

MRPC PROGRAM TERMS

Last updated: March 31, 2023

Landmark National Bank (“Program Sponsor” or “Financial Institution”) has chosen Velocity to administer the My Rewards Premium Card Program (the “MRPC Program”) available to certain of its debit card holders. Velocity requires that all Participants comply with all terms and conditions set forth below. These Terms and Conditions (as defined below) are between you and My Rewards, LLC. My Rewards, LLC (each referred to as “Velocity” “we”, “us”, “our” and “Provider”, as applicable) provides MRPC Program to you strictly subject to these MRPC Program Terms, the Privacy Policy, and the Velocity Master Terms of Use (collectively, the “Terms and Conditions”).

PLEASE REVIEW THESE TERMS CAREFULLY BEFORE PARTICIPATING IN THE MRPC PROGRAM. BY PARTICIPATING IN THE MRPC PROGRAM, YOU WILL HAVE INDICATED YOUR ACKNOWLEDGEMENT AND AGREEMENT TO BE GOVERNED BY EACH TERM, CONDITION, AND DISCLAIMER IN THE SERVICE AGREEMENTS. IF YOU DO NOT AGREE TO THE TERMS, CONDITIONS AND DISCLAIMERS IN THE SERVICE AGREEMENTS, YOU ARE NOT AUTHORIZED TO PARTICIPATE IN THE MRPC PROGRAM.

1. Definitions

“Account” means any MRPC Program-eligible account(s) you have with the Financial Institution.

“Accountholder”/ “Accountholders” means any individual identified by the Financial Institution as an authorized signer on an Account. There may be one or more Accountholders for any single Account.

“Benefit”/ “Benefits” means those perks, programs and services included in your MRPC Program, as may be modified from time-to-time in our sole discretion and provided to Participants based on the Participant’s selected MRPC Program level and the terms set forth in the Benefit Guide.

“Benefit Guide” means the description of benefits accessible at www.landmarknationalrewards.com/benefitguide or obtained via written request sent to our Contact Address. The Benefit Guide is incorporated by reference into the MRPC Program Terms.

“Business Day” means Monday through Friday, other than a United States Federal holiday or corporate holiday.

“Contact Address” means P.O. Box 2600, Wilmington, NC 28402, Attn: MRPC Program

“Enrollment”/ “Enrolled”, means a Participant that has (i) submitted a MRPC Program enrollment application and automated clearing house (ACH) authorization to us via direct mail, online application, in-person at a Financial Institution’s physical location under the supervision and assistance of an authorized Financial Institution representative, or via properly authenticated telephonic submission and authorization via our customer service center; and (ii)

whose enrollment application and ACH authorization have been accepted and approved by us; (iii) who is current in the payment of all fees and expenses necessary to continue participation in the MRPC Program; and (iv) who has not cancelled, and has not had cancelled by us, the enrollment and authority effectuated by the enrollment application and ACH authorization.

“My Rewards® App” means that mobile device application made available by us for download and use in association with the MRPC Program from the Apple® App Store®, Google Play and/or the Amazon Appstore.

“Participant”/ “you”/ “your”, the individual Enrolled in the MRPC Program, their agents, successors, and/or assigns.

“MRPC Program” means the MY REWARDS® PREMIUM CARD PROGRAM as a whole, without regard to any particular MRPC Program level.

“Gold Program” means that MRPC Program level associated with and reflected by the issuance to Participant of an eligible GOLD DEBIT CARD.

“Platinum Program” means that MRPC Program level associated with and reflected by the issuance to Participant of an eligible PLATINUM DEBIT CARD.

“MRPC Agreements” means, collectively, the terms and conditions of any Benefit provided by a Third-Party Benefit Provider, any Financial Institution membership and/or account agreements, the Financial Institution Account Opening Documentation, the Benefit Guide, the Refund Policy, the My Rewards® App End User License Agreement, the MRPC Program App Terms of Service, and the MRPC Program App Privacy Policy. All MRPC Agreement are hereby incorporated by reference into the MRPC Program Terms.

“Program Debit Card” means a MRPC Program-eligible debit card associated with an Account and belonging to an Enrolled Participant.

“Third Party Benefit Provider”/ “Third Party Benefit Providers” means any one or more of the third-party vendors, merchants and service providers that provide to Participants any one or more of the Benefits offered via the MRPC Program, specifically including any cash-back benefits in the case of the third-party merchants, and each of their respective agents, officers, successors and assigns.

“Total Program Fee” means all combined First Card Fee(s) and Added Card Fee(s) (each as identified in the Monthly Program Fees table below) associated with an Account and payable monthly by a Participant to participate in the MRPC Program.

2. Terms and Conditions Subject to Change

We may add to, remove and/or reduce, terminate, or modify all or any portion of the Service Agreement(s) at any time in our sole discretion and without notice

to you. Changes made will become effective from the “Last Updated” date at the top of this page and accessed at www.landmarknationalrewards.com/rewardsprogramterms or by writing to our Contact Address. You are responsible for making sure you have the most current version of all Terms and Conditions. Terms and Conditions may be amended only by us as described above, and not through any course of dealing or oral communications. Our acceptance, debit, or deposit of any payment made by you to us or notation on any document sent by you to us does not constitute an amendment of any Service Agreement by us.

3. Eligible Participants; Obligations of Participants

In order to be and remain an eligible MRPC Program participant, you minimally must (i) be at least 18 years of age, (ii) maintain an Account in good standing at Financial Institution, (iii) be issued a Program Debit Card in association with the aforementioned Account, (iv) have Enrolled in the MRPC Program, and (v) be current in the payment of all MRPC Program fees and charges assessed to participate in the MRPC Program. You agree to keep your name, address, and telephone number on your Account accurate and current. If the Account associated with your Program Debit Card is closed or “frozen” for any reason, we reserve the right to immediately discontinue the provision of any or all Benefits to you and immediately terminate your MRPC Program Enrollment. On the closing of your Account and opening of a new Account, we may require that you complete another registration to become Enrolled in the MRPC Program providing your new Account information.

4. My Rewards Premium Card Program

A. About the MRPC Program. Depending on the Program Debit Card you select, the MRPC Program provides you with access to certain Benefits described in the Benefit Guide. We may add to, remove and/or reduce, terminate, or modify Benefits at any time in our sole discretion and without notice to you. Subject to the individual Benefit eligibility criteria, all Benefits will be available to you on or before the third (3rd) business day of your MRPC Program Enrollment.

B. Program Fees. Your Total Program Fee is dependent upon the MRPC Program level that you select at Enrollment or thereafter, and the number of Program Debit Cards requested. If your debit card’s program level is not identified below, your current debit card is not a Program Debit Card and you should consult an authorized Financial Institution representative to discuss MRPC Program Enrollment and how to obtain a Program Debit Card:

Monthly Program Fees		
Program Level	First Card Fee	Added Card Fee
Gold	\$9.95	\$9.95
Platinum	\$14.95	\$14.95

Any MRPC Program-eligible Accountholder on your Account may be issued a Program Debit Card at the Accountholder’s direct request. Your Total Program Fee is equal to your MRPC Program level’s First Card Fee, plus the Added Card Fee multiplied by the number of Additional Cardholders that you have enrolled on the Account. The current monthly MRPC Program fees are shown above.

Except as expressly prohibited by the federal Electronic Fund Transfer Act (15 U.S.C. 1693 et seq.), First Card Fees and Added Card Fees may be modified by us at any time in our sole discretion by revision of these Terms.

Unless you have Enrolled in the MRPC Program using a promotion code, your initial Total Program Fee will be billed to and automatically debited from your Account on the next chronological ACH Debit Day (as defined in this paragraph) following a fourteen (14) day period from our receipt of your Enrollment. “ACH Debit Day” means the 1st, 8th, 15th or 23rd of any given month. The ACH Debit Day to which the debit of your initial Total Program Fee coincides will be known as your “Monthly Debit Day” and all debits subsequent to the debit of your initial Total Program Fee will occur monthly on your Monthly Debit Day. If you have Enrolled in the MRPC Program using a promotion code, your initial Total Program Fee will be billed to and automatically debited from your Account on the next ACH Debit Day following the expiration of any promotional or “free trial” period that may be specified in the promotion associated with the promotion code, and such date will be known as your Monthly Debit Day. If the ACH Debit Day or Monthly Debit Day does not fall on a Business Day, debits will be made on the next available Business Day.

In addition to the Total Program Fee, we may make a one-time debit of your Account of \$25.00 for each scheduled Total Program Fee payment that is returned unpaid due to insufficient or uncollected funds (an “NSF payment”), and we may re-initiate a Total Program Fee payment returned as an NSF payment on a date that is not your ACH Debit Day nor your Monthly Debit Day.

C. Program Cancellation. An Enrollment remains active until a Participant cancels the Enrollment (i) online at www.landmarknationalrewards.com/cancel, (ii) by speaking to a live representative by telephone at (855) 304-3444 or (iii) by written notice sent to our Contact Address. These are the only effective methods whereby a Participant may cancel an enrollment. Cancellation of an Enrollment requires three (3) Business Days’ notice received by us, and scheduled MRPC Program debits occurring within three (3) Business Days of our receipt of a cancellation notice may still be debited from a Participant’s Account despite the cancellation notice received by us. MRPC Program fees debited from a Participant’s Account are non-refundable unless otherwise determined by us in our sole discretion. In addition, we may end your participation in the MRPC Program at any time in our sole reasonable discretion in order to protect you, us, or Financial Institution from harm or compromise of integrity, security, reputation, or operation.

D. Account Number Masking. For security reasons, your full Account number, full Social Security Number and certain other identifying data will not be stored by us anywhere. You acknowledge and consent to our use of a masked account number (for example, “*****6789” instead of “123456789”) as a true and accurate representation of your full Account number for all correspondence, confirmation e-mails, and cancellation e-mails.

5. Disclaimer of Warranties

YOU EXPRESSLY AGREE THAT YOUR USE AND PARTICIPATION IN THE MRPC PROGRAM IS AT YOUR SOLE RISK. YOU ACKNOWLEDGE THAT THE MRPC PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE, THE PROGRAM SPONSOR, THIRD PARTY BENEFIT PROVIDERS, AND OUR LICENSORS AND VENDORS ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS OR FOR ANY INFORMATION OR CONSEQUENCES RESULTING FROM YOUR USE OF THE MRPC PROGRAM. MOREOVER WE, THE PROGRAM SPONSOR, OUR THIRD PARTY BENEFIT PROVIDERS, AND OUR LICENSORS AND VENDORS ARE NOT RESPONSIBLE FOR ANY TECHNICAL ISSUES EXPERIENCED BY YOU. WE, THE PROGRAM SPONSOR, OUR THIRD PARTY BENEFIT PROVIDERS, AND OUR LICENSORS AND VENDORS MAKE NO AND EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROGRAM, INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE, THE PROGRAM SPONSOR, OUR THIRD PARTY BENEFIT PROVIDERS, AND OUR LICENSORS AND VENDORS DISCLAIM ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE MRPC PROGRAM (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. YOU HEREBY ASSUME ALL RISKS RELATING TO THE FOREGOING.

6. Limitation of Liability Specific to MRPC Program

WE SHALL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL, RELATING TO THE MRPC PROGRAM, THE PRODUCTS FOR WHICH POINTS ARE REDEEMED, OR ANY CONSEQUENCES FLOWING THEREFROM OR RELATED THERETO, INCLUDING LOST PROFITS. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MIGHT NOT APPLY TO YOU.

OUR LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY YOU AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF US AND OUR DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, INDEPENDENT CONTRACTORS, SHAREHOLDERS, REPRESENTATIVES AND AGENTS RESULTING FROM ANY SUCH CLAIMS, EITHER JOINTLY OR SEVERALLY, SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00). This limitation of liability is a bargained-for exchange in connection with our permitting your participation in the MRPC Program.

OUR THIRD PARTY BENEFIT PROVIDERS, LICENSORS, VENDORS, AND THE PROGRAM SPONSOR WILL NOT BE SUBJECT TO ANY LIABILITY TO YOU IN CONNECTION WITH ANY MATTER WHATSOEVER.

We are not responsible for any damages or losses that result from participating or being unable to participate in the MRPC Program, or reliance on or use of information or services provided on or through the MRPC Program.

We are not responsible for any actions, representations or omissions of Program Sponsors. No third party, including without limitation any Program Sponsor, shall have the authority or ability to change any term or condition of the MRPC Program, and Participant shall have no right to rely on any information from any third party with respect to the actual terms and conditions of the MRPC Program.

Participants acknowledge and agree that Velocity neither endorses the contents of Program Sponsor advertisements or websites, nor assumes responsibility or liability for the accuracy of material contained therein, or any infringement of third party intellectual property rights arising therefrom, or any fraud or other crime facilitated thereby.

Velocity is not responsible and assumes no liability for any changes or discontinuances of services from providers.

ALL CLAIMS ARISING FROM THESE MRPC PROGRAM TERMS MUST BE BROUGHT WITHIN NINETY (90) DAYS AFTER THE EVENT GIVING RISE TO THE CLAIM OCCURRED.

7. Tax Consequences

Participants are responsible for the tax consequences, if any, of their participation in the MRPC Program.

8. Force Majeure

In no event shall Velocity be liable or responsible for any breach, default, or delay in the performance of any of its obligations in connection with the MRPC Program occasioned by occurrences or contingencies considered "force majeure" including, but not limited to, delay caused by inability to obtain transportation, inability to obtain materials, delay in transit from a manufacturer or supplier or failure to make delivery by a manufacturer or supplier, shortage of fuel, failure of technology, failure of sources of supplies, breach or default by a supplier, strike, lock out, labor disputes, disasters, fire, flood, accident, invasion, riot, war, revolution, embargo, restraint, acts of God, disease, epidemic, public health crisis, substantial increases in the price of goods, materials, parts, supplies, shipping costs, customs duties, taxes or other costs, failure of electronic equipment, software and/or Internet service, the value of the Chinese Yuan or other Chinese currency no longer being tied to the value of the United States dollar, demand of the United States or any other government, failure of Participant to perform its obligations under these MRPC Program Terms, or any other cause or contingency beyond Velocity's control which shall prevent or materially impair Velocity from performing in the normal and usual course of its business in a profitable fashion.