 2013, and bearing a plastic number with the first 6 digits of 519731 including KeyBank Business Rewards MasterCard Credit Card	Fee Waived
Conversion Accounts	Fee waived

\*For Customers who were enrolled in Basic Rewards Program, the fee will remain \$30 until on or after April 1, 2016, then the fee will be \$40 per year. The change in annual fee will be assessed based on the Rewards anniversary date.

**III. Earning Points.**

1. **Generally.** If you are in the Program and have an Enrolled Checking Account (defined in Section II), you may earn points for certain transactions or bonus activities outlined below and for opening new Relationship Products (defined below) and/or increasing the balance of certain of the Relationship Products as specified below. If you have an enrolled Eligible Credit Card Account, but do not have an enrolled Eligible Checking Account, then you may earn points for certain transactions and bonus activities outlined in the Guide (defined below), but you will be limited in your ability to earn points for opening new Relationship Products. Transactions of authorized users of both Debit Cards and Eligible Credit Cards may earn Rewards Points; however, such an authorized user will not be able to view or redeem Rewards Points as set forth in Section IV.

2. **Guide.** KeyBank publishes guides to set forth qualification criteria for earning Rewards Points for particular transactions and events. The KeyBank Relationship Rewards Points Guide includes information concerning Activity and Bonus Points, Relationship Rewards Product Points and general Rewards Points, applicability to Enrolled Checking Accounts and enrolled Eligible Credit Cards, and further qualification and earn rates as specified therein (hereinafter referred to as the "**Guide**"). The Guide is specifically incorporated into and made a part of the Program Rules and may be modified by KeyBank at any time. The **Guide** is available at [www.key.com](http://www.key.com) under the rewards tab. KeyBank reserves the right, in its sole discretion to determine (1) whether any product or service is a Relationship Product eligible to earn Rewards Points, (2) whether any transaction, product or service is eligible to earn Activity and Bonus Points (defined below), and (3) whether to provide any product or service to any person or Customer. Important additional information regarding Activity and Bonus Event types, qualifications, and amount of points earned, is contained in the Guide. Different Activity and Bonus Events may apply for Consumer and Business Customers, and for Customers in KeyBank's Private Bank. Activity and Bonus Points may be earned for single transactions and for recurring activity, and are subject to monthly caps. Please refer to the Guide for details.

3. **Net Purchases.** The term Net Purchases is defined as the dollar value of goods and services purchased with a Debit Card or Eligible Credit Card after the enrollment date, minus (a) any credits, returns or other adjustments as reflected on the monthly statements, (b) the value of all Excluded Transactions, and (c) all annual membership fees, late payment fees, over-limit fees, insurance charges, card-related service charges, finance charges, fees and/or unauthorized charges.

4. **Activity and Bonus Points with Enrolled Checking Account.** If you are enrolled in the Relationship Rewards Program, in addition to earning points by use of your Debit Card, you may earn Rewards Points when you perform certain activities associated with your Enrolled Checking Account and upon the occurrence of certain events ("**Activity and Bonus Events**"). These Rewards Points will be known as "**Activity and Bonus Points.**" Important additional information, including without limitation, qualification requirements, point amounts and monthly point caps for Activity and Bonus Points are contained in the Guide. Subject to inclusion in the Guide, Activity and Bonus Events may include the activities enumerated below dependent upon whether the Enrolled Checking Account associated with the particular activity is consumer or business in nature.

Consumer Enrolled Account	Business Enrolled Account
Use of online statements	Use of online statements
Debit card transactions	Debit card transactions
Automated debit or credit transactions	Automated debit or credit transactions
Online bill payments	Online bill payments
ATM deposits	N/A
Birthday Bonus	N/A
Mobile Deposit	N/A

A Birthday Bonus is an award of Rewards Points associated with your Enrolled Checking Account on the birthday of the Primary Signer on the Eligible Checking Account.

5. **"Relationship Product" and Relationship Rewards Product Points for Consumer Customers with Enrolled Checking Account.** Product Point(s) with respect to a Consumer are Rewards Points which are awarded as set forth below for expanding the Consumer Relationship with KeyBank by opening or establishing a new eligible product or service, such eligible products or services may include the products or services set forth below, but will be limited to the actual products or services set forth in the Guide, and Product Point awards will be subject to all requirements set forth in the Guide, including, but not limited to qualification criteria, point amounts, annual point caps and other relevant information contained in the guide which may change from time to time as set forth in Section III.2 above:

<b>"Relationship Product(s)" to Expand a Consumer Enrolled Checking Account Relationship</b>
Savings Accounts (Key Gold Money Market Savings <sup>®</sup> Account and Key Silver Money Market Savings <sup>®</sup> Account)
Personal Certificates of Deposit
Loans for Autos, Boats, Recreational Vehicles and Motorcycles
Personal Secured and Unsecured Loans (includes home improvement and other collateral secured installment loans)
Home Equity Lines of Credit and Loans
Preferred Credit Line
Mortgages

Regardless of who opens the Relationship Product, Product Point(s) with respect to Consumer Enrolled Checking Accounts will be awarded to each Consumer Enrolled Checking Account which has a Signer in common with said Relationship Product, provided however that the number of awards shall never exceed the lesser of (i) the number of Consumer Enrolled Checking Accounts, or (ii) the number of Signers on said Relationship Product. Product Point awards will be made with respect to Enrolled Checking Accounts bearing the lowest sequential account number to highest until the maximum number of awards is reached. Additionally, from time to time through special offers from KeyBank, Relationship Rewards Product Points may be awarded for increasing the balance in your savings account or Certificate of Deposit or for renewing your Certificate of Deposit. Only products or services opened or established after your enrollment in the Relationship Rewards Program qualify for Relationship Rewards Product Points. Relationship Products may differ for Consumer and Private Bank Customers. Please refer to the Guide for details.

**6. "Relationship Product" and Relationship Reward Product Points for Business Customers with Enrolled Checking Account.** Product Point(s) with respect to a Business are Rewards Points which are awarded as set forth below for expanding the Business Relationship with KeyBank by opening or establishing new eligible business products or services, which may include the products or services set forth below, but will be limited to the actual products or services set forth in the Guide, and Product Point awards will be subject to all requirements set forth in the Guide, including, but not limited to qualification criteria, point amounts, annual point caps and other relevant information contained in the Guide which may change from time to time as set forth in Section III.2 above.

<b>"Relationship Product(s)" to expand a Business Enrolled Checking Account Relationship</b>
Savings Accounts (Key Business Gold Money Market Savings <sup>®</sup> and Key Business Silver Money Market Savings <sup>®</sup> Account)
Business and Small Business Certificates of Deposit
Key Equipment Finance <sup>®</sup> Loan/Lease (excluding Competitive Equality Banking Act of 1987 (CEBA) Leases)
Commercial Term Loan
Commercial Lines of Credit
Small Business Line of Credit
Key Merchant Services

Regardless of who opens the business Relationship Product, Product Point(s) with respect to a Business Enrolled Checking Account will be awarded to each Business Enrolled Checking Account which has a Signer in common with said Relationship Product, provided however, that the number of Product Point awards shall never exceed the lesser of (i) the number of Business Enrolled Checking Accounts, or (ii) the number of Signers on said Relationship Product. Product Point awards will be made with respect to Enrolled Checking Accounts bearing the lowest sequential account number to highest until the maximum number of awards is reached. Additionally, from time to time through special offers from KeyBank, Relationship Rewards Product Points may be awarded for increasing the balance in your savings account or Certificate of Deposit or for renewing your Certificate of Deposit. Only products or services opened or established after your enrollment in the Relationship Rewards Program qualify for Relationship Rewards Product Points.

**7. Points for Enrolled Credit Card Accounts.** KeyBank offers varying levels of Rewards Points depending upon your credit card type. Subject to the terms of the Guide, Rewards Points will be awarded for the amount of credit card transaction activity, including bonuses for recurring payments and choosing online statement delivery. Additionally, to reward customers who also have an Eligible Checking Account with KeyBank (regardless of enrollment status), when you open an Eligible Credit Card, KeyBank will provide Rewards Points to a Signer on an Eligible Credit Card as long as the qualification criteria in the Guide are met.

**8. Bonus Offers and Incentives.** From time to time KeyBank may provide offers to Signers to (i) earn additional Rewards Points for shopping at a particular retailer, or (ii) use Rewards Points to purchase a particular retailer's gift card at a discounted amount (herein collectively referred to as the "Bonus Offer(s)"). These Bonus Offers may be presented to Signers by KeyBank through various venues, including without limitation, through KeyBank's Online Banking site, KeyBank's Rewards Website, or e-mail. Signers will be able to turn off viewing of these offers in Online Banking and the Rewards website by following the instructions set forth on the website. Additionally, Signers will be able to unsubscribe from the Bonus Offer e-mails by following the unsubscribe directions in any such Bonus Offer e-mails. Once a Signer has accepted a Bonus Offer to earn Rewards Points by shopping at a particular retailer, then the transactions of any Signer or Authorized User of the account for which the Bonus Offer was accepted will be used to determine whether the criteria have been met to earn the additional Rewards Points set forth in the Bonus Offer. Authorized Users will not be presented Bonus Offers.

**9. Excluded Transactions.** Excluded Transactions will not be included in the Reward Point calculation. The term Excluded Transactions is defined as and includes: ATM cash disbursements, manual financial institution cash advances, KeyBank's Cash Reserve Credit transactions, person-person money transfers, a quasi cash transaction including the purchase of traveler's checks, foreign currency, money orders or convenience checks, truck stop transactions (any transactions at a truck stop other than an ATM at fuel desks, weigh stations, public scales, or ports of entry), gaming transactions, tax payments, balance transfers, annual membership fees, point-of-sale cash back transactions greater than the purchase amount, returned checks, and any credit, return or other adjustment to your Enrolled Checking Account and/or Credit Card Account. If you are enrolled in the Relationship Rewards Program, the term "Excluded Transactions" as defined above will apply to the Reward Point calculation for transactions made using your Eligible Credit Card (if applicable) and your Debit Card if your Eligible Checking Account is enrolled.

#### IV. Rewards Account and Point Redemption

**1. Rewards Account Generally.** Each enrolled Eligible Product will have an associated internal rewards account established by KeyBank to track the Rewards Points earned under the Program. If you are a Signer and are enrolled in the Program, you will have a rewards account ("**Rewards Account**"), which you may access after you have registered (as set forth in Section II above). Your Rewards Account number will appear on your statement and will be available online and elsewhere as determined by KeyBank from time to time. Your Rewards Account will allow you to view the available point balance relating to any Enrolled Checking Account or Eligible Credit Card for which you are a Signer. The available point balance is an aggregation of Rewards Points available to any Signer, subject to certain exceptions, on an enrolled Eligible Product for activities and behaviors engaged in by the Signers of such accounts as set forth in Section III entitled "Earning Points". Notwithstanding the foregoing, certain Points are awarded only to the Primary Signer of an Enrolled Checking Account, all as set forth in Section III above entitled "Earning Points". You shall have no interest in or rights to the

Rewards Account except as provided in these Program Rules, and the Rewards Account cannot be assigned or transferred by you. Any assignment or transfer of the Rewards Account is null and void. In order to access the Rewards Account, you will need to have registered as set forth in Section II above entitled Enrollment and Registration.

**2. Rewards Account Mechanics.** Your Rewards Account will allow you to view all of the Rewards Points which have been awarded relative to any Enrolled Checking Account and/or Eligible Credit Card, for which you are a Signer. You will be able to redeem any and all Rewards Points viewable in your Rewards Account. An authorized user of a Debit Card or an Eligible Credit Card will not be able to view or redeem Rewards Points. However, activity of other Signers, who also may view and redeem from a common available point balance for which you both are Signers, may reduce the availability of Rewards Points in your Rewards Account. All Signers on an enrolled Eligible Product will be able to view and redeem all Rewards Points earned for the enrolled Eligible Products. With respect to Enrolled Checking Accounts, any Signer will be able to view and redeem all Rewards Points earned for the Enrolled Checking Account, both for Bonus and Activity Points and Relationship Rewards Points. For example, if a Signer on a joint Enrolled Checking Account opens a Relationship Product in his or her own name only, Relationship Rewards Points would appear in the available points balance of the Enrolled Checking Account and could be viewed and redeemed by any and all Signers on the Enrolled Checking Account. Relationship Rewards Points for any Relationship Product opened by a Business or by any Signer on a Business Enrolled Checking Account will be displayed in the available point balance relating to the Business Enrolled Checking Account and could be viewed and redeemed by any and all Signers on the Business Enrolled Checking Account.

**3. Redemption.** Rewards Points must be redeemed by a Signer on an Eligible Product that is enrolled in the Program. Except as specified in II.3 above, to redeem Rewards Points for rewards, log into KeyBank's Rewards Website, or contact the KeyBank Rewards Center.

**4. Reservation of Rights.** KeyBank reserves the right, in its sole discretion, to change how Rewards Points are earned and allocated at any time.

**5. Contacting Key.** As set forth in Section II.3 above, your available Rewards Points balance is available at KeyBank's Rewards Website, on KeyBank's Online Banking or Key Business Online, as applicable, or by calling the KeyBank Rewards Center. Additionally, the Rewards Points balance for the Eligible Credit Card is available on the credit card billing statement; the Rewards Points balance for the Enrolled Checking Account is available on the checking account statement as well as on branch receipts. Important information regarding the Relationship Rewards Program ("KeyBank Rewards Information") can be found at [www.key.com/rewards](http://www.key.com/rewards).

**6. Redemption Allocation and Expiration.** If unused, the Rewards Points carry a 4-year expiration limitation based on the date the Rewards Points were earned, and upon expiration all unused Rewards Points shall be forfeited immediately. Rewards Points redeemed and/or expired, if applicable, will be based on a first-in, first-out process. For October 2013 Conversion Accounts and October 2014 Conversion Accounts, converted Rewards Points will retain the same expiration date as they had under your previous rewards program. Points earned after the last full billing cycle prior to conversion for such Conversion Accounts will be treated as Rewards Points earned under the KeyBank Relationship Rewards Program for the purposes of determining an expiration date. Notwithstanding the foregoing, Rewards Points earned with any of the following Eligible Credit Cards will not expire: Key Private Bank MasterCard Credit Card, Key Private Bank World Elite MasterCard Credit Card and KeyBank Select World MasterCard.

**7. Transferability.** Rewards Points earned are not transferable except as used in accordance with these Program Rules, have no cash value and cannot under any circumstances be used as payment for any Customer account balance or any other liability or obligation you have to KeyBank.

**8. No Partial Awards.** No partial awards will be issued upon redemption of Rewards Points.

**9. Value.** Rewards Points and rewards have no value, are not refundable or exchangeable and cannot be used except in accordance with these Program Rules and applicable terms and conditions of rewards suppliers.

**10. Availability.** Rewards Points are available after transactions are posted and based on the specifications set forth in the Guide.

## V. Transfer

Customers enrolled in Relationship Rewards can transfer all or part of their Rewards Points balance in their Relationship Rewards Account to another Relationship Rewards Account at KeyBank ("Points Transfer"). In order to transfer Rewards Points, a Customer must call the KeyBank Rewards Center as set forth in Section II.3.b above. A Customer must know the recipient's Relationship Rewards Account number in order to complete the transfer. If there is more than one Customer associated with a Relationship Rewards Account, each Customer may only transfer Rewards Points that were earned by such Customer. Only Customers with Relationship Rewards Accounts in good standing (as determined by KeyBank in its sole discretion) can participate in Points Transfers, either as a transferor or transferee. Transferred points retain the expiration date assigned at the time the transferred points were originally earned, not the date of transfer. All transfers are final. If Rewards Points subject to 1099 reporting are transferred, the 1099 reporting and associated tax liability remains with the Customer who earned the points.

## VI. General Program Details

**1. Continuing Eligibility.** Eligibility is limited to KeyBank's Customers, whose enrolled Eligible Products are in good standing. You will only earn Rewards Points as long as KeyBank, in its sole discretion, determines that your enrolled Eligible Products are acceptable to KeyBank and are eligible for participation in the Program. An ineligible Checking Account and/or Credit Card Account includes, without limitation, an account that is frozen, restricted, closed, terminated, cancelled, expired, inactive, dormant, has a legal status, or an account that is subject to litigation or any adverse (or conflicting) claim of any third party.

**2. Cancellation and Discontinuation.** If you voluntarily cancel enrollment in the Program or if KeyBank cancels the enrollment due to the account not being eligible, all unused accrued Rewards Points and rewards shall be forfeited immediately. If you are terminated as a Signer on an enrolled Eligible Product for any reason, whether due to your own action, action by KeyBank, or death, Activity and Bonus Points and Relationship Rewards Points earned by you prior to termination will remain in the available point balance and will be available for use by the Signers of the Eligible Product in connection with which the Points were earned. You may discontinue your participation in the Program at anytime without notice. KeyBank's cancellation, change or suspension of the Program may result in the forfeiture of earned points and a change in the redemption of any outstanding rewards.

**3. Reservation of Rights.** The Program and benefits are offered at the sole discretion of KeyBank. KeyBank reserves the right to cancel, change or temporarily suspend the Program at any time without notice, including without limitation, to (a) terminate any Customer's or Signer's membership in the Program for any reason; (b) reduce or eliminate all Rewards Points earned (but not yet credited to your Rewards Account); (c) add to or modify the terms and conditions of these Program Rules, including, as to the Relationship Rewards Program and the Guides, additions or modifications to the number of Rewards Points earned for any activity, deletions or modifications to activities that earn Rewards Points, or modifications to qualifications for Activity and Bonus Events or Relationship Products; (d) discontinue KeyBank's participation in the Program; (e) terminate or modify its Program; (f) modify the formula to calculate Rewards Points earnings; and (g) in the event of any fraud or abuse of the Program privileges or violation of the Program Rules (including any attempt to sell, exchange or otherwise transfer Rewards Points or any instrument exchangeable for the Program). In regard to the Relationship Rewards Program, KeyBank reserves the right, in its sole discretion, to determine whether any



transaction, product or service is eligible to earn Rewards Points, and whether to allow any person or Customer to undertake any transaction or to receive any product or service.

4. **Governing Law.** These Program Rules and Program are governed by the laws of the State of Ohio, without regard to its conflicts of law principles. The Program is void where prohibited by federal, state or local law.

5. **Availability Limitations.** Airline tickets, travel rewards packages, merchandise rewards, travel vouchers, gift certificates/gift cards and other rewards are subject to availability and certain restrictions and fulfillment fees apply.

6. **Signer Disputes.** KeyBank is not responsible for, and has no duty, obligation or liability regarding any disputes between joint Signers of an Eligible Product (or authorized users of a Debit Card or Credit Card) relating to Rewards Points ownership, accessibility and/or redemption rights under the Program.

7. **Liability.** Every effort has been made to ensure that the information provided is accurate. KeyBank is not responsible for errors or omissions.

8. **Taxes.** When you redeem Rewards Points for a reward, you and the merchant are responsible for compliance with all laws related to the reward, including the payment and collection of any federal, state, and local taxes.

9. **1099-INT Reporting.** The fair market value of points earned for opening a savings account or a Certificate of Deposit, for increasing the balance in your savings account or Certificate of Deposit or renewing your Certificate of Deposit along with interest earned on your Savings account or Certificate of Deposit (further described in Section III above) will be reported to the IRS on Form 1099-INT. The 1099-INT is issued for the Savings Account or the Certificate of Deposit since the award of Rewards Points is for opening or increasing the balance of such account and such an award is considered to be interest earnings. The issuance of the 1099-INT for the Savings Account or Certificate of Deposit occurs even though the Rewards Points will be added to the available point balance for the Enrolled Checking Account.

10. **Travel Taxes and Fees.** You are responsible for payment of any passenger facility charges, air segment taxes, departure taxes, customs fees, baggage charges, security taxes or any other charges assessed by governmental entities or airline company as a result of travel under the Program, as well as any shipping, courier, fulfillment or certificate fees associated with the Program.

11. **Correspondence/Mailing.** KeyBank shall not be responsible for any correspondence by you that is lost or delayed in the mail. All travel tickets, travel packages, merchandise and other rewards will be sent to your address on file at KeyBank or otherwise in accordance with your instructions. Merchandise shipments cannot be made to a post office box.

12. **Finality.** All questions regarding accrual of rewards or the fulfillment of rewards shall be resolved by KeyBank, and its decision will be final. All questions or disputes regarding use of gift certificates/gift cards shall be resolved by the supplier or issuer of the gift certificate/gift card by contacting customer service department disclosed with the certificate/card.

**13. Release. Should KeyBank decide to terminate the Program, and the acceptance and use of the Program, Customer hereby releases, discharges, and holds harmless KeyBank, MasterCard International Incorporated, doing business as MasterCard Worldwide, and its affiliates and subsidiaries, (collectively, called "MasterCard"), and their respective subsidiaries, affiliates, employees, officers, directors, successors and assigns from all claims, damages or liability including but not limited to physical injury or death, arising out of participation in the Program.**

14. **Limitation of Liability.** Neither KeyBank, MasterCard nor any other entity associated with the Program shall have any liability arising from, or related to, such rewards of the Program, except as expressly stated herein. If you are denied a benefit of the Program to which you are entitled, liability of KeyBank and MasterCard shall be limited to your earned portion of the benefit. In no event shall KeyBank or MasterCard be liable to you for any indirect, incidental, consequential, special or punitive damages arising from this Program or performance of any obligations hereunder, or any other action or omission by it, even if such party is informed or is otherwise aware or should be aware of the possibility or likelihood of such damages. KeyBank makes no warranty and hereby disclaims any and all representations or warranties, express or implied, regarding any subject matter contemplated by these Program Rules, including any implied warranty of merchantability or fitness for a particular purpose or implied warranties arising from the course of dealing or course of performance.

15. **Third Parties.** Suppliers of goods and services are independent contractors and are neither agents nor employees of KeyBank, MasterCard, or any of their affiliates; or any group, organization, or entity endorsing a credit or debit card program by us. We neither offer, endorse, nor guarantee any of the goods, services, information, or recommendations provided by third parties to you in connection with the Program.

16. **Intellectual Property.** The KeyBank name, Key mark design and logo are registered trademarks of KeyCorp, an Ohio corporation. MasterCard and World MasterCard are registered trademarks of MasterCard International Incorporated and are used by us pursuant to a license. All other company, product, and service names may be trademarks or service marks of others and their use does not imply endorsement or an association with this Program.

## VII. Airline, Hotel, Car Rental & Travel Packages

1. You may redeem Rewards Points for travel related items such as airline tickets, hotel stays, car rentals and travel packages (herein "**Travel Rewards**"). In order to redeem Rewards Points for Travel Rewards, you must use the Travel Tool (the "**Travel Tool**") which is accessed by selecting the Travel Tool icon with KeyBank Relationship Rewards Program available at the KeyBank Rewards website or by calling 1-888-333-7780. The Travel Tool has additional specific terms and conditions relating to the booking and use of Travel Rewards, which terms of use **must be reviewed and accepted prior to each redemption of a Travel Reward**. As the Travel Tool terms of use (also known as terms and conditions) may change more frequently than these KeyBank Rewards Program Terms and Conditions, you will be required to acknowledge your review and acceptance of the Travel Tool terms and conditions before completing a redemption of a Travel Reward. When you make a reservation using the Travel Tool, you will be subject to the rules of each company, agent or other entity supplying a Travel Reward (herein a "**Supplier**"). Each Supplier sets its own rules as to booking, cancellations, changes and refunds, including any fees relating to same. Supplier fees (such as for booking cancellation, changes or refunds) may be required to be paid via credit card, debit card or other another payment medium selected by Supplier. You must carefully read the rules of each Supplier before booking as certain Suppliers may not permit cancellations, changes or refunds. Refunds, if permitted by the Supplier, may take up to 90 days to process and are subject to the policies of the individual Supplier. All refund requests must be submitted in accordance with the rules of the Supplier, and in any case no later than 30 days after the scheduled departure date and any negotiable documents (i.e. airline tickets, redeemable certificates or vouchers, etc.) issued must be returned to the Supplier prior to processing any refund. If Supplier permits a full or partial refund, such refund will be made by crediting your Reward Account with the applicable amount of Reward Points determined by Supplier. If you are no longer a member of the Program, the Rewards Points will be forfeit. Additionally, any redemption of a Travel Reward is also governed by these general KeyBank Rewards Program Terms and Conditions. In the event of a conflict, the Travel Tool terms and conditions will control the governance of a transaction involving Travel Rewards.

2. **Prohibited Use.** As a condition of your use of the Travel Tool and/or KeyBank's Rewards Website, you warrant that you will not use the Travel Tool or KeyBank's Rewards Website for any purpose that is unlawful or prohibited by these terms, conditions, and notices.
3. KeyBank is not responsible for products or services offered by other companies.

#### **VIII. Merchandise**

1. KeyBank may make substitutions of equal or greater value when necessary without notification.
2. Merchandise rewards include applicable sales tax, shipping and handling within the 48 contiguous United States.
3. Returns are only accepted for merchandise that is damaged, defective or shipped in error. The manufacturer's warranty applies to all merchandise rewards offered, but KeyBank shall have no responsibility or liability in connection with this warranty. Merchandise rewards shipments are your sole responsibility.
4. Delivery of merchandise will be made by ground delivery service-signature required or first-class mail. Please allow four to six weeks from time of order.
5. Any additional shipping costs, including international shipping costs, will be your responsibility and will be charged to the Enrolled Checking, unless you have no Enrolled Checking, in which case such costs will be charged to the Eligible Credit Card.

#### **IX. Gift Certificates/Gift Cards**

1. Gift certificates/gift cards have no value except when used in accordance with these Program Rules and applicable terms and conditions of participating suppliers or card issuers.
2. Gift certificates/gift cards must be surrendered at redemption, are not refundable, exchangeable, unless required by applicable law. Gift certificates/gift cards cannot be used against Customer's outstanding credit account balances. Gift certificates/gift cards may not be resold.
3. KeyBank may make substitutions of equal or greater value when necessary.
4. KeyBank and participating suppliers are not responsible for replacing lost, stolen or expired gift certificates/gift cards.
5. Gift certificates/gift cards use is subject to the terms and conditions printed thereon.
6. Gift certificates/gift cards are valid only at participating suppliers through the expiration date printed on the gift certificate/gift card.
7. Delivery of gift certificate/gift card will be made by ground delivery service-signature required or first-class mail or email. Please allow three to four weeks from time of order for direct mail.
8. Gift certificates/gift cards may not be combined with any other promotional offers from KeyBank or participating suppliers.
9. In the event the goods and services purchased are less than the face value of the gift certificate/gift card redeemed, the policy of the supplier will determine whether credit or gift certificate/gift card value for the difference will be given.
10. Gift certificates/gift cards as rewards are void where prohibited by law.
11. Customer must notify the KeyBank Rewards center within 60 days to report non receipt of gift certificate/gift card.
12. Issuers of gift certificates/gift cards are solely responsible for compliance with any legal or regulatory requirements governing gift certificates/gift cards.

#### **X. Cash Back**

1. You may redeem Rewards Points for cash back to be applied to your Debit Card or your Eligible Credit Card (either option being referred to as "Cash Back"). If you choose to redeem Rewards Points for Cash Back you will need to select from the available options on the website which Debit Card or Eligible Credit Card the Cash Back will apply to and such selection will remain in effect until changed by you. KeyBank has sole discretion to determine which Debit Cards or Eligible Credit Cards will be available as a viable selection for the Cash Back feature.
2. Cash Back is available only for accounts in good standing as determined by KeyBank in its sole discretion. Any Signer who has registered is eligible to choose Cash Back as a Rewards Points redemption option, subject to the restrictions set forth in this Section X.
3. If you choose Cash Back to be applied to your Debit Card, then the Cash Back will be deposited to the Enrolled Checking Account attached to the Debit Card. Cash Back will post to the account you selected within 1-3 business days and will appear on your monthly checking account statement or your monthly credit card statement.
4. It may take up to two (2) business days after enrollment for an account to be eligible as a selection option for the Cash Back feature.
5. You will be responsible for taxes related to Cash Back, if any.
6. You may only redeem Cash Back in increments set forth in the web site options available at the time of redemption.

#### **Schedule I.2.c**

#### **To the KeyBank Relationship Rewards Program Terms and Conditions**

Effective October 4, 2013 the following credit cards were converted from a separate rewards program into the KeyBank Relationship Rewards Program (herein collectively referred to as the "**October 2013 Conversion Accounts**"):

- (1) KeyBank World MasterCard with Rewards
- (2) KeyBank MasterCard with Rewards
- (3) Key Private Bank Visa Signature Elite\*
- (4) Key Private Bank Visa Signature\*
- (5) Key Private Bank World Elite MasterCard
- (6) Key Private Bank World MasterCard
- (7) KeyBank Business Travel Rewards MasterCard
- (8) KeyBank Business Rewards MasterCard bearing a plastic number with the first 6 digits of 547538

(9) KeyBank Key2More Rewards MasterCard bearing a plastic number with the first 6 digits of 548029, 552373 or 548853

\* The cards denoted with an asterisk will further be converted in the future to one of the listed MasterCard credit cards, with affected customers being independently notified at the appropriate time.

Effective October, 2014 the following credit cards were converted from a separate rewards program into the KeyBank Relationship Rewards Program (herein collectively referred to as the "**October 2014 Conversion Accounts**"):

- (1) KeyBank Platinum MasterCard with Rewards bearing a plastic number with the first 6 digits of 521515
- (2) KeyBank Select World MasterCard bearing a plastic number with the first 6 digits of 552470
- (3) KeyBank Business MasterCard with Rewards bearing a plastic number with the first 6 digits of 519726 or 519727

All of the credit cards listed on this Schedule I.2.c will be deemed an Eligible Credit Card and unless specifically designated otherwise, will have the same terms and conditions of all other Eligible Credit Cards under the Program. The credit card names for these Conversion Accounts are listed separately in the Points Guide.

Relationship Rewards Program Terms and Conditions - Effective July 2016

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