

PNC Commercial Card

Rewards

Terms & Conditions

PNC Commercial Card Rewards (“**Program**”) is a promotional incentive program offered by PNC Bank, National Association (“**Issuer**,” “**we**,” and “**us**”) to residents of the United States. These terms and conditions apply, as indicated herein, both to the business (the “**Company**”) that has contracted with us for the issuance of PNC commercial card(s) and the individual(s) that use the card(s) (“**you**” or “**cardholder**”). Under the Program, you earn points every time you make a qualifying purchase or engage in a qualifying transaction (“**Qualifying Purchase**”) with an eligible PNC commercial card that has been enrolled in the Program. You can use these points to obtain gift cards, merchandise, book travel, and much more (referred to generally as “**Rewards**”). By participating in the Program, the Company and you are agreeing to be bound by the following terms and conditions, as applicable to each as provided herein. In addition to these terms and conditions, the card agreement (the “**Card Agreement**”) between us and the Company, and, if applicable, the cardholder, relating to use of the PNC commercial card also shall continue to govern use of the PNC commercial card and the Program. In the event of a conflict between the Card Agreement and these terms and conditions, the Card Agreement will govern, except these terms and conditions shall govern in any matter relating to the Program.

Changes to the Program

We may modify, restrict or change the Program at any time, which changes may include, but are not limited to, changing the number of points you earn for a particular type of activity or the number of points you need to reach a particular Reward tier or to redeem a particular Reward, or omitting or adding reward levels or categories, or changing the selection of Rewards, or imposing, increasing or eliminating points caps or Program fees, or changing the conditions under which points expire or are forfeited. We will through notification to you notify the Company and you of material changes to the Program terms and conditions and, unless the Company or you decide to terminate your Program participation, the Company and you will be bound by the revised terms and conditions. We also reserve the right to suspend or terminate the Program, or the Company’s or your participation in the Program, at any time without compensation to the Company or you.

Eligibility

PNC commercial cards issued in the United States and in good standing may be eligible to participate in the Program. We reserve the right to determine in our sole discretion whether a particular PNC commercial card or cardholder is eligible to participate in the Program.

Enrollment

To participate in the Program, you must be authorized by the Company to enroll your eligible PNC commercial card(s) in the Program, establish a Program account (“**PNC Commercial Card Rewards Account**”), and accept these terms and conditions on behalf of yourself and the Company, and by enrolling you represent that you are so authorized. Each PNC commercial card number must be enrolled separately and will be treated as a separate PNC Commercial Card Rewards Account, even if two or more PNC commercial card numbers are associated with the same underlying PNC commercial card account. If there are multiple cards with the same card number, only one individual is permitted to enroll that card number; all Qualifying Purchases made with PNC commercial cards with the same card number will earn points in a single PNC Commercial Card Rewards Account. By enrolling the card number, you represent that you are authorized to enroll all of the cards with that card number. Once your PNC commercial card account has been enrolled successfully; you will select a password that is required to access the Program website (pnc.com/commercialcard/rewards) or telephone number (1-800-685-4039). It is your responsibility to keep any password safe and known only to you because you are responsible for all activity in your PNC Commercial Card Rewards Account.

An annual membership fee (‘Fee’) may be charged to your cardholder account(s). The membership fee will be assessed annually and will appear on your PNC commercial card statement.

The PNC Commercial Card Rewards Account will be established either: 1) in the name of the Company that owns the PNC commercial card account, and all Qualifying Purchases (as defined below) made by cardholders with the enrolled PNC commercial cards issued under that PNC commercial card account will accrue to the PNC Commercial Card Rewards Account established for that card account, or 2) in the name of the individual cardholder to whom the card has been issued, and it is that cardholder who earns the points credited to that PNC Commercial Card Rewards Account and any rewards acquired with those points.

Qualifying Purchase

Only Qualifying Purchases with an enrolled PNC commercial card can earn points. A “Qualifying Purchase” is any signature-based or PIN-based purchase, Internet purchases, phone or mail order purchases, bill payments, contactless purchases (purchases made by holding your PNC commercial card or other device up to a secure reader instead of swiping your card), or small dollar purchases for which you are not required to sign, made with an enrolled PNC commercial card. Payments of existing card balances, balance transfers, cash advances, ATM transactions, convenience checks, Interlink-processed transactions, fees charged by us (for example, annual fees, finance charges, and related service charges, if any apply), payments made for pre-paid and re-loadable cards such as certain gift cards and similar cards, and payments made for payment instruments that can readily be converted to cash (for example, travelers cheques, money orders, wire transfers, and similar products or services) are not Qualifying Purchases. We reserve the right to determine in our sole discretion whether a particular PNC commercial card transaction is a Qualifying Purchase.

Points

Once enrollment is completed, you will start earning points for the Qualifying Purchases made with your enrolled PNC commercial card based on the actual purchase amount, including tax.

You will earn points for each \$1.00 of a Qualifying Purchase made with your enrolled PNC commercial card. Purchase amounts, including tax, will be rounded to the nearest whole dollar amount to determine the number of points to be posted to your PNC Commercial Card Rewards Account.

Any returns, credits, or chargebacks earn “negative” points and such “negative” points will reduce the total points posted to the PNC Commercial Card Rewards Account.

If at any time an enrolled PNC commercial card or the account associated with the PNC commercial card is not in good standing, Qualifying Purchases you make while the card or account is not in good standing will not accrue any points.

Points have no cash or other value, except to obtain Rewards as set forth below.

You may not purchase points or transfer points from one PNC Commercial Card Rewards Account to another PNC Commercial Card Rewards Account, even if both are in your name. You also may not transfer or sell your PNC Commercial Card Rewards Account.

Point Expiration/Forfeiture

Points may expire after posting to your PNC Commercial Card Rewards Account. Your points will be forfeited if the underlying PNC commercial card account associated with your enrolled PNC commercial card is closed or terminated by the Company or us, or if your card privileges are taken away by the Company with respect to your enrolled PNC commercial card, or if your PNC Commercial Card Rewards Account is terminated by the Company, you or us (we will determine in our sole discretion what is a closed account or a terminated PNC Commercial Card Rewards Account for this purpose). You will not be provided with notice of expiration or forfeiture of points. You are not entitled to compensation from us, the Company or from any other entity, when your points expire or if they are forfeited for any reason.

Rewards

To redeem points in your PNC Commercial Card Rewards Account to obtain Rewards, go to the Program website at pnc.com/commercialcard/rewards or call 1-800-685-4039. You can only acquire Rewards to the extent that you have the required number of points in your PNC Commercial Card Rewards Account. You cannot combine points in one PNC Commercial Card Rewards Account with points in another PNC Commercial Card Rewards Account, even if both PNC Commercial Card Rewards Accounts are

associated with the same underlying PNC commercial card account. All Rewards are subject to availability and have no cash value.

Each Reward will be subject to terms and conditions specific to the Reward that will be provided to you in conjunction with the Reward. These terms and conditions may address such matters as the expiration date of the Reward, the purchase or other requirements to use the Reward, any warranties for the Reward, or any other limitations or restrictions on obtaining, retaining or using the Reward. We are not liable to the Company or you if a Reward expires prior to your use of the Reward. An expired Reward will no longer be available for use or redemption.

Points are redeemed on a "first in, first out" basis, such that the first points earned will be the first points redeemed over the life of your PNC Commercial Card Rewards Account. Once a redemption order is placed, your PNC Commercial Card Rewards Account will be reduced by the number of points used to acquire the Reward. If you order a Reward that is subsequently cancelled or otherwise becomes unavailable after the order is placed, your points will be reinstated to your PNC Commercial Card Rewards Account and you will be notified of the cancelled order. In the event of a return, chargeback, credit or other adjustment that results in insufficient points for the Reward ordered, the Reward order will not be fulfilled. If the Reward order is fulfilled and we later discover that you did not have sufficient points for that Reward in your PNC Commercial Card Rewards Account, in addition to any other action we may take, you will forfeit all future point earnings until such time as sufficient points are accrued to cover the redemption of the Reward.

Some Rewards are gift cards or certificates that are redeemed at a participating merchant location. You, the Company and the merchant are responsible for compliance with all laws related to the Reward, including the payment and collection of any federal, state, or local taxes. Refer to the gift card or certificate for details.

For information on eligibility to return merchandise Rewards call 1-800-685-4039. All non-merchandise Rewards (for example, gift cards and certificates) cannot be returned. Except in certain limited circumstances related to merchandise damaged in transit, redeemed Rewards are not refundable, exchangeable, replaceable, redeemable, or transferable for cash, credit, other Rewards or points; We and participating merchants are not responsible for replacing lost, stolen, or mutilated Rewards, including retail or travel certificates, gift certificates, gift cards, or merchandise.

For the current list and description of the Rewards, as well as the number of points necessary to obtain each Reward, go to the Program website at pnc.com/commercialcard/rewards or call 1-800-685-4039.

Shipping

There is no shipping or handling fee for standard delivery of gift card and merchandise redemptions. Expedited / insured gift card orders are available upon request; you will be charged a shipping fee for expedited delivery as well as for gift cards shipped outside of the United States. Merchandise cannot be shipped to any address outside of contiguous United States, or to PO/APO/FPO addresses.

Communications with Program Participants

We may communicate with you regarding any matter related to the Program by mail, by telephone or by electronic communications. If you use the Program website, we may make electronic communications to you, including electronic mail and/or postings to the Program website. All electronic communications from us shall be deemed to be communications "in writing" and deemed delivered no later than the earlier of the date actually received or 5 days from the date of posting or dissemination. You may update your contact information by visiting pnc.com/commercialcard/rewards and updating your PNC Commercial Card Rewards Account profile or by calling 1-800-685-4039.

To access information electronically, you need a computer, Mac, or other personal computing device such as a smartphone, iPad, or other tablet (any one of the stated being a "Device") with internet access and an up-to-date internet browser [Microsoft Edge, Chrome, Firefox, and Safari are supported], as well as an email account. Your Device and internet browser must have the most current software version installed and be free from viruses and malware. To retain copies of electronic communications, you will need a printer attached to your computer or sufficient storage space in your disk drive to save an electronic copy. Additionally, you must have your password to access your information electronically or to conduct any activity online regarding your PNC Commercial Card Rewards Account on the Program website.

You can reach us by telephone at 1-800-685-4039 if you would like to request a paper copy of these terms and conditions, or to withdraw your consent to receive electronic communications. However, if you use the

Program website, we are not obligated to provide any additional communications to you, other than these terms and conditions, in a paper writing. We also reserve the right at our option to terminate your participation in the Program if you withdraw your consent to receive electronic communications regarding the Program.

At your option, you may choose to receive information of a promotional nature about the Program. If you would like to change your consent to receive these promotions, please visit pnc.com/commercialcard/rewards or call 1-800-685-4039 to update your PNC Commercial Card Rewards Account profile.

PNC Commercial Card Rewards Account Activity

You can view your PNC Commercial Card Rewards Account activity at any time online at pnc.com/commercialcard/rewards, which will show the number of points you have in your PNC Commercial Card Rewards Account, the recent Qualifying Purchases made with your enrolled PNC Commercial card, and any redemption activity on your PNC Commercial Card Rewards Account. You can also call 1-800-685-4039 for such information. It may take 1-2 weeks for some of your Qualifying Purchases to be posted to your PNC Commercial Card Rewards Account. Some transactions, for example online purchases or foreign transactions, may take longer to be posted.

Canceling Program Participation

You may cancel your participation in the Program at any time by visiting the Program website at pnc.com/commercialcard/rewards or calling 1-800-685-4039. The Company also may cancel your participation in the Program at any time. All points in your PNC Commercial Card Rewards Account will be forfeited and cannot be transferred to another PNC Commercial Card Rewards Account.

Lost, Stolen or Damaged Cards

You will not lose the points in your PNC Commercial Card Rewards Account if your enrolled PNC commercial card is lost, stolen or damaged and we provide a replacement card, even if such replacement card has a different card number. If your PNC Commercial card is lost or stolen, first call us at the telephone number provided in the Card Agreement to report the loss or theft, and then call us at 1-800-685-4039 regarding the points in your PNC Commercial Card Rewards Account.

Customer Service

If you have a problem or question regarding whether you earned points from a particular Qualifying Purchase, whether a Reward was properly redeemed or the status of your redemption order, or any other question regarding the Program, you can reach us at pnc.com/commercialcard/rewards or by telephone at 1-800-685-4039.

If you contact us regarding an error or mistake with respect to your PNC Commercial Card Rewards Account, we will use reasonable efforts to investigate and correct the error or mistake, subject to the limitations set forth in these terms and conditions. In any event, you must notify us within 60 days of the posting date or the date of the alleged error or mistake in order for us to undertake an investigation of the matter. We may require you to provide written confirmation of the alleged error or mistake. If we do not receive the requested written confirmation at the address and within the time frame requested by us, we may in our sole discretion determine not to correct the alleged error or mistake. If we complete our investigation of the alleged error or mistake and notify you of our determination, we have no further responsibilities should you later reassert the same alleged error or mistake. All questions or disputes regarding the Program, including eligibility, earning points, or redemption of points for Rewards, will be resolved by us in our sole discretion.

Disclaimers and Limitations

We are not responsible for any disputes between or involving joint or linked cardholders or authorized users, or between the Company and the cardholders relating to points, redemption for Rewards, or use of Rewards.

Rewards are provided by a variety of merchants. We and our service providers are not responsible to the Company or you for the quality or performance of the Rewards or the products or merchandise purchased or obtained with the Rewards. You may be subject to additional terms and conditions, warranties or other requirements of the merchant, manufacturer or other Rewards provider. We make no guarantee, warranty or representation of any kind, express or implied, with respect to the Rewards, including but not limited to warranties of merchantability or fitness for a particular purpose. We are not liable for any injury, damage or loss to

person or property or any expense, accident or inconvenience that may arise from the use of the points, or the use of the Rewards or products or merchandise purchased or obtained with the Rewards, or otherwise in connection with the Program. Further, we are not responsible for merchants, manufacturers or other Reward providers that discontinue or cancel a Reward due to bankruptcy or for any other reason. We make no representation or endorsement of any Reward, merchant or other provider of a Reward in connection with the Program.

The Company and cardholder hereby release and hold us and all parties associated with the Program harmless from any claim, liability or damage relating to the Program or use of the Rewards. Any Reward offered under this Program is void where prohibited by law. Notwithstanding anything in these terms and conditions to the contrary, we and any of their service providers shall have no liability to the Company or cardholder in connection with the Program.

Any required arbitration or other dispute resolution process provided for in the Card Agreement shall apply to the Company's or cardholder's participation in the Program.

Privacy

All information collected about you in connection with the Program is subject to our privacy policy, a copy of which you can get from us. If you use the Program website, you are also subject to the PNC privacy policy, which can be found at www.pnc.com/privacy.