



PNC Cash RewardsSM Visa Signature[®] Business Card Rewards Program

Terms and Conditions as of June 20, 2015

BASIC TERMS DEFINED

Account	The PNC Cash Rewards Visa Signature Business Card account opened at Company's request
Billing Cycle	A billing cycle or billing cycles of your Account
Company	A corporation, partnership, proprietorship or other organization or entity that has opened an Account with PNC Bank
Card	A PNC Cash Rewards Visa Signature Business Card that is eligible to participate in the Program
Employees	Employees, officers, directors, and/or agents of the Company who have been authorized by the Company to use the Cards on Company's behalf
Program	The cash rewards program offered by PNC Bank
Rewards	The rewards Company earns for Net Purchases that can be redeemed for a statement credit or deposit to an eligible PNC Bank account
We, our, us, PNC Bank	PNC Bank, National Association, which issues your Card
You, your	The Company and/or Employee authorized to use a Card on Company's behalf

Any use of your Account will constitute your acknowledgement of and agreement with these Terms and Conditions.

Please read these Terms and Conditions carefully.

ELIGIBILITY

To be eligible to participate in the Program, you must be a U.S. resident residing in the U.S. and the Account must be in good standing. This means that the Account is open, is not deemed by PNC Bank to be delinquent, and has not exceeded the approved credit limit.

We may decide, in our sole discretion, whether any particular Card or Employee is eligible to participate in the Program.

EARNING REWARDS

Company will earn Rewards when a Card is used by Company and/or Employees for Net Purchases. The Reward amount earned each Billing Cycle is calculated by multiplying the combined Net Purchases of all Cards for that Billing Cycle by one and one half percent (1.5%). Reward amounts will be rounded up to the nearest cent.

NET PURCHASES

"Net Purchases" means purchases of goods or services made using a Card, minus merchant credits and plus or minus appropriate purchase adjustments posted to your Account. The term "Net Purchases" does not include (A) finance charges, annual membership fees, balance transfers, transactions made at a financial institution (such as purchasing gift cards, money orders or travelers' checks or making loan payments), cash advance transactions (including access checks, ATM disbursements, and automated teller or cash equivalent item transactions), insurance premiums for insurance products obtained through PNC Bank or our affiliates, debt cancellation fees, late fees, overlimit fees, and other fees and charges assessed on your Account; or (B) purchases made at merchants with gambling, gaming or other non-eligible merchant category codes. PNC Bank reserves the right to exclude other merchant category codes at our discretion. A merchant category code is a code assigned to a merchant by its credit card processor to identify the merchant's type of business. PNC Bank assumes no responsibility for the accuracy of the category code assigned to any merchant.

Rewards will be updated monthly on your Account statement. Each month your Account statement will reflect the status of your Rewards, including beginning balance, Rewards earned that Billing Cycle, Rewards redeemed and ending balance.

Rewards earned on your Account have no cash value until redeemed and cannot be used as payment for obligations owed to PNC Bank or our affiliates. There is no limit to the number of Rewards you may earn.

ADJUSTMENTS TO EARNED REWARDS

Any returns, credits, or chargebacks (each an "Adjustment") related to Net Purchases earn "negative" Rewards and such negative Rewards will reduce the total earned Rewards on your Account. The amount by which the total earned Rewards on your Account will be reduced will equal 1.5% of the amount of the Adjustment.

FORFEITING REWARDS

Rewards earned, but not redeemed, on an Account not in good standing and/or on an Account that reaches 60 days of delinquency will be forfeited. You are not entitled to compensation from us or any other entity, when your Rewards are forfeited for any reason.

REDEEMING REWARDS

The Company, and any Employees specifically authorized by the Company, may redeem Rewards for a monetary credit or deposit to an eligible PNC Bank account by calling PNC Bank at the Customer Service number on the back of the Card, or by using any other redemption method we offer. Rewards may be redeemed for:

- a. **A monetary credit to the Account.** A monetary credit will be applied to the Account within 7 business days after a valid redemption request is received. The monetary credit is not a payment on the Account. You must still make at least your required minimum payment in accordance with the agreement that governs the Account.
- b. **A deposit to an eligible PNC Bank business checking account or PNC Bank business savings account.** The deposit will be made to the checking or savings account within 7 business days after a valid redemption request is received.

We may, in our sole discretion, permit Company to redeem Rewards for a monetary credit to other accounts the Company has at PNC Bank or one of its affiliates. Any such redemption will be subject to any restrictions or limitations as we may set.

Rewards will be redeemed on a first in, first out basis and there is no limit to the number of Rewards you may redeem in any calendar year. Rewards are not transferable and all redemptions are final. Rewards cannot be aggregated among two or more separate Accounts.

SPECIAL OFFERS

From time to time, we may make special offers that allow you to earn Rewards in addition to those specified herein. If we do, we will advise you of any additional terms and conditions that apply to that special offer.

CHANGES TO THE PROGRAM

PNC Bank reserves the right to alter or change these Terms and Conditions and to alter, change and/or terminate the Program at any time and without any responsibility or compensation to you. For example, we may change the way Rewards are earned, redeemed, or forfeited. PNC Bank will provide written or electronic notice of any changes affecting outstanding transactions or Rewards. PNC Bank reserves the right to disqualify the Account or any Card if there has been a violation of these Terms and Conditions, as they may be changed from time to time.

HOW WE MAY COMMUNICATE WITH YOU

We may communicate with you by mail, telephone, or electronically. We consider any electronic communication from us to be delivered on the date you receive it or five days from the date we post or send it, whichever comes first. To change your contact information call the number on the back of your Card.

OTHER INFORMATION, DISCLAIMERS, AND LIMITATIONS

- All information we collect from you in connection with the Program is subject to our privacy policy. You can find the privacy policy at pnc.com/privacypolicy.
- Any other agreements between Company and PNC Bank for the Account will continue to govern your use of the Card and the Program. If there is a conflict between those agreements and these Terms and Conditions, those agreements will govern in matters related to the Account, and these Terms and Conditions will govern in matters related to the Program.
- If you dispute any aspect of the Program with respect to your Account, including a dispute regarding the number of Rewards you earned or redeemed, you must notify us in writing at PNC Bank, N.A., P.O. Box 3429, Pittsburgh, PA 15230-3429, within sixty (60) days of the date of the first Account statement to which your Rewards dispute relates. If you do not properly notify us in this timeframe, we will have no obligation to you to adjust or correct any error.
- We may waive any obligation you have under these Terms and Conditions without losing our right to enforce that same obligation at a later time. We will not lose any of our rights under these Terms and Conditions if we delay taking action for any reason, or if we take any other action.
- Company is responsible for determining any tax liability for the Account.
- You agree to release and hold us and all parties associated with the Program harmless from any claim, liability, or damage relating to the Program.
- The Program is void where prohibited by law.

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