

PNC Business*Options®* Visa Signature® Credit Card Cash Rebate Program

Terms and Conditions as of March 1, 2012

The following Terms and Conditions apply to the Visa Signature **Business**Options Card Cash Rebate Program (the "Program") and include provisions relating to eligibility for enrollment, Rebate accrual, redemption of Rebates awarded, and other important conditions and limitations. Please read these Terms and Conditions carefully. Any use of your Visa Signature **Business**Options Card will constitute your acknowledgment of and agreement with all of the provisions specified below.

As used in these Terms and Conditions, "you" and "your" refer to any corporation, partnership, proprietorship, or other organization ("Company") which has opened a Visa Signature **Business**Options Card account (the "Company Account"). "Cardmember" refers to any individual cardmember to whom a card has been issued ("sub-Account") through which Rebates are generated. "Card" means the Visa Signature **Business**Options Card issued for your sub-Accounts. "PNC Bank" means PNC Bank, National Association.

- 1. Eligibility is restricted to individuals who are U.S. residents residing in the U.S., and whose Company Account is in Good Standing. Your Company Account will be in "Good Standing" if your Account (i) has not been assigned a closed status; (ii) is not deemed by PNC Bank to be delinquent; and (iii) is not in excess of the approved credit line. An individual may be a Cardmember on only one sub-Account with the Program.
- 2. The Company Account will earn a rebate ("Rebate") when the Card is used by Cardmembers for Eligible Net Purchases. "Eligible Net Purchases" means purchases of goods or services made by the Cardmember through the use of the Card plus qualifying balance transfers, minus merchant credits, and plus or minus purchase adjustments posted to your Company Account. The term "Eligible Net Purchases" does not include (A) finance charges, annual membership fees, non-qualifying balance transfers, transactions made at a financial institution (such as purchasing gift cards, money orders or travelers' checks or making loan payments), cash advance transactions (including access checks, ATM disbursements, and automated teller or cash equivalent item transactions), insurance premiums for insurance products obtained through PNC Bank, debt cancellation fees, late fees, overlimit fees, and other fees and charges assessed on your Account; or (B) purchases made at merchants with gambling, gaming, or other non-Eligible merchant category codes. PNC Bank reserves the right to exclude other merchant category codes at our discretion. A merchant category code is a code assigned to a merchant by its credit card processor to identify the merchant's type of business. PNC Bank assumes no responsibility for the accuracy of the category code assigned to any merchant.
- 3. The Rebate amount earned is calculated on the Company Account by multiplying the Cardmembers' combined Eligible Net Purchases by one percent (1%).
- 4. Rebates generated by Cardmembers will be updated monthly on your Company Account statement. Each month your Company Account statement will reflect the status of the Rebates including beginning Rebate balance, Rebates earned, Rebates redeemed, and ending Rebate balance. Rebates earned on a Company Account not in Good Standing will be forfeited, and previously earned Rebates will be forfeited if your Company Account reaches 60 days of delinquency.
- 5. Rebates are automatically redeemed as a credit to the Company Account at the end of the billing cycle in March, June, September, and December each year. Rebate amounts will be rounded up to the nearest cent. The maximum amount of Rebates that will be redeemed as a credit to the Company Account will be \$75,000 each calendar year.

- 6. PNC Bank reserves the right to alter or change these Terms and Conditions and to alter, change, and/or terminate the Program at any time. PNC Bank will provide written or electronic notice to you of any changes affecting outstanding transactions or Rebates. In addition, PNC Bank reserves the right to disqualify the Company Account or a Cardmember's sub-Account if there has been a violation of these Terms and Conditions, as they may be changed from time to time.
- 7. Rebates earned on your Company Account have no cash value and can not under any circumstances whatsoever be redeemed for cash or used as payment for obligations to PNC Bank. Rebates are not transferable. Rebates can not be aggregated among two or more separate Program Company Accounts. All Rebate redemptions are final.
- 8. You are responsible for determining any tax liability for your **Business**Options Cash Rebate Program Company Account.
- 9. The Program is void where prohibited by federal, state, or local law.