

Program Rules for Fidelity Investments® American Express® Card with WorldPoints® Rewards

This document contains the terms and conditions governing the WorldPoints® rewards program ("the Program") associated with the Fidelity® Retirement Rewards American Express® Card, the Fidelity Investments 529 College Rewards® American Express® Card, and the Fidelity® Investment Rewards® American Express® Card (collectively and individually "Card" or "Cards").

Please read these Program Rules carefully.

Establishing, maintaining or funding an account with (or any other relationship with) Fidelity Brokerage Services LLC or any affiliate of Fidelity Brokerage Services LLC (collectively, "Fidelity" or "Fidelity Investments") is not required to obtain a Card or to be eligible to use Points to obtain any of the rewards offered under the Program other than the Fidelity Rewards (as further described and defined herein). Because eligibility requirements for obtaining a Card and opening a Fidelity account may differ, neither FIA Card Services, N.A. nor Fidelity can provide you any assurance that you will be able to establish a Fidelity account to receive Fidelity rewards.

Fidelity Investments American Express Cardmembers are automatically enrolled in the Program at no additional cost. FIA Card Services, N.A. (also referred to as "our," "us," or "we") sponsors the Program.

Each Cardmember, joint Cardmember, and authorized user(s), if any, (referred to as "Cardmember(s)," "Participant(s)," "you," or "your") with a Card, may earn and use WorldPoints points ("Point(s)"): to obtain car rental and hotel rewards in the United States; U.S. and worldwide air travel rewards; cruise related rewards; a variety of specially selected travel rewards; merchandise, gift card or gift certificate rewards; cash rewards; or Fidelity rewards (collectively, "Rewards"); as full payment for goods or services available through us, the WorldPoints Redemption Center, or the MyConciergeSM service. A complete selection of Rewards is displayed online at www.fiacardservices.com/worldpoints (the "Site") and, upon request we will mail an abridged selection of merchandise rewards. Cash rewards and Fidelity rewards are obtained through FIA Card Services, N.A. Travel, merchandise, and gift card/certificate rewards are obtained through independent third parties. Rewards obtained through the MyConcierge service and Ultimate Access® rewards are fulfilled by third-party suppliers. Review and keep this document ("Program Rules"). The Program Rules are separate from the terms of your Credit Card Agreement: however, any Claim arising from participation in the Program is subject to the Arbitration provisions of the Credit Card Agreement. From time to time we may change the Program Rules. When any change is made, we will post revisions at the Site 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.

General Terms

- 1.** To participate in the Program, you must (a) maintain a Card that is open and has charging privileges, and (b) be an individual (no corporations, partnerships, or other entities).
- 2.** Point earnings are based on the new net retail purchase transaction volume (i.e., purchases less credits, returns, and adjustments) charged to the Card during each periodic billing cycle ("Billing Cycle") by the Participant(s) ("Net Purchase(s)"). You will earn two (2) Points for every one U.S. dollar (\$1) in Net Purchases made anywhere the Card is accepted. Points are calculated at each transaction, rounded to the nearest whole Point, and are subject to verification. Unauthorized transactions, including those made with a lost, stolen, canceled or fraudulent credit card; returns, or other transactions subject to credit or adjustment; balance transfers, cash advances, including the purchase of cash equivalents; credit insurance, credit protection, or debt cancellation charges; finance charges; fees; purchases made by or for a business or for a business purpose; out-of-network payments made through the Bill Pay Choice® service, and other similar transactions do not earn Points. All transactions made with the Card are subject to authorization and/or verification by FIA Card Services, N.A. From time to time, special promotions may feature Bonus Points. Details will accompany the offer.
- 3.** For new customers, accrual of Points will begin on your Enrollment Date. Enrollment Date means the date we mail the Card and the Credit Card Agreement to you. If you are an existing credit card customer and your credit card account is converted to the Program, you may not earn Points until

the first day of the Billing Cycle, beginning after you receive the Card(s). Points expire five (5) years from the end of the Billing Cycle during which the Points were earned.

4. Points accrued during any Billing Cycle in which the account is two cycles or greater past due at the end of the Billing Cycle will not be awarded.

5. The Billing Cycle statement will show your Points earnings. Points are not eligible for use until they have posted to your account. With the exception of their use in connection with obtaining the specific cash rewards or Fidelity rewards, Points have no intrinsic cash value, are non-negotiable, and cannot be redeemed for any benefit except those Rewards designated by us. Points are not property of any Cardmember or other person, and may not be brokered; bartered; attached; pledged; gifted; sold; or unless specifically authorized by us, transferred to anyone else under any circumstances, including, but not limited to: disability; death; upon operation of law, or in connection with any domestic relations dispute and/or legal proceeding. We shall have no liability for disagreements between Cardmembers regarding Points. Points cannot be used to pay off or pay down any credit card accounts issued by us. Discrepancies about Point earnings are not treated as credit card billing disputes: refer to your Credit Card Agreement or the annual Your Billing Rights notice for details about billing disputes. Our decisions regarding Point discrepancies shall be final. Unless specifically authorized by us, Points and Rewards may not be combined with other discounts, special rates, promotions, or other reward programs offered by us. Unless specifically authorized by us, Points cannot be transferred between any credit card accounts issued by us. Points and Rewards may not be combined with any other entity, including airline frequent flier, hotel frequent guest or other travel related or membership reward charge or credit card programs, whether in the U.S. or abroad. By calling the WorldPoints Redemption Center, you may purchase extra Points in 1,000-Point increments. You may purchase up to a maximum of 10,000 Points per billing cycle. A fee may apply. Any extra Points purchased are subject to all terms and conditions of the Program Rules, including those concerning Point expiration.

6. To obtain travel rewards, merchandise, gift card/certificate rewards, or cash rewards go to the Site or call the WorldPoints Redemption Center at 1.800.433.5662. To redeem Points for Rewards available through the MyConcierge service, or to make requests through the MyConcierge service without redeeming Points, go to the Site or call the WorldPoints Redemption Center at 1.800.433.5662. To redeem Points for Fidelity rewards to be deposited into your Fidelity account or to establish the mechanism for automatically redeeming Points for Fidelity rewards to be deposited into you Fidelity account, sign into fiacardservices.com/worldpoints or call 1.877.811.7088. Redeemed Points are deducted from your Points balance as of the date you request a Reward. Requests to redeem or convert Points may be made by the Cardmember and the authorized user(s), if any. Decisions made by us regarding Points redemption shall be final. Neither FIA Card Services, N.A., nor any of the independent third parties shall have any liability for fulfilling Reward requests in good faith in response to any person claiming authority on your behalf. You may designate anyone as the user of a travel reward, but all travel documents will be sent to your billing address. Merchandise rewards (including gift cards/certificates) can be shipped to any address you designate, subject to the shipping terms found at the Site or by calling the WorldPoints Redemption Center. For specific information about the fulfillment of cash rewards, Fidelity rewards or the conversion of Points, see the section of the Program Rules discussing this category of reward. MyConcierge Rewards may be issued to anyone you choose, subject to the terms contained in the MyConcierge Terms of Use.

7. Points redeemed for a merchandise reward may be credited back to your earnings if the Reward is returned in a timely fashion and in accordance with the procedures we specify. Travel rewards, gift card/certificate rewards, and MyConcierge rewards are considered fully redeemed once issued. No refunds, credits, or substitutions will be issued if improper proof of citizenship or naturalization result in denied boarding or entry when using a travel or MyConcierge reward. Cash rewards are fully redeemed once a check has been issued and mailed to you. We shall not be responsible for lost, stolen, or undelivered checks and substitute checks will not be made available. Once a Reward is issued and the value of any transaction(s) forming part of any or all of the Points used to obtain the Reward is either refunded, credited, or otherwise rescinded, we may, at our discretion, cancel reservations, void travel documents, interrupt the shipment of merchandise, stop payment on any check(s), and/or withhold subsequent Points, or collect any amount(s) you owe, in any appropriate manner, including, but not limited to, the posting of an equivalent dollar debit in the form of a cash advance transaction to your Card.

8. If a Cardmember voluntarily closes the Card account or we close the Card account, all unused Points are immediately and irrevocably forfeited. We reserve the right to disqualify anyone from participation in the Program, refuse to award or redeem Points, and close your Card if, in our sole judgment, you or any other person(s) using the Card, have violated any of the Program Rules, including but not limited to acts of fraud or other abuse. You are responsible for all transactions and

other activities resulting from the use of your WorldPoints. You must immediately notify us of any actual or suspected unauthorized use of your account.

9. We may, at any time, without prior notice, (a) change, limit, or terminate any aspect of the Program; (b) terminate the Card Program in its entirety; (c) amend the Program Rules, benefits or features, in whole or in part; (d) may discontinue or replace any Reward with a similar one of lesser, equal, or greater value; (e) may modify, delete or terminate any or all of the Program, the Program Rules or any portion thereof, any or all of the participating partners (if any), Rewards, benefits, or special offers if applicable; or (f) terminate a Cardmember's participation in the Card Program for any reason. Changes may affect outstanding transactions and Points, and may include, but are not limited to, the earnings rate for Points, the number of Points required to redeem Rewards, the number of Points required for any Reward, the type of transactions qualifying for Points, the type or value of Rewards, the expiration date of Points and the maximum number of Points that may be earned per month or year, or otherwise, if applicable. Any of the foregoing actions may be taken even if such actions affect the value of Points already earned. The program is not scheduled to end on a predetermined date.

10. We are not responsible for delayed or lost correspondence sent by U.S. mail or any other form of delivery, including e-mail. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, theft, destruction, or unauthorized access to, or alteration of Points accrued and redeemed or other Program activities. For information about our rights and your responsibilities regarding the online portion of the Program, see the Terms of Use at the Site.

11. Suppliers of goods and services are independent contractors and are neither agents nor employees of FIA Card Services, N.A., American Express, or any of their affiliates; or any group, organization, or entity endorsing a credit card program issued by FIA Card Services, N.A. FIA Card Services, N.A. neither offers, endorses, nor guarantees any of the goods, services, information, or recommendations provided by third parties to you.

12. Independent third parties manage the merchandise and gift card/certificate rewards portions of the Program. An independent third party travel agency, registered to do business in California (Reg. No. 2036509-50); Ohio (Reg. No. 87890286); Washington (6011237430) and other states, as required, manages the Travel portion of the Program. The cash rewards and Fidelity rewards portions of the Program are managed by FIA Card Services, N.A. The MyConcierge rewards portion of the Program is managed by LesConcierges, Inc. ("LesConcierges")

13. You agree to release FIA Card Services, N.A., the independent third parties, LesConcierges, and each of their respective affiliates and subsidiaries from all liability for injury, accident, loss, claim, expense or damages sustained by you, and in the case of a travel or MyConcierge reward, anyone traveling with you or without you, in connection with the receipt, ownership, or use of any Reward. The foregoing entities shall not be liable for consequential damages, and the sole extent of liability, if at all, shall not exceed the actual value of the Reward. We are not responsible for typographical errors and/or omissions in any Program document.

14. You are responsible for determining any tax liability arising from participation in the Program. It is your responsibility to ensure that any deposits made by FIA Card Services, N.A. to your Fidelity account are eligible contributions and do not violate the terms of your Fidelity accounts, applicable IRS contribution rules or limitations or other applicable laws or regulations. FIA Card Services, N.A. is not responsible or liable for any tax penalties.

Consult your tax advisor concerning tax consequences. The Program is subject to government approval and is void where prohibited by law. All aspects of the Program are governed by the laws of the State of Delaware, without any reference to its choice of law provisions.

Fidelity rewards

Fidelity rewards are different from cash rewards. Cash rewards may be made at a lower redemption rate than Fidelity rewards. If you are interested in cash rewards, please refer to the cash rewards section for instructions on how to redeem points for Cash rewards.

You can redeem Points for Fidelity rewards, which are deposits into a Fidelity account you designate ("Designated Fidelity Account"). You are solely responsible for the accuracy of the data you provide in connection with designating a Fidelity account, including the account number of the Designated Fidelity Account. You are solely responsible for ensuring that the Designated Fidelity Account can accept deposits on your behalf, that under applicable tax law, you are eligible to make contributions to that account for the year that the deposit is made, and that the deposits otherwise comply with applicable laws and regulations. Not all Fidelity accounts are eligible to receive deposits. For example, you should not designate an employer-sponsored retirement plan account as a Designated

Fidelity Account because such account generally permits only employer and salary deferral contributions. Neither FIA Card Services, N.A. nor Fidelity Investments shall have any liability arising out of the accuracy of the data you provide or your designation of a Designated Fidelity Account to receive deposits.

1. In order for a deposit to be sent by FIA Card Services, N.A. to your Designated Fidelity Account, your Card must be open and have active charging privileges.
 - a. To set up automatic Points' redemption for payment to a Designated Fidelity Account, you must designate a Fidelity Account that is both open and funded (a "Linked Account") on the Card application, via the online redemption portal for the program or by calling the number on the back of your Card. If you provide the account number of a Designated Fidelity Account on the Card application, that account will be designated as a Linked Account automatically. If you did not provide a Designated Fidelity Account with your application, you will be able to link a Designated Fidelity Account via the online redemption portal at fiacardservices.com/worldpoints by entering the requested information in the fields shown (this will include your Designated Fidelity Account number).
 - b. Once a Linked Account has been designated, if your Card is open and has active charging privileges and if you have at least 5,000 Points available, FIA Card Services, N.A. will initiate an electronic transfer of funds to the Linked Account at the end of each calendar month. The deposit will be made in U.S. dollars in an amount equal to the Points balance multiplied by 1% (\$0.01 USD) and the Points will be deducted from your Points balance. There may be a lag of up to thirty (30) days between the redemption of the Points and the deposit to the Linked Accounts.
 - c. Only one Designated Fidelity Account can be designated as a linked account on the credit card application. After your Card is opened, you may choose to link additional Designated Fidelity Accounts. If you designate additional Linked Accounts, you will be asked to specify on a percentage basis how the electronic funds transfer should be distributed among all your Linked Accounts. This total allocation must equal 100% and the amount allocated to any one Linked Account can be no smaller than 20% of the total distribution.
 - d. You may choose not to designate a Linked Account or choose to de-link a Designated Fidelity Account. You may choose to turn off the automatic redemption, in which case Points will be redeemed only upon your request. This request can be made through the online redemption portal or by telephone.
 - e. Points have no cash value, but will be converted using the conversion formula in effect at the time the Points are redeemed. Currently when converted as described above, accrued Points are converted into a Fidelity Reward at the rate of \$0.01 USD for every Point. We will transfer the dollar-based value of your redeemed Fidelity Reward to your Linked Account(s), via the Automated Clearing House ("ACH") network or such other means as we determine within thirty (30) days following the date the Points were redeemed.
 - f. Fidelity rewards are fully redeemed once a deposit into your Designated Fidelity Account has been completed. Once a cash reward is issued and the value of any transaction(s) forming part of any or all of the Points used to obtain the cash reward is either refunded, credited, or otherwise rescinded, we may, at our discretion, cancel any deposit, and/or withhold subsequent Points, or collect any amount(s) you owe, in any appropriate manner, including, but not limited to, the posting of an equivalent dollar debit in the form of a cash advance transaction to your Card. Decisions made by us regarding Points redemption shall be final. Neither FIA Card Services, N.A. nor Fidelity Investments shall have any liability for fulfilling Reward requests in good faith in response to any person claiming authority on your behalf.
 - g. FIA Card Services, N.A. cannot guarantee that Fidelity Investments will accept deposits from FIA Card Services, N.A. on your behalf. If a deposit is rejected for any reason, the deposit will be considered void and the Points used to obtain the Reward will be reinstated to your Card account and FIA Card Services will notify you by email.
 - h. If your Card is closed before the Points can be reinstated to your account, the Points will be forfeited (except if your Card has been reported lost or stolen, subject to verification).

2. Obtaining a Card does not establish a Designated Fidelity Account nor does it guarantee that you will be able to establish or maintain such account.

3. We impose no limit on the number of reward redemptions you may complete each year. If an adjustment to your Points total, whether due to error, refund, credit, or other form of rescission causes you to receive more credit to your Fidelity Account than you were otherwise entitled to, you agree you may owe FIA Card Services, N.A. the value of such excess. Questions regarding the accrual of Points and remittance of Fidelity Reward contributions into your Fidelity account will be resolved by FIA Card Services, N.A. Following the deposit of your Fidelity rewards contribution from FIA Card Services, N.A. to a Linked Account, FIA Card Services, N.A. shall not be responsible or liable for the administration of this contribution; at that point any questions should be directed to Fidelity. **It is your responsibility to ensure that contributions made by FIA Card Services, N.A. to your Linked Account on your behalf do not violate the terms of your Fidelity account or applicable laws or regulations, including IRS rules and limitations applicable to contributions to tax-advantaged retirement and higher education savings accounts.** FIA Card Services, N.A. is not responsible or liable for any tax penalties, fines, or charges imposed on you due to any such violation. FIA Card Services, N.A. reserves the right to change or cancel this redemption option at any time.

4. Deposits into a tax-advantaged individual retirement account will be considered and reported to the IRS as a current year contribution made by the IRA account owner for the year in which the deposit is made to such account. Owners of tax-advantaged individual retirement accounts (IRAs, Rollover IRAs, SEP-IRA and Roth IRAs) generally must meet certain requirements to be eligible to make annual contributions to the retirement accounts, including any Fidelity rewards deposits. These requirements are based on applicable Internal Revenue Service rules which can vary based upon type of account and the individual's circumstances.

A) **It is the Cardmember's responsibility to ensure both that he or she is eligible to contribute to the Designated Fidelity Account, including Fidelity reward deposits, and that those deposits, together with any other contributions, do not exceed any applicable IRS limits on contributions to such account. You may refer to the account information that was provided when your account was opened, visit www.fidelity.com for more details on Fidelity accounts and applicable eligibility requirements, or consult with your tax adviser.**

B) Owners of tax-advantaged retirement and 529 accounts are subject to applicable IRS annual and maximum contribution limits, respectively.

C) Amounts, including Fidelity reward deposits, contributed to the Designated Fidelity Account that are ineligible contributions or that exceed applicable annual contribution limits will generally result in excess contributions. Such excess contributions, if not timely corrected, may subject the account owner to IRS excise taxes. The owner of a tax-advantaged retirement account remains responsible for ensuring that excess contributions do not occur. If an excess contribution does occur in a tax-advantaged retirement account, the account owner remains responsible for correcting the excess in accordance with applicable IRS requirements along with satisfying any resulting taxes and penalties. If an excess contribution occurs in a tax-advantaged 529 account, the excess amount will be returned to the 529 account owner. However, Fidelity Investments reserves the right, but not the obligation, to not accept a deposit from FIA Card Services, N.A. for redeemed Points where, based on information in Fidelity's records, it appears that such deposit will result in an excess contribution to a tax-advantaged retirement or 529 account.

Travel Rewards

Basic Air Rewards

We describe all basic air rewards ("Basic Air Rewards") both in terms of the number of Points required and a corresponding maximum dollar value ("MDV"). If the air reward you wish to obtain conforms to our specified booking terms, and does not exceed the corresponding MDV, it will be considered a Basic Air Reward. If the dollar cost of an air reward you wish to obtain exceeds the MDV, you may obtain a flex air reward ("Flex Air Reward"). MDV includes all taxes, destination fees and the September 11th security fee. An additional fee may apply to all Basic Air Rewards and a redemption fee will apply to all Basic Air Rewards redeemed via telephone. The amount of such fee(s) will be disclosed at the point of redemption. The number of Points and corresponding MDV required for coach-class Basic Air Rewards are: within the 48 continental states of the U.S.: 25,000/\$400; from the 48 states to Canada, Mexico, Puerto Rico: 35,000/\$600; from the 48 states to Alaska, Hawaii, the Bahamas, Bermuda or the Caribbean: 45,000/\$600; from the 48 states to Europe: 60,000/\$800; and from the 48 states to Central or South America, Asia, Africa, or the South Pacific: 85,000/\$1,150. The number of Points and corresponding MDV required for first- or business-class air rewards from the 48 states to any location listed above, are: 100,000/\$1,500;

135,000/\$2,000; 200,000/\$3,000; 265,000/\$4,000; 335,000/\$5,000. References to the 48 states include travel to the District of Columbia. Round-trip ticketing must be made through the WorldPoints Redemption Center on the same U.S. carrier, approved by the Airline Reporting Corporation. Unless redeeming Points for first- or business class travel, the ticket will be coach-class and the lowest fare available through the travel provider at the time of booking. Reservations and ticketing require at least 21 days' advance notice and must include a Saturday night stay. Most international travel: stay at least 7 but no more than 30 days. Check requirements when booking. Stopovers of more than 4 hours are not permitted and there is no limit on connections. Actual travel dates/times are subject to availability of coach-, business-, or first-class airfare, as applicable. Air rewards are not refundable (see General Terms, Paragraph 7, above). Miscellaneous costs, including, but not limited to, excess baggage, gratuities, insurance, and airline amenities, are your responsibility.

FlexAir Rewards

If the air reward you wish to obtain does not conform to the Basic Air Reward terms described above (e.g., lowest fare available by the fare provider at the time of booking exceeds the corresponding MDV, less than 21 days advance notice, no Saturday night stay, stopping in multiple cities, selecting a specific airline, an international stay lasting less than 7 or longer than 30 days, or similar special requests), the reward will be considered a Flex Air Reward. Flex Air Rewards begin at 15,000 Points, but have no corresponding maximum dollar value. You must obtain Flex Air Rewards by redeeming Points. If the Points value of a Flex Air Reward exceeds your points available, you may purchase the additional Points required to obtain the Reward by charging the cost of the Points to your Card and earn Points for the transaction. Price of the Reward will be determined at the time of redemption.

Additional Points purchased for a Flex Air Reward are not required to be in increments of 1,000 and do not have a limit on the number you may purchase. A Flex Air Reward value includes all taxes and destination fees. Flex Air Rewards are not refundable (see General Terms, Paragraph 7, above). Miscellaneous costs, including, but not limited to, excess baggage, gratuities, insurance, and airline amenities, are your responsibility. Check requirements when booking, a fee may apply.

Car Rental & Hotel Rewards

All reservations and payments related to WorldPoints car rental and hotel rewards must be made through the WorldPoints Redemption Center. Rent any size vehicle for any number of days with pickup and return to the same rental location within the U.S., using Points and in some instances, Points in combination with the use of the Card. 5,000 Points = \$50 MDV. Hotel rewards are available at participating properties in the U.S. Use your Points, and in some instances, Points in combination with the use of the Card to obtain accommodations. 5,000 Points = \$50 MDV. For every 5,000 Points you use to obtain an eligible car rental or hotel reward, you will receive a \$50 credit toward the cost of the rental of any available vehicle or towards the cost of the hotel accommodations. Redeem as many \$50 credits as you choose toward your car rental or hotel award arrangements. For example, if the cost of the car rental or hotel reward is \$140 and you have 15,000 Points available to redeem, you may use two (2) \$50 credits and charge the remaining \$40 to your Card, or you may use three (3) \$50 credits. In the case of the latter, your account will not receive credit of any kind (e.g., monetary credit or Points) for unused Points. Points are redeemable only in increments of 5,000. Advance reservations of at least 7 days are required and all travel arrangements are subject to availability. Miscellaneous costs are your responsibility. No minimum stay requirement. You must meet credit, age, and driver requirements in effect at the time and place of car rental or at the time of reservation or check-in. We process a credit transaction to your Card within five business days after you make your reservation. The credit will equal the MDV of the Points you have used to obtain the rental, or the actual cost of the Reward, whichever is less. Present your Card upon arrival and when returning the vehicle or upon arrival and when you check out. When you return the vehicle or check out, a debit transaction equal to the dollar value of the complete rental cost or the total dollar value of your room bill will be charged to the Card by the rental agent or the hotel. Costs not covered by the car rental reward (e.g., optional charges, including but not limited to refueling, optional/supplementary liability insurance, personal effects coverage and loss damage waiver, dropoff charges, late-return fee, additional driver fee, and/or excess mileage fees; or you upgrade the vehicle category, personal charges, food and beverages, additional person(s), and other optional and incidental expenses, or you upgrade the room category) will be included in the debit transaction and are your responsibility: you earn Points for additional costs charged to the Card. If you do not use the Reward the credit adjustment remains but Points used to obtain the Reward are not reinstated.

Cruise-Related Rewards

You may redeem Points and save on the cost of cabin accommodations or shipboard expenses. All reservations and payments related to WorldPoints cruise-related rewards must be made through the

WorldPoints Redemption Center. For every 25,000 Points you redeem, you will receive a (\$250) discount on the cost of your shipboard cabin accommodations. 25,000 Points = \$250 MDV. For every (\$100) of shipboard credit you request, you must redeem 10,000 Points. 10,000 Points = \$100 MDV. Discount and shipboard credit rewards may not be available on all cruise lines, check at the time of reservation. Cruise-related rewards may not be used retroactively or to pay the cost of cruise deposits. The cruise discount will not be effective until you have tendered final payment for the travel arrangements. The appropriate number of Points you wish to redeem will be deducted from your total Points earnings when you authorize the billing of the deposit for the reservation to your Card. The amount of the discount may not exceed the total cost of your cruise arrangements. Miscellaneous charges, including, but not limited to beverages and meals; port charges; taxis and other ground transportation; items of a personal nature (e.g., laundry, dry cleaning, telephone, telefax, internet fees, photographs, medical services, spa services, etc.); excess baggage charges; gratuities; insurance and any other carrier amenities are not eligible for direct offset with the use of cruise-related rewards, unless such charges are included in the cost of the travel arrangements as quoted by the cruise line operator, or, if such charges are to be paid through use of your shipboard credit portfolio. There are no exchanges or refunds for no-shows or unused portions of travel arrangements obtained with the use of cruise-related rewards. If you cancel your travel plans and cancellation fees are assessed, those fees shall be payable with your Card. Cruise-related rewards cannot be used to pay any portion of cancellation fees. Once a deposit has been paid, we reserve the right to charge you a cancellation fee. If the cruise operator cancels the cruise you have booked, then all or part of the Points used in connection with the booking may be reinstated to your Points earnings at your request. Points which have been reinstated under these circumstances will expire in accordance with the terms of the Program.

Special Travel Rewards

From time to time, Cardmembers may receive opportunities to use their Points for select travel rewards: these rewards may include, but are not limited to cruise and vacation package arrangements. These offers shall be subject to special terms and conditions, which will be disclosed when the rewards are advertised. Special terms may include the cruise line and/or vacation supplier's cancellation and refund policies. We will determine the specific Point redemption level based on the value of each reward.

Merchandise and Gift Certificate Rewards

Redeem Points for merchandise, gift cards or certificate selections at the Site or from the current printed pamphlet. The selection of items and the number of Points needed to obtain them may change at any time. Rewards are shipped prepaid. Subject to authorization, returns or exchanges must occur within 10 days of your receipt of merchandise rewards and we pay shipping when we arrange returns of unsatisfactory, damaged, or defective Rewards. Rewards are subject to availability. Goods of equal or similar value may be substituted if the item you select is unavailable. Featured goods may not necessarily reflect exact colors or models due to printing variation and/or manufacturers' model or style updates or photo facsimile used for general representation of merchandise. Restrictions may apply to the availability of some Rewards, such as federal, state, or local regulations or minimum age requirements. Purchase protection or extended warranty coverage associated with your Card is not applicable to Rewards. Warranty, service and/or support for goods may be available to you directly from the merchants, not from us or the third parties. Most stock items ship within 48 business hours from receipt of your order, unless advised otherwise. Rewards are sent to street addresses, no PO Boxes. Requests for delivery outside the continental U.S., or expedited delivery, are subject to additional shipping charges, if the service is available. Complete details about shipping, including information about direct shipments from suppliers; large freight items; damaged or incomplete shipments, and details about exchanges and refunds are found at the site and by calling the WorldPoints Redemption Center. Gift card or certificate expiration dates vary by independent retailers. A gift card or certificate must be surrendered at the time it is used, and no photocopies or other facsimiles of a gift card or certificate will be honored. Each merchant has the right to place restrictions on the use of its gift cards or certificates. Any additional costs, if applicable, for taxes, gratuities, alcoholic and non-alcoholic beverages are left to the discretion of the merchant. The merchant determines the disposition of unused portion(s) of gift cards or certificates. Gift cards and certificates are not exchangeable, refundable, transferable, or redeemable for cash and cannot be replaced if lost or stolen. Any unused portion will not be returned as cash unless it is the policy of the merchant to do so. Gift cards/certificate rewards are void where prohibited by law. Use of any gift card or certificate is subject to any additional restrictions contained on or with the card or certificate.

Cash Rewards

Cash Rewards are different from Fidelity rewards. Cash rewards may be made at a lower redemption rate than Fidelity rewards. If you have a Fidelity account please refer to the Fidelity rewards section if you are interested in learning how to redeem points for deposits into that account.

Redeem Points for a variety of cash rewards either at the Site or by telephoning us.

A cash reward shall be issued in the form of a check for a predetermined U.S. dollar sum in the form of a check or an electronic deposit to a checking or savings account of your choice. Cash reward checks are not issued automatically; checks will be issued only upon request of the Cardmember.

The check will be made payable to the one (1) individual designated by us as the Primary Cardmember, i.e., the check will not be made payable to either a joint Cardmember or an authorized user(s), if any. Each check is mailed to the Primary Cardmember's billing address via first-class U.S. mail within fourteen (14) business days of receipt of the request. Requests for multiple checks are processed and mailed separately. Each check will be valid for ninety (90) days from its date of issue. The expiration date will appear on the check. A check that is not presented for payment before the expiration date will be void. In such cases, the cash reward will then be awarded as a statement credit posting to your Card within two Billing Cycles following the expiration date and will be applied to your existing balance with the lowest priced Annual Percentage Rate (APR).

If your Card is closed before a check is drawn, or a statement credit appears, then the cash reward will be forfeited (except if your Card has been reported as lost or stolen, subject to verification).

Receipt of a cash reward check or the appearance of a statement credit does not affect your responsibility to pay your Total Minimum Payment shown on each Statement you receive from us. There is no yearly limit to the number of checks you may receive.

If you redeem Points for an electronic deposit into a checking or savings account, the deposit will then be sent by us to the checking or savings account you have indicated within fifteen (15) business days. Electronic deposit redemptions are final once processed. If an electronic deposit is rejected for any reason from the date it was sent to your designated account Financial Institution, the deposit will be considered void and the Points used to obtain the reward will be reinstated to your Card. If your Card is closed before the Points can be reinstated to your account, then the cash reward will be forfeited (except if your Card has been reported as lost or stolen, subject to verification). We cannot guarantee that your Financial Institution will accept an ACH from us on your behalf. If an electronic transfer is refused for any reason, we will notify you via email within 15 days of your request at the email address designated by you at the time of your redemption.

Currently available cash rewards and their respective Point requirements are:

2,500 Points = \$12.50 Cash Reward

5,000 Points = \$25 Cash Reward

7,500 Points = \$37.50 Cash Reward

10,000 Points = \$80 Cash Reward

15,000 Points = \$120 Cash Reward

20,000 Points = \$160 Cash Reward

25,000 Points = \$250 Cash Reward

35,000 Points = \$350 Cash Reward

50,000 Points = \$500 Cash Reward

MyConcierge Rewards

Redeem Points for goods and services available through the MyConcierge service. Points may be used as full payment to obtain a Reward through the MyConcierge service. If the points value of a Reward through the MyConcierge service exceeds your points available, you may pay the difference between the cost and your points available in order to obtain the Reward. Rewards may be subject to special terms and conditions that will be disclosed when the goods and/or services are requested. Special terms may include the reward supplier's cancellation and refund policies. We will determine the specific Point redemption level based on the dollar value of each Reward.

From time to time, Cardmembers may receive opportunities to redeem their Points for services available through MyConcierge. At the time of selecting a service through MyConcierge, you may be eligible to redeem points towards a statement credit on your Card to help offset the purchase cost of your service. Point values, and the corresponding statement credit, will be determined at the time of redemption. The credit will appear on your Card billing statement within 3-5 business days after

making your arrangements with MyConcierge, and will be applied to your existing balance with the lowest priced Annual Percentage Rate (APR). Any retail charges related to your arrangements will post in accordance with the service provider's policy and your Credit Card Account Agreement. Statement credits are not posted as payments; you must continue to make your minimum monthly payment shown on your billing statement. If your Card is closed before the statement credit posts to your account, then the Reward will be forfeited (except if your Card has been reported as lost or stolen, subject to verification).

MyConcierge Personal Concierge Service

WorldPoints rewards credit card customers (this includes you, your spouse, and your dependents, under 22 years of age) are provided with access to the MyConcierge personal concierge service, for personal use only. You will be asked to verify your status as a WorldPoints credit card customer whenever you use the MyConcierge service: you should take proper precautions to keep your verification information confidential. The MyConcierge service will make every reasonable effort to help you with planning an occasion or taking care of personal needs, whether you're at home or on the road. Goods and services obtained through the MyConcierge service may be purchased, or, if you qualify, you may pay in full using WorldPoints points ("Point(s)"). The MyConcierge services are provided by LesConcierges. Requests for assistance can be made at the Site or by telephoning LesConcierges 24 hours a day, 7 days a week. From outside the U.S., call collect to: 415.263.6031. Requests made through any means other than the foregoing may result in additional fees and/or charges. Under no circumstances may Points be used to pay additional fees or charges of any kind.

By using the MyConcierge service, you agree to be bound by the terms and conditions appearing (a) in this document if you access the MyConcierge service by telephone and/or (b) at the MyConcierge web site if you use online access (collectively, the "Terms of Use"). All information provided by you is provided directly to LesConcierges, Inc. Information gathered from you in connection with your use of the MyConcierge service will be subject to the terms of the FIA Card Services, N.A. Privacy Policy accompanying your credit card, and also appearing on the Site. Any waiver of any of the provisions of the Terms of Use and/or the Privacy Policy referred to above must be in writing and signed by an authorized representative of FIA Card Services, N.A.

You may cease use of the MyConcierge service for any reason and at any time; provided, however, that you will be responsible for all charges made at your request prior to such termination. Just as you may choose to stop using the MyConcierge service, we may terminate your access to the MyConcierge service at any time if you violate any of the Terms of Use or if we believe that your WorldPoints account is being used in an unauthorized or fraudulent manner. If we terminate your access to the MyConcierge service, your agreement to the Terms of Use means you will not hold us responsible for the termination.

The MyConcierge Terms of Use may change. When such changes are made, we will notify you in writing and post revised Terms of Use at the MyConcierge Web site. If you use the MyConcierge online service, it is your responsibility to review the online Terms of Use from time to time to be aware of any change. Your continued use of the MyConcierge service will indicate your agreement to any change. We cannot guarantee that information provided through the MyConcierge service will always be accurate or up-to-date; or that you will have continuous access to the MyConcierge service. The MyConcierge service materials may include technical inaccuracies or typographical errors. We reserve the right to add to, remove, or change any of the content or functions of the MyConcierge service without giving specific notice to you.

We have no control over the quality, safety, or legality of any products or services purchased by or for you via the MyConcierge service. We do not have control over the truth or accuracy of any advertisements or promotions of any merchants. You should pursue any problems or grievances you may have directly with the responsible merchants.

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of them and the officers, directors, employees, and agents of each of them from and against any and all third party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or related to any breach by you of the Terms of Use or any use of the MyConcierge service by you or by anyone using your WorldPoints Card account. If you make a purchase using the MyConcierge service without redeeming Points, it is your responsibility to make full and timely payment. FIA Card Services, N.A., American Express Travel Related Services Company, Inc. and/or LesConcierges, Inc. shall not be responsible for any consequences due to your failure to remit payment. If there should be an error in the information provided by the MyConcierge service to the merchant it is still your responsibility to pay for the purchase, unless the purchase was made solely with the use of Points. You agree that in order to process your transactions, the information you provide will be disclosed to merchants and other parties involved in your transaction. Examples of such information include your shipping address, Card account number and billing information. You acknowledge that FIA Card Services, N.A., American Express Travel Related Services Company, Inc. and LesConcierges have no control over, and no responsibility or liability for, the use by any merchants of personal information or any other information that such merchants independently acquire from you, or that is given to such merchants to process your transactions. The Terms of Use will be construed and interpreted in accordance with the laws of the State of Delaware, without reference to its conflict-of-laws rules. You will comply with all applicable laws, statutes, ordinances, and regulations, either within or outside the United States, which may apply to your use of the MyConcierge service and your purchase and use of goods and services. You acknowledge that various goods or services offered from merchants may be prohibited in your geographic area. These Terms of Use are in addition to the terms of your WorldPoints Credit Card Agreement, including its provisions regarding the use of arbitration to resolve Claims (as defined in the Credit Card Agreement).

Evaluation of each application's eligibility for a credit card was determined by FIA Card Services, N.A.

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