

BankMiles®

Program Rules

Effective: October 1, 2024

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SECTION 1: GENERAL

BankMiles is a marketing program (“Program”) that is offered as a benefit for eligible “Southern Bank” labeled credit card cardholders. The Program is sponsored by First Citizens Bank and is administered by Kobie Marketing, Inc., an independent contractor not affiliated with the Bank.

The Program is offered at our sole discretion. These Program Rules are separate and distinct from your cardholder agreement. From time to time we may change these Program Rules, including points reward structure or levels, fees, points accrual criteria or redemption criteria, with or without notice, unless applicable law does not allow for such a change in the manner set forth herein, in which case, the procedure set forth in the applicable law applies. The changes may be prospective or retroactive. When such a change is made, we will post a revised version of the Program Rules on the Program website. You may review the Program Rules by logging into your rewards account at www.mybankmiles.com.

Changes will be effective on the date noted when they are posted online. At our own discretion, First Citizens may notify you of Program changes when we deem the impending changes to be material, including modifications affecting Program fees and restrictions on Program use or availability. However, it is your responsibility to review the Program Rules from time to time to be aware of any such change(s). It is also your responsibility to ensure that we have accurate contact information for you, including a valid email address, as the majority of Program information will be communicated via email or on the Program website. The Bank is not responsible for delayed or lost communications sent by U.S. mail or any other form of delivery, including email. To the extent allowed by applicable law, the Bank reserves the right to approve, deny or revoke membership or the right to participate in the Program with respect to any person for any reason whatsoever. The Bank also reserves the right to cancel the Program without notice, subject to applicable law.

The information contained in these Program Rules is effective as of the date indicated above, for new purchases charged on your eligible credit card on or after that date and for all points accrued prior to such date transferred to your Program account. In these Program Rules, “Bank,” “First Citizens Bank,” “we,” “us” and “our” refer to First-Citizens Bank & Trust Company, an affiliate of Southern Bank and Trust Company (“Southern Bank”); “you” and “your” refer to each eligible cardholder who is a participant/member in the Program. “BankMiles card” may refer individually or collectively to eligible “Southern Bank” labeled credit cards (consumer or business) enrolled in the Program, as the context requires. You agree to promptly notify us if you change any contact information by calling the BankCard Center at 1.800.543.9000. If you have any questions about the Program, you may contact the BankMiles Center at 1.877.722.6564. Additional information and ‘Frequently Asked Questions’ can also be obtained by logging in to the Program website at www.mybankmiles.com.

You are responsible for any federal, state or local tax liability and reporting related to your participation/membership in the Program, including any liability relating to any rewards you redeem under the Program. Suspected or actual fraud or abuse relating to the accrual of points/reward dollars or any redemption may result in forfeiture of earned points, as well as cancellation of participation/membership in the Program.

SECTION 2: PROGRAM ACCOUNT – EARNING POINTS

The Bank will establish a Program account (“Program Account”) for cardholders enrolled in the Program. You will earn one and a half (1.5) points for each dollar you spend for net retail purchases (gross retail purchases less any returns or credits). Points cannot be earned until an eligible credit card with a rewards feature has been established and a card account number has been assigned to you. No retroactive credit will be given.

Cash and cash-like transactions, including, but not limited to, cash advances, ATM withdrawals, balance transfers, convenience checks, unauthorized charges, betting track or casino transactions, lottery tickets, money orders, money travelers’ checks from a non-financial institution, foreign currency cash purchases, bail bonds, debit cancellation charges, points purchased and fees of any kind are excluded from earning points. Points earned for refused charges will be reversed. All points are time-stamped according to when they are earned. Points will be calculated Monday through Saturday, except holidays, and will post two (2) business days after receiving transaction data. Points earned on all other days will post within three (3) business days. Earned points are calculated on actual dollars spent rounded up or down to the nearest point. No fractional points will be awarded. Points will be deducted from the available point balance for all returned purchases. This may result in a negative point balance. There is no monthly or annual point earnings cap for the Program.

Points have no cash or monetary value, are non-negotiable, and can only be redeemed for rewards and rewards-related services offered through the Program described herein. Points do not constitute property of any cardholder or other person and may not be brokered, bartered, attached, pledged, gifted, sold, or transferred upon disability, death, upon operation of law, or in connection with any domestic relations dispute and/or other legal proceeding and may only be transacted as permitted by these Program Rules.

The Program's annual rewards membership fee is \$50 or 5,000 points, which may be charged as a purchase to the card associated with the Program or by redeeming any available points. All annual rewards membership fees will be automatically charged to the card associated with the Program on the anniversary of the Program enrollment date, unless the cardholder redeems 5,000 points to satisfy such fee within three (3) months of the anniversary of the Program enrollment date or two (2) months after the fee has been charged.

Should you close your Southern Bank Card account or if it is otherwise terminated or closed, you will no longer be able to redeem points and all points will be forfeited, unless said forfeiture is prohibited by applicable law. If immediate forfeiture is prohibited by applicable law, the applicable law concerning forfeiture will apply. Your eligible credit card account must be in good standing to earn and redeem points under the Program, and accounts more than sixty (60) days past due will not earn points. If your card account becomes more than ninety (90) days past due, you will forfeit all accumulated points, unless applicable state law allows you to keep said points, in which case, the applicable law concerning the loss of points will apply. For any accounts or Program Accounts in hold, voluntarily or involuntary closed status, outstanding points may not be transferred to a new or active Program Account and all points will be forfeited, subject to applicable law.

SECTION 3: POOLING POINTS

Cardholders may "pool", which means combine, the points in their Program Account earned from their eligible credit card account(s) (if more than one card account) or with other cardholders' Program Account(s). If you choose to pool the points in your Program Account(s) with other cardholders, you acknowledge that you relinquish control over who redeems any points in the pool, including your own. This pooling functionality is available on all eligible credit cards and there is no limit to the number of Program Accounts that can be pooled and no existing relationship constraints (same last name, street number, etc.) are required to pool Program Accounts; provided, that (1) consumer cardholders may only pool points among other consumer cardholders; (2) business cardholders may only pool points among other business cardholders within the same account (i.e. same company); (3) no pooling of points may occur between consumer and business Program Accounts; and (4) each individual Program Account can only participate in one pool at any time. If a cardholder is already in a pool with one Program Account, they must unlink their current pooled account to join another pool. There is no loss or forfeiture of points in this scenario.

All consumer cardholder requests for pooling, even for cardholders pooling among their own card accounts, must be completed online through the Program website at www.mybankmiles.com. You must send an electronic invitation to any eligible cardholder participating in the Program that you would like such recipient to join a pool (including yourself in order to pool your participating card accounts). All cardholders must accept your invitation before Program Accounts may be pooled. All cardholders must read and agree to the terms and conditions for pooling points, due to the inherent risk for cardholders when choosing to pool all of the points they have earned individually with others in the pool. All business cardholder requests for pooling must be transacted by calling the BankMiles Center at 1.877.722.6564.

All points accrued, redeemed and expired will be determined based on a first-in, first-out (FIFO) accounting convention. All points are time-stamped according to when they are earned by the aggregate members of the pool. When redeeming, the oldest points in the aggregate pool (first-in) are the first to be redeemed (first-out) regardless of the individual cardholder that has requested the actual redemption or earned the original points.

Additionally, consumer cardholders in the pool cannot control specifically who other members of their pool choose to invite to join the pool. All consumer cardholders in an existing pool will be alerted by email (for those consumer cardholders in the pool that have registered a valid email address) when a member of the pool invites a new member to join the pool. The initiating consumer cardholder in the pool can discontinue participating in the pool at any time but cannot decide who can join the pool. All accepted invitations must be validated for security purposes against the User ID and password for cardholders that have registered on the Program website. Actual account information will be validated for cardholders not previously registered on the Program website.

All consumer cardholders participating in the pool will have access to view detailed information on their own personal Program Accounts via the Program website by entering their credit card login information. Pooled members can only see their own personal detailed transaction history attached to their Program Account and will have access to view available pooled points in aggregate. All consumer cardholders in the pool may redeem any points available within the pool, regardless of which account earned the points originally. Points are redeemed based on first-in, first-out (FIFO) principles, regardless of who earned the points or who redeemed the points.

LEAVING THE POOL

Consumer cardholders that choose to leave a pool must request to be “unlinked” via the Program website. Any member of the pool can leave the pool at any time and without notice. Upon the voluntary or involuntary closing of an account, a consumer cardholder will not receive a reminder to redeem points earned. Once the account is closed, all points for this member of the pool are surrendered and deducted from the pool, subject to applicable law. If a consumer cardholder is unlinking from the pool, (but not closing an account) the point balance from the departing cardholder will be retained by that cardholder and deducted from the pool. All business cardholders that choose to leave a pool must contact the BankMiles Center at 1.877.722.6564 to effectuate the transaction.

SECTION 4: GIFTING POINTS

Cardholders may transfer some or all of the points in your Program Account to a second Program Account in your name or transfer some or all of the points in your Program Account to another participating Program Account. This transfer functionality is available on all eligible credit cards and there are no existing relationship constraints (same last name, street number, etc.); provided, that (1) consumer cardholders may only transfer points between other consumer cardholders; (2) business cardholders may only transfer points between other business cardholders within the same account (i.e. same company); and (3) no transferring of points may occur between consumer and business Program Accounts. All point transfers must be completed online through the Program website at www.mybankmiles.com.

Your transfers are remitted immediately when processed. Only the primary cardholder with the authority to redeem on the Program Account may transfer points. You will be able to transfer your points on the Program website using the “Gifting” feature. The Program Account/pool being debited for the points being transferred as well as the account receiving the transferred points must be open and in good standing. You may not transfer points to a closed account or to an account outside the Program. No transfers will be allowed between cardholders in the same pool, if applicable.

SECTION 5: POINTS EXPIRATION

Subject to applicable state law, points do not expire unless you choose to no longer participate in the BankMiles program, close your Southern Bank Card account or if it is otherwise terminated or closed.

SECTION 6: REWARDS REDEMPTION

Cardholders may redeem points for gift cards, eCertificates, cash back statement credits, merchandise, and travel rewards, including airline tickets, hotels, car rentals, cruises and tours, as explained in further detail below, on the Program website at www.mybankmiles.com or by contacting the BankMiles Center at 1.877.722.6564. Redemptions are provided and serviced by the BankMiles Center; 7 days a week, excluding certain holidays. All rewards redemptions must be made through the BankMiles Center by telephone or via the Program website. When using the website redemption option, you must first create an account User ID and Password to access to the website. There are no exceptions.

All additional fees and costs, including but not limited to, travel redemption fees, and expedited shipping are the responsibility of the cardholder and must be charged on the credit card associated with the Program Account or, in some instances, against available points in a Program Account. These additional costs do not earn rewards points.

When we receive your redemption request, we will review your Program Account to verify that your point earnings are valid and that you have sufficient points to receive the reward you are requesting. If a credit or other adjustment results in insufficient points for a reward, we will not fulfill the redemption. Points are deducted from your Program Account in real time. If the redemption is fulfilled and a subsequent adjustment is made or we later discover that you did not have sufficient points for that redemption, you may forfeit future point earnings until you accrue sufficient points to cover any deficiency. You also agree that you owe the Bank the value of the redemption in the event you did not have sufficient points to redeem. Once redeemed, redemptions are non-refundable and cannot be exchanged. In the event an airline flight, cruise or tour is involuntarily cancelled, we will reinstate points for the unused portion of the travel reward to your Program Account.

Rewards will only be shipped to your address on file and in no case to a P.O. Box. If you do not receive your reward within the indicated time frames, you must contact us within ninety (90) days from the date of your request for the reward. After ninety (90) days, if we have not heard from you and our records indicate that your reward was fulfilled, you will be deemed to have received your reward and it will not be replaced even if it is reported missing. The Bank is not responsible for delayed or lost communications or redemptions sent by U.S. mail or any other form of delivery, including email. From time to time, some rewards may be subject to certain

restrictions or delays due to such factors as time constraints, blackout dates or availability of qualifying merchandise.

SECTION 6.1: TRAVEL REWARDS

Cardholders may redeem points in a one-step process for travel rewards (airline tickets, hotels, car rentals, cruises and activities) through our full-service travel partner, Connexions Travel (or other travel agency partner designated by the Bank from time to time, "Travel Agency Partner"). Travel may be booked through the Program website at www.mybankmiles.com or by calling the BankMiles Center at 1.877.722.6564. The number of points required to redeem for a reward is based on the actual cost of the trip booked. If you don't have enough points to book your travel, you can pay the additional cost with your card. Minimum point amounts may apply to some bookings.

Airline tickets booked through the Travel Agency Partner via the BankMiles Center will be subject to a redemption fee of \$20 or 2,000 points. Airline tickets booked through the Program website will be subject to a redemption fee of \$15 or 1,500 points.

Airline tickets may be ordered through the Travel Agency Partner for one roundtrip ticket on a scheduled carrier. No open jaw (ticket purchased where the traveler returns to the airline from a city other than the one in which he arrived or the final destination is not the same as the original departure city), open return (ticket purchased for round-trip travel without a specified return time and date), standby, or stopover trips are allowed. This ticket may not be combined with certain special or promotional fare offers or any other discount, certificate, coupon, Senior Citizen discount, off-tariff, non-published or other privately negotiated discount fares, group or block discounts, meeting fares, military or other government fares.

- All travel rewards are subject to specific terms and conditions. Unless otherwise noted, airline reservations must originate from the contiguous 48 United States. The terms and conditions of any travel offer may be amended by the Program at any time. Ticket-issued travel rewards must be issued in the name of the redeeming cardholder or a member of their immediate family. The Bank is not responsible for the performance of the travel provider's associates with the Program. All reservations are made subject to the conditions of carriage, supply or business of the party providing the service, which include exclusions and limitations of liability.
- All airline ticket rewards issued in exchange for Program Account points are non-refundable after ticket issuance.
- Changes, exchanges or refunds are subject to airline rules in effect at the time of original ticket issuance and pricing in effect at the time changes are made. Some previously purchased tickets can be exchanged subject to a per-ticket airline change fee plus any difference in fare. Some previously purchased tickets may not be reissued once travel has commenced. Any changes will incur a \$25.00 fee payable at the time the change is made. Any fees paid with points will not be refundable.
- Once redeemed, points for voluntarily cancelled or refunded tickets may not be reinstated to your Program Account. Once tickets are purchased, they are non-transferable.
- Accrual of frequent flyer mileage and airline mileage upgrade is subject to airline terms and conditions at the time of ticket issuance.

- All tickets will be issued electronically when available. Issuance of a paper ticket is subject to airline rules and fees. A delivery charge will apply to all tickets or documents sent via “express” or “traceable” type mail. The Bank does not recommend using regular U.S. Mail and maintains no responsibility for lost or stolen tickets or documents.
- Non-ticketable taxes, such as airport departure taxes specific to certain destinations, that cannot be calculated nor paid in advance nor assessed at the time of ticketing are the responsibility of the traveler and must be paid at the airport.
- The Bank reserves the right to pass on any special, unique or ad-hoc airline-imposed taxes, fees or surcharges.
- Subject to applicable law, the Bank may, at its discretion, change the Program or redemption rules at any time, with or without notice on a retroactive and/or prospective basis. Any rewards may be withdrawn or subject to increased points or other cash surcharges or other restrictions.
- Travel Agency Partner acts solely as the sales agent for travel suppliers and is not liable for actions or inactions of such suppliers.
- All other rules of the respective carrier apply. Classes of service are subject to change at any time, with or without notice.
- Certain restrictions may apply to travel certificates, tickets and documents. Travel certificates, tickets and documents are not exchangeable, refundable, transferable or redeemable for cash.
- All travel rewards are subject to the rules and restrictions imposed by the individual travel companies, airlines, hotels, rental car, and cruise line and tour companies. Compliance with these rules is the responsibility of the cardholder. Airline ticket travel rewards are not refundable nor may they be returned to the Program for a credit of points to the original account. They are non-changeable unless permitted by the airline issuing the ticket. Fees that apply due to permitted changes by the airline are the responsibility of the traveler. En-route stopovers are not permitted unless they are to make direct connections within the carrier’s rules.

For additional information about travel, please click on the Travel Terms & Conditions link which can be found at the bottom of our travel portion of www.mybankmiles.com. The Travel Disclosures are part of this agreement.

SECTION 6.2: PAY ME BACK® STATEMENT CREDITS

Cardholders may redeem points for a Pay Me Back statement credit. You simply make any single retail purchase over \$100 from your choice of merchants (some exclusions apply to certain categories of transactions) with your Southern Bank Card and request a Pay Me Back statement credit for the transaction in full. Within sixty (60) days from the date the transaction posts to your Southern Bank Card account, you may request a Pay Me Back statement credit to receive a credit for the transaction in full. Each Pay Me Back statement credit redemption request must correspond to a single merchandise purchase transaction. The number of points required varies and is based upon the cost of the purchase. No partial point redemptions are permitted. All points/reward dollars will be immediately deducted from the available rewards account balance. Your Pay Me Back statement credit will be applied to your Southern Bank Card account within 3 to 5 business days after

redemption. The amount of points deducted, and the corresponding statement credit cannot exceed the available rewards account balance in your Program Account. No statement credit will be applied, in whole or in part, against any monthly minimum payment due.

SECTION 6.3: CASH BACK STATEMENT CREDIT

Cardholders may be redeemed for a cash back statement credit back to your Southern Bank Card account. The redemptions will post within 2-5 business days. All redemptions must be completed in increments of \$25 (2,500 points). No partial redemptions are permitted. All points will be immediately deducted from your available rewards account balance. The amount of points deducted and the corresponding statement credit cannot exceed the available rewards account balance in your Program Account. No account credit will be applied, in whole or in part, against any monthly minimum payment due.

SECTION 6.4: RETAIL GIFT CARD/CERTIFICATE REWARDS

Most gift cards/certificate items will be shipped within two (2) weeks of redemption and eCertificates will be delivered via Program email within 72 hours of the order being placed. During the November/December holiday season it may take longer than usual to receive your BankMiles redemptions due to seasonally high demand. Redeem early to ensure that you receive your redemptions before the holidays. Gift cards and gift certificates are valid at a variety of national and regional merchants. Any expiration dates will be printed on the gift card/certificate and cannot be extended beyond the expiration date.

Complete Terms & Conditions for individual gift cards/certificates can be found on the Program website at www.mybankmiles.com.

Gift cards/certificates/eCertificates are not replaceable if lost, stolen, destroyed, or expired. Gift cards/certificates/eCertificates may not be resold, are not redeemable for cash and are void if sold for cash or other consideration. Gift cards/certificates/eCertificates must be surrendered at redemption. Gift cards/certificates are considered void if altered, photocopied, or reproduced. Retailers have the right to restrict usage, and participation by retailer is subject to change.

SECTION 6.5: MERCHANDISE REWARDS

Most merchandise items will be shipped directly from the merchant within two to three (2-3) weeks of redemption. You will receive an email confirming your redemption. Merchandise can only be shipped to a U.S. address (no P.O. Boxes).

Rewards for merchandise and services are subject to availability, and some rewards have limited availability. The Bank reserves the right to substitute a reward of equal, similar or lesser value in the event The Bank determines that the chosen reward is unavailable. If a substitute is not available, we will contact you with this information. Merchandise featured in print communications or on the Program website may not necessarily reflect exact colors or models of the actual reward due to printing variation and/or manufacturers' model or style updates, or due to the use of photos or facsimiles for general representation of merchandise. The Bank is not responsible for manufacturer products. Please see manufacturers' individual warranty policies for product information.

A return authorization number is required for returns of defective merchandise and must be requested within thirty (30) days of receipt. Please contact us and indicate the nature of the defect. We will promptly issue a prepaid return label and send out the replacement upon receipt of the defective unit. For items reported more than thirty (30) days from receipt, we will provide you with proof of purchase. This proof of purchase may be used directly with the manufacturer to arrange for appropriate service or return. For some products, the manufacturer does not allow returns but provides exceptional warranty service (such as Apple). Therefore, the cardholder may receive instructions on how to obtain warranty service as opposed to a complete reward replacement. All items must be returned in the original manufacturers' packaging along with all parts, accessories, and paperwork. Modified, damaged, or abused products will not be accepted for replacement or credit. You should inspect items immediately before signing for delivery or relocating. Damages and shortages must be reported within forty-eight hours (48) hours of receipt. If appropriate, the shipper will arrange for pick-up of the item and a replacement will be sent out upon receipt of the damaged product. Damaged merchandise should not be moved to a different location for pick up. Items returned as undeliverable will be credited to the cardholder.

SECTION 7: MISCELLANEOUS

RESPONSIBILITY

Neither the Bank, Southern Bank, Kobie Marketing, Inc., other Program partners, nor any of their respective officers, directors, employees, agents, successors or affiliates, assumes any responsibility or liability for, or makes any warranty regarding: (i) any error, omission, interruption, deletion, defect, or delay in operation or transmission that is not caused by the direct negligence, gross negligence, recklessness, or intentional actions of the Bank, Southern Bank, Kobie Marketing, Inc., and/or any other Program partners; and (ii) any theft or destruction or unauthorized access to, or alteration of, points account balances, credits received and redeemed or other Program activities, unless such responsibility or liability is expressly imposed by applicable law. Neither First Citizens nor any of its officers, directors, employees, agents, successors, or affiliates assumes any responsibility or liability for, or makes any warranty regarding errors, omissions, interruptions, deletions, defects, or delays in operation or transmission that is caused by the direct negligence, gross negligence, or intentional actions of Kobie Marketing and/or any other Program partners. Neither the Bank, Kobie Marketing, Inc., other Program partners, nor any of their respective officers, directors, employees, agents, successors or affiliates is responsible or liable for any problem or technical malfunction relating to or arising from any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or enrolment to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to your or any other person's computer related to or resulting from participation in or downloading any materials related to the Program, unless such responsibility or liability is expressly imposed by applicable law. If for any reason the Internet portion of the Program is not capable of functioning as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Program, the Bank reserves the right, in its sole discretion, to disqualify any individual who it determines may have caused or contributed to the onset of such occurrence, and/or who tampers with the entry process, and to cancel, terminate, modify or suspend the Program.

Neither the Bank, Kobie Marketing, Inc., or other program partners are liable for errors or omissions by any contractors not owned or controlled by First Citizens, Kobie Marketing, or other Program partners in the printing

or other dissemination of Program communications, Program mailings, other related materials or the Program website, or any other form of communication, and/or in interpreting or carrying out the terms of the Program, unless such liability is expressly imposed by applicable law.

INDEMNIFICATION

By accepting points or rewards or otherwise participating in the Program, or by accepting or using an eligible credit card, you agree to indemnify each of the Bank, Kobie Marketing, other Program partners, and each of their respective officers, directors, employees, agents, affiliates and successors for any and all claims, damages, expenses, losses and causes of action (including attorney fees and court costs) incurred or suffered by any of the foregoing persons or entities and arising out of or relating to your breach of any provision of these Program Rules, or any materials (regardless of form) that are provided by you. You agree to cooperate as fully and reasonably required in our defense and/or settlement of any such claim. The Bank reserves the right to assume exclusive control over the defense and settlement of any matter subject to indemnification by you.

DAMAGES

Any attempt to deliberately damage any website or undermine the legitimate operation of the Program is a violation of criminal and civil laws. The Bank reserves the right to seek damages for any such attempt to the fullest extent permitted by law.

DISPUTES

You have sixty (60) days to notify us of any potential dispute concerning your BankMiles points accrual or redemption and/or other Program activities or terms and conditions. Please notify us by sending a letter addressed to P.O. Box 3854, St. Petersburg, FL 33731, by visiting the Program website at www.mybankmiles.com and clicking on the "Contact Us" tab, or by calling the BankMiles Center at 1.877.722.6564. We will investigate the matter. If following such investigation we determine it appropriate, we will re-credit your points up to sixty (60) days for the amount in dispute, or determine that a different adjustment or no adjustment is necessary. All questions or disputes regarding eligibility for the Program, or the eligibility of points for accrual or redemptions, will be resolved by us at our sole discretion.

PRIVACY

Each cardholder who earns and/or redeems points and/or receives rewards consents to, and authorizes the Bank, any of their respective subsidiaries and affiliates, and any non-affiliated third parties with whom any of the foregoing contract in order to manage and administer the Program, to share information about the cardholder and the card account (including the Program component) as necessary or appropriate to effect, administer, enforce, service, or fulfill the terms of the Program. In addition, if the cardholder redeems points at the Program website, then he or she thereby consents to and authorizes each of the foregoing parties to communicate with the cardholder through electronic mail in order to accomplish the foregoing purposes. The cardholder consents and authorizations shall be effective while the card account is open and shall not be superseded by any future privacy statement or opt-out

notifications or elections the cardholder may make. To view the Bank's privacy policy, visit <https://www.firstcitizens.com/privacy-security>. A copy of the policy is provided to all cardholders as required by law.

GOVERNING LAW

All aspects of the Program are governed by the laws of the State of North Carolina (without regard to its conflicts of law principles) and by applicable federal law, no matter where you live or use the Program. This Program (or as applicable, any feature thereof) is void where prohibited by federal, state or local law.

DISCLAIMERS

The Bank is not affiliated with any rewards suppliers or merchants including airlines, hotels, cruise lines, car rental agencies/companies, restaurants, or retailers/merchants listed above. They are all independent service providers. No airlines, hotels, cruise lines, car rental agencies/companies, restaurants, or retailers/merchants listed above or in any marketing materials, are sponsors or co-sponsors of the Program.

Log in to the Program website at www.mybankmiles.com for the most recent version of these BankMiles Program Rules.

WE MAKE NO EXPRESS OR IMPLIED REPRESENTATION OF WARRANTY AS TO ANY REWARDS AND WILL NOT BE LIABLE FOR INJURY, DAMAGE, LOSS OR EXPENSE RESULTING FROM YOUR ACCEPTANCE OR USE OF A REWARD.

All registered marks, trademarks and service marks belong to their respective owners.

KEEP THESE PROGRAM RULES FOR YOUR RECORDS.