

KeyBank Rewards Program Terms and Conditions

Prefatory Note: Certain changes to the Program have been made effective immediately, with other changes scheduled to occur in the future. Certain highlighted changes are bulleted below. Please carefully review this agreement for the full terms and conditions.

- After the Checking Enrollment End Date (as defined below) no unenrolled checking account will be eligible to be enrolled in the rewards Program.
- For Enrolled Checking Accounts, the Program will terminate at the end of the day **May 10, 2019**, meaning the ability to redeem Rewards Points relative to an Enrolled Checking Account will cease at the end of the day May 10, 2019, as further clarified in the definition Checking Redemption End Date.
- The ability to earn Rewards Points relative to an Enrolled Checking Account will cease at the end of the day **February 7, 2019**, as further clarified in the definition Checking Earn End Date.
- The ability to participate in the Program will continue for Eligible Credit Cards.

These terms and conditions (the “**Program Rules**”) are provided by KeyBank National Association (“**KeyBank**”) to govern the use of the KeyBank Rewards® 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.

Additional Definitions: The capitalized terms below shall have the meaning provided them when used throughout this agreement:

Checking Enrollment End Date: After 11:59:59 PM Eastern Standard Time November 8, 2018, no unenrolled checking account will be eligible to be enrolled in this rewards Program. For the avoidance of doubt, at any time on November 9, 2018, or anytime thereafter, no unenrolled checking account will be accepted for enrollment to the Program.

Checking Earn End Date: After 11:59:59 PM Eastern Standard Time February 7, 2019, signer(s) on an Enrolled Checking Account will no longer be able to earn Rewards Points for transactions or activities made with an Enrolled Checking Account or its related debit card(s), or made in relation to an Enrolled Checking Account. For the avoidance of doubt, at any time on February 8, 2019, or anytime thereafter, signers on an Enrolled Checking Account will no longer be able to earn Rewards Points for transactions or activities made by or in relation to an Enrolled Checking Account or its related debit card(s).

Checking Redemption End Date: After 11:59:59 PM Eastern Standard Time May 10, 2019, signer(s) on an Enrolled Checking Account will no longer be able to redeem Rewards Points earned by transactions or activities made with an Enrolled Checking Account or its related debit card(s) or earned in relation to an Enrolled Checking Account or its related debit card(s). For the avoidance of doubt, at any time on February 8, 2019, or anytime thereafter, signer(s) on an Enrolled Checking Account will no longer be able to earn Rewards Points for transactions or activities made by or in relation to an Enrolled Checking Account or its related debit card(s).

[Effective immediately after the Checking Redemption End Date, the preceding Section entitled Additional Definitions, together with the definitions of Checking Enrollment End Date, Checking Earn End Date and Checking Redeem End Date, will all be deleted in their entirety with no replacement.]

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.

[As of the Checking Redemption End Date, the preceding paragraph will be deleted in its entirety and the following paragraph will be added to this agreement in its place:

The only products eligible for this Program are credit cards as defined in Section II.2.]

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 is necessary. Once a product is enrolled, all Signers of such product are automatically enrolled into the Program.
2. **Enrollment.** Enrollment enables Rewards Points to begin accruing relative to an Enrolled Product and/or an Enrolled Signer.
 - a. **Enrolled Checking Accounts.** After the Checking Enrollment End Date KeyBank will cease allowing enrollment of checking accounts in the Program. If your checking account was enrolled in the Program prior to the Checking Enrollment End Date, it will be referred to in this Agreement as an “**Enrolled Checking Account.**” Enrolled Checking Accounts enrolled prior to the Checking Enrollment End Date will continue to participate in the Program until the Checking Redemption End Date, on the limited terms and conditions set forth in this agreement. Until the Checking Redemption End Date, the term Enrolled Checking Account may be included within the definition of **Enrolled Product**; however, after the Checking Redemption End Date, the term Enrolled Product will cease to include an Enrolled Checking Account.

[As of the Checking Redemption End Date, the preceding section II.2.a. shall be deleted in its entirety and replaced with the phrase “intentionally omitted”.]

- 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. Once enrolled, an Eligible Credit Card may be referred to as either an **Enrolled Credit Card** specifically or an **Enrolled Product** generally.

- 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 as set forth in Section II of Schedule II.2 (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. All access to a Rewards Account related to an Enrolled Checking Account will cease at the Checking Redemption End Date.

[As of the Checking Redemption End Date, the last sentence of the preceding section III lead in paragraph shall be deleted in its entirety with no replacement.]

- a. **Electronic access.** You must be enrolled in Key's electronic online banking which is known as Online Banking for consumer customer access and KeyBank Business Online for business customers. For information on how to access KeyBank's Online Banking or KeyBank Business Online website, and enroll if you are not yet enrolled, please visit www.key.com. Once you have entered Key's Online Banking website or KeyBank 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 KeyBank 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 KeyBank 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. Intentionally Omitted Section.
 5. **Signers and Primary Signers.** A “Signer” always refers to an individual and not to an entity, organization, trust or other business. Signers for Enrolled Products are further defined as follows:
 - a. **Signer on an Enrolled 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.

[As of the Checking Redemption End Date, the preceding section II.5.a. shall be deleted in its entirety and replaced with the phrase “intentionally omitted”.]

- 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 Enrolled Checking

Account. For an October 2013 Conversion Account, an October 2014 Conversion Account or an October 2016 Conversion Account, the Primary Signer will be the borrower, and all co-borrowers and/or guarantors will be considered other Signers.

[As of the Checking Redemption End Date, the preceding section II.5. c shall be deleted in its entirety and replaced with the following:

c. **Primary Signer.** For an Eligible Credit Card, the Primary Signer will be the borrower, and all co-borrowers and/or guarantors will be considered other Signers.]

6. **Annual Fee.** Commencing November 1, 2018, KeyBank will no longer charge an annual membership fee for the Program. Any Customer who was charged an annual membership fee on or after February 1, 2018, will receive a refund of a portion of such annual fee (relating to the period of time remaining in the prepaid period in which the full Program will not be operational). For illustrative purposes, a customer who paid a \$30 annual fee in the month of February 2018 would receive a refund of \$2.50 in February 2019, all as further illustrated in the chart below. All refunds pursuant to this paragraph will occur during the month of February 2019.

Annual Fee that was charged	Date Fee Paid/ Amount to be Refunded									
	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18
\$30 Fee	no rebate	\$2.50	\$5.00	\$7.50	\$10.00	\$12.50	\$15.00	\$17.50	\$20.00	\$22.50
\$40 Fee	no rebate	\$3.33	\$6.67	\$10.00	\$13.33	\$16.67	\$20.00	\$23.33	\$26.67	\$30.00

[As of the Checking Redemption End Date, the preceding section II.6 shall be deleted in its entirety and replaced with the phrase “intentionally omitted”.]

III. Earning Points.

1. **Generally.** If you are in the Program you may earn Reward Points associated with your Enrolled Products.

- a. Rewards Points associated with an Enrolled Checking Account **may be earned until the Checking Earn End Date, and after that no Rewards Points will be earned for activities associated with your Enrolled Checking Account**, specifically including activities outlined in Sections III,3, III.4, III.5 and III.6 or listed on the Points Guide or set forth in a Bonus Offer or Promotion as being related to an Enrolled Checking Account.

[As the Checking Earn End Date, the preceding subsection III.1.a. shall be deleted in its entirety and replaced with the phrase “intentionally omitted”.]

- b. Rewards Points associated with an Eligible Credit Card Account may be earned as set forth herein.
 - c. Transactions of authorized users of Enrolled Products may earn Rewards Points subject to the limitations set forth in this Section III; 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 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. Until the Checking Earn End Date,** 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.**” **The ability to earn these Activity and Bonus Points will cease at the Checking Earn End Date.** 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.

[As of the Checking Earn End Date, the preceding section III.4 shall be deleted in its entirety and replaced with the phrase “intentionally omitted”.]

5. **“Relationship Product” and Relationship Rewards Product Points for Consumer Customers with Enrolled Checking Account. Product Points (as hereinafter defined in this Section III.5) may be earned by opening a Relationship Product until the Checking Earn End Date; thereafter no Product Points may be earned.** 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:

“Relationship Product(s)” to Expand a Consumer Enrolled Checking Account Relationship
Savings Accounts (Key Gold Money Market Savings® Account and Key Silver Money Market Savings® 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.

[As of the Checking Earn End Date, the preceding section III.5 shall be deleted in its entirety and replaced with the phrase “intentionally omitted”.]

6. **“Relationship Product” and Relationship Reward Product Points for Business Customers with Enrolled Checking Account. Product Points (as hereinafter defined in this Section III.6) may be earned by opening a Relationship Product until the Checking Earn End Date; thereafter no Product Points may be earned.** 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.

“Relationship Product(s)” to expand a Business Enrolled Checking Account Relationship
Savings Accounts (Key Business Gold Money Market Savings® and Key Business Silver Money Market Savings® Account)
Business and Small Business Certificates of Deposit
Key Equipment Finance® 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.

[As of the Checking Earn End Date, the preceding section III.6 shall be deleted in its entirety and replaced with the phrase “intentionally omitted”.]

- 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-to-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 Product. 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 Enrolled Product.

IV. Rewards Account and Point Redemption

1. **Rewards Account Generally.** Each Enrolled 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 on an Enrolled Product you will have a rewards account

(“**Rewards Account**”), which is a pass-through account that allows access to the Rewards Points earned relative to any Enrolled Product for which you are a Signer as set forth in Section II above. Your Rewards Account number 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 Product 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 Product for activities and behaviors engaged in by the Signers of such accounts as set forth in Section III 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. 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”.

[As of the Checking Account Earn End Date, the last sentence of the preceding section IV.1 shall be deleted in its entirety.]

- 2. Rewards Account Mechanics.** Your Rewards Account will allow you to view all of the Rewards Points which have been earned relative to any Enrolled Product 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 an Enrolled Product 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 Product will be able to view and redeem all Rewards Points earned for the Enrolled 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.

[As of the Checking Redemption End Date, the preceding section IV.2 shall be deleted in its entirety and replaced with the following:

2. **Rewards Account Mechanics.** Your Rewards Account will allow you to view all of the Rewards Points which have been earned relative to any Enrolled Product 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 an Enrolled Product 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 Product will be able to view and redeem all Rewards Points earned for the Enrolled Products.]
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. The ability to view and redeem Rewards Points earned relative to Enrolled Checking Accounts ends upon the occurrence of the Checking Redemption End Date. The ability to view and redeem Rewards Points relative to Enrolled Credit Card Accounts shall continue unaffected by the foregoing sentence.

[As of the Checking Redemption End Date, the preceding section IV.3 shall be deleted in its entirety and replaced with the following:

3. **Redemption.** Rewards Points must be redeemed by a Signer on an Enrolled Product. 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 KeyBank 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.

[As of the Checking Redemption End Date, the preceding section IV.5 shall be deleted in its entirety and replaced with the following:

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 KeyBank Business Online, as applicable, or by calling the KeyBank Rewards Center. Additionally, the Rewards Points balance for the Enrolled Credit Card is available on the credit card billing statement; important information regarding the Relationship Rewards Program ("KeyBank Rewards Information") can be found at www.key.com/rewards.]

6. **Redemption Allocation and Expiration.**

a. Expiration Generally. 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. Notwithstanding the foregoing, as of the Checking Enrollment End Date any Reward Points previously earned relative to a Enrolled Checking Account and bearing an expiration date after May 10, 2019 will be re-assigned an expiration date of May 10, 2019. Further, any Rewards Points earned relative to an Enrolled Checking Account after the Checking Enrollment End Date will be assigned an expiration date of May 10, 2019. All unused Rewards Points earned relative to an Enrolled Checking Account expire at the Checking Redemption End Date.

[As of the Checking Redemption End Date, the preceding subsection IV.6.a shall be deleted in its entirety and replaced with the following:

a. Expiration Generally. 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.]

b. Redemption Allocation. Until the Checking Enrollment End Date, Rewards Points redeemed and/or expired, if applicable, will be based on a first-in, first-out process. After the Checking Enrollment End Date, any redemption will be made using your Rewards Points that have the earliest expiration date. No redemptions for Rewards Points earned relative to an Enrolled Checking Account will be permitted on or after the Checking Redemption End Date.

[As of the Checking Redemption End Date, the preceding subsection IV.6.b shall be deleted in its entirety and replaced with the following:

b. Redemption Allocation. Rewards Points redeemed and/or expired, if applicable, will be based on a first-in, first-out process.]

- c. 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. For October 2016 Conversion Accounts, converted Rewards Points will receive a four-year expiration period for such Rewards Points commencing as of October 10, 2016. 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 Products are in good standing. You will only earn Rewards Points as long as KeyBank, in its sole discretion, determines that your Enrolled Products are acceptable to KeyBank and are eligible for participation in the Program. An ineligible 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, or is otherwise unenrolled. For the avoidance of doubt all checking accounts, even those previously enrolled checking accounts, will become unenrolled as the of Checking Redemption End Date.
- 2. Cancellation and Discontinuation. For Enrolled Checking Accounts, as of the Checking Redemption End Date, the Program will be discontinued and terminated. Eligible Credit Card Accounts may continue to participate in the Program after the Checking Redemption End Date, as set forth in this agreement.** 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 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 Enrolled 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. **[As of the Checking Redemption End Date, the first two sentences of the preceding section VII.2. shall be deleted in their entirety with no replacement. The remaining sentences of section VII.2 shall remain in full force and effect.]**
- 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 Enrolled 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 within 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

Cash Back to Enrolled Checking Accounts or associated Debit Cards will no longer be available after the Checking Redemption End Date.

1. Until the Checking Redemption End Date, 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") but you

may not redeem Rewards Points after the Checking Redemption End Date to be applied to your Debit Card. However, Cash Back to your Enrolled Credit Card will be available after the Checking Redemption End Date. 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.

[As of the Checking Redemption End Date, the preceding Section X.1 shall be deleted in its entirety and replaced with:

1. You may redeem Rewards Points for cash back to be applied to your Enrolled Credit Card (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 Enrolled 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 Enrolled 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 II.2

I. **KeyBank Original Origination Credit Cards**

- A. **Consumer.** 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.
- B. **Business.** 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.

II. **KeyBank Conversion Credit Cards.** All of the credit card Accounts listed in this Section II shall be deemed a Conversion Account.

- A. **October 2013 Conversion Accounts.** 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 World Elite Mastercard
 - (4) Key Private Bank World Mastercard
 - (5) KeyBank Business Travel Rewards Mastercard
 - (6) KeyBank Business Rewards Mastercard bearing a plastic number with the first 6 digits of 547538
 - (7) KeyBank Key2More Rewards Mastercard bearing a plastic number with the first 6 digits of 548029, 552373 or 548853
- B. **October 2014 Conversion Accounts.** 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

C. **October 2016 Conversion Accounts.** Effective October 10, 2016, the following credit cards were converted from a separate rewards program into the KeyBank Relationship Rewards Program (herein collectively referred to as the “**October 2016 Conversion Accounts**”):

- (1) KeyBank World Mastercard Credit Card bearing a plastic number with the first 6 digits of 552437
- (2) KeyBank Platinum Rewards Mastercard Credit Card bearing a plastic number with the first 6 digits of 532914 and 529079
- (3) KeyBank Rewards Business Mastercard Credit Card bearing a plastic number with the first 6 digits of 552743

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

Version Effective November 9, 2018.