

# ENT CREDIT CARD REWARDS PROGRAM TERMS ("PROGRAM TERMS")

**IMPORTANT NOTE:** These Program Terms are subject to the jury trial waiver and arbitration provision in your credit card account agreement ("Card Agreement") that limit our liability to you, eliminate your right to a trial by jury, require you to resolve disputes with Ent on an individual basis through final and binding arbitration and not as a part of any class or representative action.

Please read these Program Terms carefully for important information about your rights and obligations in the Ent Credit Union Rewards Program.

The Ent Credit Card Rewards Program (the "Program") is provided by Ent Credit Union ("Ent" or the "Credit Union"). The Program is offered in Ent's discretion, and, subject to applicable law, the Credit Union may withdraw the Program or change the terms of the Program at any time. The purpose of the Program is to reward customers for use of certain eligible Ent Credit Union credit card products, including the: (i) Ent Essential Visa Platinum; (ii) Ent Cash Rewards Visa Signature; (iii) Ent Lifestyle Visa Signature; and (iv) Ent Business Rewards Visa Business (each, a "Card"). Certain of the terms, below, apply to all Cards, while others apply to a particular Card or set of Cards.

The Program Terms may be supplemented with additional terms, conditions, and disclosures, including but not limited to applicable terms related to any promotional offers provided to you for use with the Program.

For the most up-to-date terms, please visit: www.ent.com/legal/ent-consumer-cardholder-agreement

### **GENERAL INFORMATION**

The Program allows you to earn rewards points ("Points") on the dollars you spend, in qualifying transactions as described in the "Earning Rewards Points" section below, using your Card. To the extent that you earn Points, you may redeem them for merchandise, cash back, and/or travel as described in the "Points Redemption" section. Where your action is necessary to redeem Points, you may take such actions through the Account Center at CURewards.com ("Account Center"). Applicable conversion rates from Points to redemption value for merchandise, travel, or cash back will be displayed at the time of redemption.

These Program Terms supplement your Ent Credit Card Account Agreement (your "Card Agreement"), which governs the use of your Card, but are separate from such Card Agreement. In the event of any conflict between these Program Terms and your Card Agreement, these Program Terms will control in any matter relating to the structure or operation of Program (including, but not limited to, the availability, earning, and redemption of Points). By using your Card, you agree to be bound by these Program Terms.

All information collected about you in connection with the Program is subject to Ent's privacy policy, which can be obtained at <a href="https://www.ent.com/privacy/">https://www.ent.com/privacy/</a>. To the extent that your redemption of Points requires engagement with the website or mobile application of any third-party service provider of the Credit Union, treatment of your information may also be subject to such service provider's privacy policy and related terms.

For questions pertaining to your Program Guide to Benefits call Card Benefit Services at 1-800-882-8057.

### 1. EARNING REWARDS POINTS

You will earn Points when you, or an authorized user on your account, make eligible purchases of goods and services ("Eligible Purchases") using your Account. Eligible Purchases do not include balance transfers, cash advance, travelers checks, foreign currency, money orders, wire transfers, or similar cash transactions. Eligible Purchases also do not include interest or other finance charges, or fees charged to your Account. Ent may add to or remove from the list of Eligible Purchases from time to time in its sole discretion. When determining Points that have been earned during a billing cycle, any Eligible Purchases will be reduced by the value of any returns, refunds or credit adjustments applied to your Account (whether related to purchases during the billing cycle or prior purchases). The adjustment to Eligible Purchases may take place during the same cycle or in a subsequent cycle. The amount of Eligible purchases offset by such returns, refunds, or credit adjustments are "Net Eligible Purchases."

# **Rewards Terms for Ent Credit Cards**



Your Net Eligible Purchases each billing cycle will be rounded to the nearest whole dollar amount to determine the amount of Points earned. Net Eligible Purchases that end in \$0.50 and above will be rounded up, whereas Net Eligible Purchases that end in anything less than \$0.50 would round down. Example: \$2.50 rounds to \$3.00 whereas \$2.49 rounds to \$2.00.

You will not earn Points for any finance charges, fees, cash advances, convenience checks, foreign transaction currency charges, or insurance charges. Ent may add to or remove from the list of eligible charges and transactions from time to time in its sole discretion.

Ent may temporarily prohibit you from earning Points, using Points, or using any features of the Program if your account is not in good standing. In order to earn any Points, your Card and the associated credit card account must be not cancelled or terminated, delinquent, over the limit, or otherwise unavailable to use for charges. Ent may also prohibit your use of the Program if it suspects that you or any authorized user has engaged in fraudulent activity related to your Card or the Program, or violated the Program Terms. Points are not available if you are in default under your Card Agreement.

Points awarded for purchases that do not remain Net Eligible Purchases will be deducted from your Points balance. Returned items may result in credits being applied to your Account, which will reduce or may eliminate accumulated Points and may result in a negative Points balance. If your Points balance goes negative, you must first earn Points to bring your Points balance to zero before earning any Points eligible for redemption. Ent reserves the right to verify and adjust Points, as applicable, at any time.

Ent may offer introductory Points, as described below, which are only available to new Card holders. You will not be eligible for introductory Points for conversion, migration, or upgrading of Cards.

Reward earnings are based on your type of Card, as follows:

#### • Ent Business Rewards Visa Business

You will earn Points redeemable for the equivalent of 2% cash back on all Net Eligible Purchases.

Additionally, you will earn bonus Points redeemable for the equivalent of \$300 cash back on \$2,000 spend on Net Eligible Purchases within the first 90 days of Card opening (and do not subsequently fall below \$2,000 in Net Eligible Purchases as a result of returns or other reversals). To be eligible for the bonus cash back, you must be eligible to earn and redeem Points throughout the first 90 days after Card opening.

If you choose to redeem Points for rewards other than cash back, your reward value may not equal the amounts indicated above, but conversation rates from Points to reward value will be indicated at the time of redemption

#### Ent Cash Rewards Visa Signature

You will earn Points redeemable for the equivalent of 1.5% cash back on all Net Eligible Purchases.

Additionally, you will earn bonus Points redeemable for the equivalent of \$150 cash back on \$1,000 spend on Net Eligible Purchases within the first 90 days of Card opening (and do not subsequently fall below \$1,000 in Net Eligible Purchases as a result of returns or other reversals). To be eligible for the bonus cash back, you must be eligible to earn and redeem Points throughout the first 90 days after Card opening.

You will also earn Points redeemable for the equivalent of a 25% bonus on cash back earned each month if you meet any one (or more) of the following criteria, subject to Ent's determination of good standing (membership and card not delinquent):

- Primary account holder have an average balance of \$5,000 or more in your Ent checking and Ent savings account combined; or
- You have an active Auto Loan with Ent; or



- You have an active Mortgage with Ent; or
- You are an active Ent employee.

Bonus cash back eligibility is calculated on the day before each month's end, which means that the last day of the month's balances will not be included in the average balance calculation. After eligibility has been calculated the bonus cash back will apply on Net Eligible Purchase transactions in the following calendar month. Qualifying for multiple bonus categories will not further increase your bonus percentage (e.g., if you have an average balance of \$5,000 or more in qualifying Ent accounts AND a qualifying active Auto Loan with Ent, your bonus will still be 25%). All bonus cash back will be applied to the following months purchase rewards. For example: When spending \$100 on eligible purchase transaction 1.5% earned will be \$1.50, and if qualified for the 25% bonus offer cash back earned will be \$1.88.

You will not earn 25% bonus cash back if your account has any of the following statuses, as flagged in Ent's systems and determined in Ent's sole discretion:

- Repossession
- Custodial
- Troubled Debt
- o Conservator
- o Charge off
- o Fraud Warning
- Bankruptcy
- Estate Account
- Memorial Account
- Skip Tracking
- o UTTMA
- Deceased Charge off
- Escheat Account

If you choose to redeem Points for rewards other than cash back, your reward value may not equal the amounts indicated above, but conversation rates from Points to reward value will be indicated at the time of redemption.

### Ent Essential Visa Platinum

You will earn Points redeemable for the equivalent of 1.5% cash back on all Net Eligible Purchases.

Additionally, you will earn bonus Points redeemable for the equivalent of \$150 cash back on \$1,000 spend on Net Eligible Purchases within the first 90 days of Card opening (and do not subsequently fall below \$1,000 in Net Eligible Purchases as a result of returns or other reversals). To be eligible for the bonus cash back, you must be eligible to earn and redeem Points throughout the first 90 days after Card opening.

If you choose to redeem Points for rewards other than cash back, your reward value may not equal the amounts indicated above, but conversation rates from Points to reward value will be indicated at the time of redemption.



# • Ent Lifestyle Visa Signature

You will earn 1 point per \$1 spend on all Net Eligible Purchases.

Additionally, you may earn up to 15,000 bonus points as follows: (i) 5,000 points for your first eligible Card Merchandise transaction; and (ii) 10,000 points if you have at least \$1,000 in Net Eligible Purchases within the first 90 days of Card opening (and do not subsequently fall below \$1,000 in Net Eligible Purchases as a result of returns or other reversals). To be eligible for the bonus points, you must be eligible to earn and redeem Points at the time the bonus points are applied to your account.

The Ent Lifestyle Visa Signature Card also offers the following bonus spend categories.\* You will earn:

- 5 total Points (1 base Point and 4 additional bonus Points) for each \$1.00 in Net Eligible Purchases on cell phone providers, cable services and streaming subscriptions;
  MCC Code Examples: 4812, 4814, 4899, 5815
- 4 Points (1 base Point and 3 additional bonus Points) for each \$1.00 in Net Eligible Purchases on utilities (electric, gas, water, and sanitary services)\*;
  MCC Code Examples: 4900
- 3 Points (1 base Point and 2 additional bonus Points) for each \$1.00 in Net Eligible Purchases on dining and take-out (restaurants, bars, pubs, lounges, and fast food restaurants)\*; and
  MCC Code Examples: 5812, 5813, 5814
- 2 points (1 base point and 1 additional bonus point) for each \$1.00 in Net Eligible Purchases on gas and grocery stores,\* with a maximum of \$1,000 per month.
  MCC Code Examples: 5541, 5542, 5411, 5422, 5451, 5462

\*Reward Merchant Classification Codes: Merchants who accept Visa are assigned a merchant classification code ("MCC"), which is determined by the merchant or its processor in accordance with Visa procedures based on the products and/or services they primarily sell. Bonus category application will be based on MCC codes generally corresponding to the narrative description of each Bonus category in Ent's discretion. Ent does not control the assignment of these codes and is not responsible for incorrectly coded purchases. Even though a merchant or some of the items it sells may appear to fit within a certain rewards category, the merchant may not have a code in that category. Purchases made with third-party payment accounts, including but not limited to PayPal and Venmo, will not earn additional points. The MCCs provided above are examples based on Visa network rules as of the date of these terms. They are not necessarily comprehensive as to the MCCs that will be included in a Bonus category over time. Ent reserves the right to make changes to the MCCs qualifying for bonus Point accrual in each above category, or to change bonus categories, over time

# • Ent Simply Visa Platinum

The Ent Simply Visa Platinum Card does not earn Points for normal-course transactions at this time. The terms of certain special offers, as described below, may allow you to earn Points for Ent Simply Visa Platinum Card activity from time to time, however. Ent reserves the right to include or exclude Cards from special offers or to change the rewards program applicable to Ent Simply Visa Platinum Cards at its sole discretion.

## 2. BONUS POINTS FOR SPECIAL OFFERS

From time to time, Ent Credit Union may make bonus offers to earn additional Points beyond those expressly addressed in these terms ("Bonus Points"). Read each offer carefully, as there may be important conditions or limitations, such as expiration dates or blackout periods, Bonus Points limits, or exclusions. You may have to register to qualify for the offer. Ent may change or withdraw an offer at any time without notice. Any such change or withdrawal will not affect Bonus Points already earned. Certain offers may only be communicated via email.



#### 3. EXPIRATION

**IMPORTANT NOTE**: Points will expire at the end of the fifth (5th) calendar year end after the date on which they are posted to your Points balance, and will expire on a first-in, first-out basis annually. All Points associated with a Card will expire under the same timeline regardless of whether they were earned through purchase transactions or bonus offers.

For example, if you earned 100 Points in February 2025, those Points will expire on December 31, 2029.

### 4. CHANGES TO CARD TYPE

From time to time, your Card type may change through events such as upgrades, downgrades, or conversions. If your Card is changed to a non-rewards-bearing credit card, whether the change was initiated by you or us, Points will not be redeemed automatically. You will have to take affirmative steps to redeem your accumulated Points before such Card type change is finalized. Subject to any requirements or limitations of applicable law, once a Card program change is finalized, all Points not applicable to the new Card type automatically expire and will be forfeited. Ent will provide notice at least 45 days prior to material card changes.

### 5. TERMINATION AND FORFEITURE

**IMPORTANT NOTE:** Subject to any requirements or limitations of applicable law, Ent may at any time for any reason change or terminate the Program and these Program Terms without notice. This means that regardless of your level of activity in the Program, the ability to accumulate or claim Points may be terminated with or without prior notice. The redemption value of Points already accumulated may be changed at any time without notice and without restriction or penalty.

Ent reserves the right to terminate you from the Program. If the Program terminates, Ent terminates you from participating in the Program, or you voluntarily cancel your participation in the Program, all Points will be forfeited, subject to any rights under state law.

Points will be forfeited if any of the following occur: your Account is closed; you terminate your participation in the Program; you or any authorized user engages in any fraudulent activity or misuse related to your Account or the Program, or engage in any activity deemed to be abusive or gaming conduct, as determined by Ent. Misuse includes, but is not limited to, obtaining or using an Account to maximize Points earned in a manner that is not consistent with typical consumer activity as determined in Ent's sole discretion.

# 6. POINTS REDEMPTION

You may redeem Points for rewards described in the current brochure or Program website, which may be updated from time to time. Point requirements assigned to any reward are subject to change from time to time without notice, and rewards may be discontinued or substituted at any time. Reward suppliers have agreed that, to the best of their ability, any merchandise featured for rewards redemption will be available in sufficient quantities to meet expected demand. However, there may be instances in which product demand exceeds supply, in which case the Program reserves the right to substitute a similar item of equal value or withdraw the offer for that product. If it is not replaced Points will be refunded and you will be advised to make an alternative selection.

Points will be redeemed on a "first in, first out" basis, such that the first Points earned will be the first Points redeemed. Once you've redeemed Points for a reward, your Points balance will be reduced by the number of Points used to obtain the reward. Rewards are issued for reward purposes only. Points are deducted from your total Points available for redemptions and for any returns or credits associated with your Card account.

## Velera Terms

You may use Points to obtain rewards through Velera, a non-affiliated third party, who is solely responsible for the administration of the Program with respect to goods or services offered as rewards on CURewards.com. Conversion rates from Points to redemption value for merchandise and travel will be displayed at the time of redemption.



#### 1. Merchandise Fulfillment

Reward items are typically shipped via a parcel delivery service or by the U.S. Postal Service and will generally ship within 2-3 business days of order receipt. Occasionally an item will be out of stock, in which case you will be notified while placing your order. Once the item comes into stock, it typically ships within 2-3 business days. Some items may be drop shipped directly from the manufacturer/supplier and may take 4-6 weeks for delivery, but most often those items ship within 10 business days.

Not all merchandise items are available outside the continental United States. Areas such as Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands may require additional shipping and handling charges to fulfill merchandise orders.

### 2. Return Policy

The Program allows for replacement of items that you receive damaged (within 48 hours of receipt) or defective (within 30 days of receipt). To be eligible for replacement, you must report any item damage to Customer Service within 48 hours of receipt. If an item becomes defective within 30 days of receipt, you may contact Customer Service for a replacement. Customer Service will provide a Return Authorization number and return instructions. You must repackage the item in its original packaging and write the Return Authorization number on the box. Customer Service will authorize the delivery carrier to pick up the item. Once the item is received at the Program Award Headquarters, the return is inspected and entered into the system. A replacement order will be entered at no cost to you.

The replacement item will ship within 72 hours of the replacement order being processed if it is in stock. An item that is not in stock typically ships within 2-3 business days once it becomes available. Some items may be drop shipped directly from the manufacturer/supplier and may take 4-6 weeks for delivery.

If the original item is discontinued and there is no direct replacement, you will receive a refund of rewards Points.

If an item becomes defective after 30 days of receipt, Customer Service will provide a "proof of purchase" for service under the manufacturer warranty.

### 3. Rewards for Travel

Certain restrictions may apply to travel certificates, tickets, and documents. Travel certificates, tickets, and documents are not exchangeable, refundable, transferable, or redeemable for cash. All travel certificates will not be replaceable in the event of loss, destruction, or theft. You are responsible for any applicable fees and taxes associated with travel redemptions.

All travel Points redemptions are subject to specific terms and conditions, as well as the rules and restrictions imposed by individual travel providers, such as airlines, hotels, rental car, cruise line, and/or tour companies ("Travel Providers"). You are responsible for complying with the Travel Providers' rules. Travel Points redemptions are non-changeable or refundable unless permitted by the Travel Provider. Fees that apply due to permitted changes are your responsibility. Note that issuance of some travel certificates does not



constitute a reservation, and in such cases the certificate holder is responsible for making all reservations with the company that issues the certificate.

Neither Ent nor Velera are responsible for the performance of the Travel Providers or their associates with the Program. All reservations are made subject to the conditions of the Travel Providers providing the service, which include exclusions and limitations of liability.

# Redeeming Points for Statement Credit

You may redeem Points as a credit to your Card account as statement credit or cash back ("Statement Credit"). You may request Statement Credits at CURewards.com. Statement Credit will appear on your monthly billing statement. Statement Credits will be made available on the Program Website in fixed denominations to be determined by the Program. Statement Credits may be obtained by redeeming the corresponding number of Points indicated on the Program Website. Statement Credit denominations and corresponding Points redemption amounts are subject to change or may be discontinued at any time. Once redeemed, Statement Credits will reflect on your monthly statement within 2 billing cycles. Unless the total amount of Statement Credits and payments applied to your account equal or exceed your statement balance, you are still required to pay the Minimum Payment Due on your monthly billing statement. Once you request a Statement Credit, your request cannot be changed or returned.

#### 7. OTHER TERMS

Points may not be sold, transferred or altered in any way by you. Points you earn may not be combined with Points earned on any other credit account or earned by anyone else (other than your Authorized User).

You may review your Points balance via Account Center or billing statement. It may take up to two billing cycles for Rewards to post. The amount of Points earned is based on the date your purchase was made, which may be different than the date the transaction posts to your Account. For mail order, special order, online, and other purchases, your transaction may not post to your Account until items have shipped.

# 8. COMMUNICATIONS AND CUSTOMER SERVICE

Ent may send communications regarding the Program by mail, phone, email or other methods, including through online Account Center or mobile app. By providing your mobile phone number, Ent may contact you about all of your accounts and this Program.

If you have any questions about the Program or to update your contact information, please contact 800-637-7728 or visit Account Center. The Credit Union is not responsible for any Rewards or communications lost or undelivered due to incorrect or outdated address or email.

You can review your Program activity at CURewards.com or on your billing statement.

### 9. POINTS DISPUTES

If Points you believe were earned have not timely posted to your Points balance, you may dispute your Points balance ("Points Dispute") by 800-637-7728. Ent will use reasonable efforts to investigate your Points Dispute if you notify Ent within 90 days of the posting date. If you do not notify Ent within that period, you waive your right to make a Points dispute with respect to that purchase. Ent may require you to provide written confirmation of the dispute and the applicable purchase receipt and may decline to investigate further if you do not provide the requested confirmation or a valid receipt. Upon completion of the investigation, Ent will have no further responsibilities if you later reassert the same Points Dispute.



#### 10. LIMITED LIABILITY

Unless otherwise required by law, neither Ent nor any of its affiliates, officers, directors, employees, service providers, including Velera, or agents will be liable to you, or anyone making a claim on your behalf, in connection with the Program or these Program Terms, including but not limited to, use of the Program and any redemption for or purchase of products or services through the Program.

Velera, its owners, agents, and employees, are not affiliated with or responsible for the merchants whose gift cards are available as Points.

Every effort has been made to ensure that the information in the Program Terms is accurate. The Program is not responsible for errors or omissions and reserves the right to correct such errors at any time, even if it affects a pending Points redemption order.

**IMPORTANT NOTE:** Notwithstanding the foregoing, any liability that Ent may have to you in connection with the Program shall be limited to the amount of any Points you have earned in accordance with these Program Terms. In addition, unless otherwise required by law, you and Ent each waive the right to seek punitive or exemplary damages against the other.

#### **No Warranties**

ENT, SUBSIDIARIES, AND AFFILIATES DO NOT ENDORSE ITEMS PURCHASED WITH POINTS THROUGH THE PROGRAM AND MAKE NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROGRAM OR ANY PRODUCTS OR SERVICES RELATED TO SUCH PROGRAM. ENT DOES NOT GUARANTEE THE PERFORMANCE OF REWARDS, OR PRODUCTS OR SERVICES OBTAINED THROUGH THE PROGRAM, NOR DOES IT OPERATE OR CONTROL THE MERCHANDISE OFFERED AS REWARDS.

#### 11. TAXES

You are responsible for any federal, state, or local tax liability that may result from participation in the Program. Consult your tax advisor concerning such tax consequences.

# 12. CANCELLING PROGRAM PARTICIPATION

You may cancel your participation in the Program at any time by calling Ent at 800-616-3451. If you cancel your participation in the Program, you will no longer earn Points and, except as limited by applicable law, you will forfeit your unused and unexpired Points. Your cancellation will not affect any previously redeemed Points.

# 13. GOVERNING LAW; ASSIGNMENT

The Program and these Program Terms are governed by federal law and, to the extent state law applies, the laws of the State of Colorado. You may not assign your rights or obligations under these Program Terms to any other person or entity.

**IMPORTANT NOTE:** You and Ent agree that each of us may bring claims arising from or relating to these Program Terms only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding.

"Claim," as used in these Program Terms means any claim, dispute or controversy that in any way arises from or relates to these Program Terms.

# 14. COMPLETE AGREEMENT; SEVERABILITY; CONFLICTS; NO WAIVER

These Program Terms supersede any previous terms and conditions governing the Program. The Program is not available where it is prohibited or restricted by law. If any part of these Program Terms conflict with applicable law, that provision will be deemed severed from these Program Terms and the remainder of the Program Terms will remain in effect. Ent will not lose its rights under these Program Terms because Ent chooses to delay or not enforce them.



# 15. LICENSING

The Ent Essential Visa Platinum, Ent Cash Rewards Visa Signature, Ent Lifestyle Visa Signature, Ent Business Rewards Visa Business Cards, and Ent Simply Visa Platinum are issued by Ent Credit Union, pursuant to a license from Visa. Visa is a registered trademark.