PNC BANK

Visa Signature[®] BusinessOptions^{ss} Card Travel Rewards Program

Terms and Conditions as of August 17, 2013

The following Terms and Conditions apply to the Visa Signature **Business**Options Card Travel Rewards Program (the "**Program**") and include provisions relating to eligibility for enrollment, Mile accrual, transferring Miles, redemption of Miles awarded ("**Miles**") 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 acknowledgement 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 BusinessOptions Card account (the "Account"). "You" and "your" also refer to any individual cardmember to whom a card has been issued and who is authorized by the Company to redeem Miles on his/her sub-Account ("Cardmember"). "Card" means the Visa Signature BusinessOptions Card accounts. "PNC Bank", "we", "our" and "us" means PNC Bank, National Association.

- 1. Eligibility is restricted to individuals who are U.S. residents residing in the U.S. and whose Account is in Good Standing. Your 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 **Business**Options Program.
- 2. The Account will earn miles ("Miles") 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 appropriate purchase adjustments posted to your 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 determine which merchant category codes are eligible for the Program. 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. One Mile will be earned for every one dollar (\$1.00) in Eligible Net Purchases. In calculating the number of Miles earned, the total Eligible Net Purchases during a billing cycle will be rounded to the nearest dollar. There is no limit to the amount of Miles you can earn.
- 4. Miles will be awarded and may be transferred or redeemed on your Account only if your Account is at that time in Good Standing. Miles earned on Accounts not in Good Standing will be forfeited, and previously earned Miles will be forfeited if your Account reaches 60 days of delinquency.
- 5. Miles expire on the statement closing date in December of the fourth calendar year after the year in which the Miles were earned or in which the Miles were transferred to your Account. For example, all unused Miles earned from January 1, 2012 through December 31, 2012 will expire on the statement closing date in December of 2016. For example, all unused Miles earned from January 1, 2013 through December 31, 2013 will expire on the statement closing date in December of 2017.
- 6. Miles will be updated monthly on your Account statement. Each month your statement will reflect the status of your Miles including beginning balance, Miles earned and used, Miles transferred, and ending balance. Miles earned during any month are not available for redemption until after your statement has printed. Miles transferred to your Account are immediately available for redemption. Miles will be redeemed on a first in, first out basis.
- 7. 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. Changes may include the cancellation of outstanding Miles or changes in the number of Miles required to receive rewards. PNC Bank will provide notice to you of any changes affecting outstanding transactions or Miles. In addition, PNC Bank reserves the right to disqualify the 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.
- 8. Miles earned on your 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. Miles may be aggregated among the Company's master Account and its sub-Accounts. Miles may also be aggregated as provided in these Terms and Conditions or as expressly permitted by us. All Mile redemptions are final.
- 9. You are responsible for determining any tax liability relating to rewards for your **Business**Options Travel Rewards Program Account.
- 10. PNC Bank shall not be liable for any bodily harm or injury, or other loss or damage to person or property or any other loss, damage, expense, accident or inconvenience of any type or nature that may result from your participation in the Program. PNC Bank is not responsible for the performance by the airlines or suppliers of the other ticketed transportation, car rental companies, hotels, or other service providers.
- 11. The Program is void where prohibited by federal, state, or local laws.

TRANSFERRING MILES

- In certain cases, we may permit you to transfer earned, but not redeemed, Miles from your Account to another PNC Bank credit card account that offers a travel rewards program (we call this account the "Receiving Account"). We will tell you which Receiving Accounts are available for transferring Miles.
- 2. We restrict transfers to Receiving Accounts based on the following account ownership requirements:
 - If you are the sole co-borrower of your Account and the Receiving Account is a consumer credit card account, you must be the sole or joint accountholder of the Receiving Account.

BusinessOptions Accountholder(s)	Receiving Account Accountholder(s)	Transfer permitted?
Smith, Inc. John Smith (co-borrower)	John Smith	Yes
Smith, Inc. John Smith (co-borrower)	John Smith Mary Smith	Yes
Smith, Inc. John Smith (co-borrower) Mary Smith (co-borrower)	John Smith	No

Miles may <u>not</u> be transferred from your Account to a business Receiving Account.

Business <i>Options</i>	Receiving Account	Transfer
Accountholder(s)	Accountholder(s)	permitted?
Smith, Inc. John Smith	Doe, Inc. John Smith	No

- 3. To transfer earned, but not redeemed, Miles call Customer Service at 1-877-459-9801. You must provide us with the account number for the Receiving Account.
- 4. Transfers must be for a minimum of 1,000 Miles per Receiving Account. The transferred Miles will automatically be deducted from your Account and deposited into the Receiving Account. Each Mile transferred from your Account will be converted into the reward type of the Receiving Account on a one to one basis. For example, if you transfer your Miles to a Receiving Account that earns travel points, each Mile you transfer will convert to one travel point.
- 5. All transferred Miles are subject to the terms and conditions of the reward program governing the Receiving Account. Please review the terms and conditions for the Receiving Account prior to making any transfer. Similarly, if we permit you to transfer miles, travel points or similar rewards you earned on another PNC Bank credit card account to your Account, once transferred, those miles, travel points or similar rewards will be subject to these Terms and Conditions.
- 6. If you transfer your Miles into a Receiving Account where earned rewards expire, your Miles, once transferred and converted to the reward type of the Receiving Account, will be deemed earned as of the date of transfer for purposes of determining an expiration date.
- 7. We, in our sole discretion, may refuse any transfer request. All transfers are final.

AIR TRAVEL REDEMPTION (BOOKING YOUR OWN AIR TRAVEL)

- You may purchase your own airline tickets via channels such as, but not limited to, airline reservation centers, independent travel agents, or via the Internet at full-service travel sites or airline reservation sites. The airline ticket **must be purchased with your Account**. PNC Bank will issue a credit to your Account up to the price of each ticket purchased based on the number of Miles available for redemption.
- 2. To receive a credit, you must contact PNC Bank within 60 days **after the date** the airline ticket purchase **posts to your Account** to request redemption of your Miles at 1-877-459-9801 or redeem via the website at pnc.com/travelrewards or by using any other redemption method we offer.
- 3. A credit not greater than the airline ticket purchase amount (including related expenses) will appear on your Account within 5-7 business days after your redemption request is received. Related expenses include: 9/11 security fees, landing fees, agent fees and airport taxes. Not all related expenses are eligible to be included in the credit. We, in our sole discretion, will determine whether a related eligible expense is eligible to be included in the credit.
- 4. Redeem twenty-five thousand (25,000) Miles for a monetary credit to your Account up to a maximum ticket price of \$315.00. You will receive an additional credit of fifty dollars (\$50.00) for each additional five thousand (5,000) Miles you redeem, up to the total cost of the airline ticket purchases. The monetary credit amount will not exceed the total cost of the airline ticket purchases (including related expenses). You must redeem a minimum of 25,000 Miles. Redemptions of more than 25,000 Miles must be in increments of 5,000 Miles. There is no limit to the number of Miles you may redeem in any calendar year. You may redeem your Miles for a partial monetary credit toward your airline ticket purchases, with a minimum redemption of 25,000 Miles. If you request redemption and you do not have the Miles required available for Mile redemption at the Mile redemption level you requested, we will redeem at a lower Mile redemption level and post the maximum credit for that Mile redemption level to your Account.

TRAVEL REDEMPTION (BOOKING CRUISES, RENTAL CARS OR HOTEL STAYS)

- Purchase your cruise, rent your car or make a payment for your hotel stays with your Account. PNC Bank will issue a credit to your Account up to the dollar amount of each purchase based on the number of Miles available for redemption. You may also redeem for a portion of your travel purchase by redeeming at a lower Mile redemption level. If you request redemption and you do not have the Miles required available for Mile redemption at the Mile redemption level you requested, we will redeem at a lower Mile redemption level and post the maximum credit for that Mile redemption level to your Account.
- 2. To receive a credit, you must contact PNC within 60 days **after the date** the travel purchase **posts to your Account** to request redemption of your Miles at 1-877-459-9801 or redeem via the website at pnc.com/travelrewards or by using any other redemption method we offer.
- 3. A credit not greater than the travel purchase amount will appear on your Account within 5-7 business days after your redemption request is received.
- 4. You will receive a credit of fifty dollars (\$50.00) for every five thousand (5,000) Miles you redeem. You must redeem a minimum of 5,000 Miles and Miles may only be redeemed in increments of 5,000 Miles. There is no limit to the number of Miles you may redeem in any calendar year.

MONETARY CREDIT REDEMPTION

- 1. You may contact PNC at any time to redeem your Miles for a monetary credit at 1-877-459-9801 or redeem via the website at pnc.com/travelrewards or by using any other redemption method we offer. The monetary credit will be calculated based on the number of Miles you redeem and will be applied to your Account within 5-7 business days after your redemption request is received.
- 2. You will receive a forty dollar (\$40) monetary credit for each five thousand (5,000) Miles you redeem on your Account. You must redeem your Miles in increments of five thousand (5,000) Miles. Cash redemption is subject to a maximum of \$1,000 in monetary credits in any calendar year.

Visa Signature is a registered trademark of Visa International Service Association and used under license. **Business**Options is a service mark of The PNC Financial Services Group, Inc. PNC Bank, National Association (N.A.) is the creditor and issuer of the PNC Bank Credit Card. ©2013 The PNC Financial Services Group, Inc. All Rights Reserved.