

PointQuestSM Rewards Program Terms and Conditions:

These Terms and Conditions (this "Agreement", as it may be modified from time to time) govern your participation in the PointQuest Rewards Program (the "Program"). The Program is offered by the financial institution issuing your card ("we" or "us" or "our"), to the holders of Eligible Credit Cards ("Cardholders" or "you"). We may revise or terminate the Program or any portion thereof on 30 days prior written notice, and if we terminate the Program, you will have 30 days from the Program termination date to redeem your accumulated PointQuest Rewards Points ("Point(s)"). However, we may change or substitute rewards, as well as adjust Point levels required for specific rewards, at any time without prior notification. All rewards are subject to availability. You may access continuously updated Terms and Conditions for the Program at www.PointQuestRewards.com.

Program Eligibility and Enrollment

In order to be eligible for enrollment into the Program you must hold a rewards credit card issued by us (an "Eligible Credit Card"). Any holder of an Eligible Credit Card may enroll in the Program (each, an "Enrolled Account"). If more than one credit card is authorized to make purchases to the same Enrolled Account, then all Points earned will be combined or pooled under the Enrolled Account established with regard to such cards. Points may not be combined or pooled between Enrolled Credit Card(s) provided by a different financial institution.

Earning Points

Once you enroll in the Program you will earn one point for each qualifying dollar of spend made using your Enrolled Account. Transactions made with your Enrolled Account are aggregated to determine the amount of Points credited to your account each calendar month, starting with the month of enrollment. The aggregate of such Points will be rounded up to the nearest whole dollar. Points are earned only when they have appeared on the monthly account statement for the associated Enrolled Account.

Qualifying transactions are all signature-based transactions made using your Enrolled Account net of returns, credits or adjustments ("Ineligible Transactions"). The term "ineligible transactions" includes purchases fraudulently initiated or initiated with a lost, stolen, counterfeit or cancelled card, gaming related purchases, cash access transactions (such as, but not limited to, the purchase of travelers' checks, money orders or cashier's checks), cash access transactions designated as purchases and account fees or finance charges, if any. PIN based transactions on your Enrolled Account are not eligible to earn points. We also reserve the right, at our sole discretion and at any time to include or exclude certain types of transactions from the meaning of qualifying transactions.

Reward Point Expiration

Unless terminated pursuant to this Agreement, Points accrued in your Enrolled Account will be carried forward each year until they expire. Points expire on the fifth (5th) calendar year anniversary following the date on which Points were earned. For example, Points awarded on September 1, 2015 will expire on September 1, 2020, unless we terminate the Program in which case you will have only 30 days from the Program termination date to redeem any earned Points. Point expiration will not be communicated on your monthly billing statement, but is available by calling the PointQuest Rewards Service Center at 1-800-381-9045 or by checking your account online at www.PointQuestRewards.com. If you cancel your Eligible Credit Card, any unredeemed Points shall be forfeited immediately upon cancellation. If you have enough Points to be eligible for a reward, you must request the reward prior to giving us notice of the cancellation. There are no exchanges or refunds for unused Points.

Any credits applied to your Enrolled Account may reduce or eliminate accumulated Points and may result in a negative Point balance. If such credits are applied to your Enrolled Account after a reward for redemption has been selected that reduces your Point balance below the amount required for such reward redemption, we may suspend delivery of the requested reward, including cancellation of travel reservations. If your Enrolled Account has a negative Point balance, any newly earned Points will be used to offset such negative Point balance until such balance has been brought to zero. And, if your Enrolled Accounts show signs of fraud or abuse relating to the earning of Points, you may lose your accrued Points, and we may terminate your participation in the Program immediately.

Reward Point Redemption Center

In order to earn or redeem Points, the Enrolled Account must be in good standing. In order for the Enrolled Account to be in good standing, the Enrolled Account must be open and current, will with the ability to make purchases. All determinations regarding your standing shall be made by us using our sole discretion. If your Enrolled Account has been coded delinquent by us you will not be allowed to redeem Points until the account is returned to good standing,

although you may continue to earn Points if the Enrolled Account is used. Points will be forfeited and enrollment terminated if any Enrolled Account is charged-off.

Points will generally be available for redemption by the 10th day of the month following the close of the billing cycle for which such eligible transactions have occurred. Point award records are generally transmitted within one (1) month of the qualifying transaction; however, on some occasions Points awards may be transmitted earlier or later than that time. Redemption and expiration of Points will be done on a first-in/first-out basis.

Points may be redeemed by calling the Rewards Service Center at 1-800-381-9045. Our Service Representatives are available to help you redeem points and answer redemption related questions from 9:00 a.m. to 9:00 p.m., Monday through Friday, and 9:00 a.m. to 8:00 p.m., Saturday and Sunday (EST), excluding federal banking holidays. Subject to some limitations, Points may also be redeemed online at www.PointQuestRewards.com.

Any Cardholder of an Enrolled Account may redeem Points, subject to authentication of such Cardholder, as deemed appropriate by the administrators of the Program. Neither we nor its affiliates shall be responsible or bear liability for disagreements between Cardholders concerning the use of Points accumulated in the Program.

Points and rewards have no cash value and may not be assigned or pledged to any third party. You are responsible for any personal tax liability that may be related to participating in the Program and the redemption of any Program rewards. Points may not be transferred upon death or as part of domestic relations proceedings.

Rewards are considered fully redeemed once issued. Lost, stolen, expired or otherwise destroyed rewards including, tickets, certificates, gift cards, merchandise or other documents are not re-issuable or replaceable. No change or credit will be issued for unused portions of rewards, unless we tell you otherwise. Points and/or rewards may not be combined with any other discounts, special rates, or promotions including other promotional or discount programs unless otherwise indicated at the time of Point redemption. To redeem your rewards, follow instructions in the Program materials provided to you or on the website. Allow at least four to six weeks for the redemption of any reward.

Shipping and Delivery of Rewards

Unless otherwise indicated at the time of redemption, all rewards, including travel rewards, will be sent to the address associated with the Enrolled Account. Delivery of rewards may not be made outside the U.S. or to a post office box. You will be responsible for shipping costs for delivery of merchandise rewards to Alaska and Hawaii. Express shipping for rewards may be available upon request and related charges will be billed to your Enrolled Account. Rewards that consist of travel rewards may be subject to pre-purchase requirements, length of stay restrictions or Saturday overnight stay requirements, dollar amount caps and other restrictions. A ticket service fee will be charged when you redeem Points for airline tickets and will be billed to your Enrolled Account. In addition, miscellaneous travel charges including, but not limited to, ticket service fees, airport taxes, excess baggage charges, security fees, passenger facility charges, fuel surcharges, gratuities, insurance, and airline or hotel amenities, are your sole responsibility and are not intended to be included as part of the Program benefit. For a complete listing of restrictions that may apply to any travel rewards, please call 1-800-381-9045.

We, our affiliates and any merchants or vendors participating in the Program make no guarantees, warranties or representations of any kind concerning the rewards. The Program and/or any of its individual elements including rewards are void where prohibited by federal, state, or local laws and regulations and are subject to change as may be necessary to comply with such laws or regulations. You release us, our affiliates and representatives, and any merchants or vendors participating in the Program from all liability regarding the redemption and use of rewards, including any rewards that may be lost, stolen or destroyed or a travel provider's provision or failure to provide transportation or services for any reason.

Service Provider

Administrative services, travel reservation, and issuance of travel documentation are provided by TSYS Loyalty. TSYS Loyalty assumes all liability and responsibility for the provision of such administrative services only. TSYS Loyalty operates as an independent contractor and is not affiliated with the financial institution that issues your Enrolled Account. Neither we nor TSYS Loyalty makes any representations or warranties, whether express or implied with respect to, and do not guarantee or otherwise promise to ensure the satisfactory performance of any products or services provided, or to be provided in connection with the fulfillment of any rewards by any third party, including, but not limited to any common carrier, airline, or other supplier of travel services or products ("Travel Suppliers") or any other supplier of rewards (such other suppliers, together with travel Suppliers, referred to as "Rewards Suppliers"); including, without limitation, an airline's or other carrier's or service provider's lack of provision or failure to provide,

ticketed transportation or other services for any reason. Further, neither we nor TSYS Loyalty will be responsible or otherwise liable to you, or any others, for any act, error, omission, injury, loss, accident, damage, delay, nonperformance, irregularity, strike, insolvency, grounding or other event caused by, relating to, or otherwise involving Rewards Suppliers or the products or services thereof, or for any direct, indirect, special, consequential or punitive damages resulting there from.

Rewards

You may redeem Points for airline tickets, cruise travel, gift certificates, gift cards, tours and attractions, car rentals, hotel reservations, and merchandise as shown from time to time on the PointQuest Rewards chart provided to you and available for viewing on line when you log on to your account at www.PointQuestRewards.com. Rewards are subject to additional terms and conditions as noted herein and contained on the redemption materials. Certificates and gift cards may be subject to expiration as disclosed on the certificate or gift card. Rewards may not be resold or transferred unless otherwise indicated. See the redemption chart for reward options.

All rewards are subject to availability and specific rewards may only be available for certain dates. Fees may be imposed when Points are redeemed for airline tickets, hotel reservations, or car rentals. Specific restrictions may apply to certain travel rewards. Terms and conditions are placed in Program communications and on the rewards redemption materials. 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. These conditions, restrictions and /or limitations may change from time to time.

Gift Cards

You may use points for gift cards with select restaurants, retailers and other businesses as shown available on the rewards website or when making reservations directly with a rewards agent. Rewards are subject to additional terms and conditions as noted herein and contained in the redemption materials.

Landry's Restaurants, Inc. Gift Card: This Landry's Restaurants, Inc. (LRI) gift card (Card) may be applied toward the cost of food, beverage or retail merchandise at any LRI restaurant. Presentation of the Card is required for redemption. Each time you use this Card, we will deduct the amount of your purchase until the full value on the Card has been depleted. If the purchase exceeds the funds available on the Card, you must pay the difference at the time of purchase. The Card has no cash value. It cannot be redeemed for cash in any jurisdiction (except as prohibited by law) or in the state of New Jersey and will not be replaced if lost, stolen, altered or damaged. Internet distribution and resale is strictly prohibited. For more information, visit www.landrysrestaurants.com or call 1-800-5-LANDRY (552-6379), or for balance inquiries, call 1-888-345-8380. Please review the Terms & Conditions available at www.landrysrestaurants.com for additional terms and conditions that apply.

Hotel Reservations

You may use points, points plus cash or all cash for hotel reservations with select hotel companies as shown available on the rewards website or when making reservations directly with a rewards agent. You must meet the eligibility requirements established by the hotel provider at the time of booking. Hotel rates do not include Resort Fee's, if applicable, which are payable directly to the hotel at the time of check-out. Most hotel rates allow cancellation with a minimum of a 24-hour notice. Please see the specific hotel/rate cancellation policy at the time of booking. Cancellations may include penalties and a cancellation service fee will apply. Refunds for cancellations may take up to 3 to 4 weeks. Hotels do not allow changes to dates, names, room type, and number of occupants once booking is complete. Changes will result in a cancellation of the current reservation, adhering to the hotels cancellation policy and rebooking at the current room rate and room availability. Neither we nor our affiliates is responsible for the performance of any hotel provider.

Car Rentals

You may use points, points plus cash or all cash for car rental reservations with select car rental companies as shown available on the rewards website or when making reservations directly with a rewards agent. Car reservations will be prepaid at the time of booking and payment for costs not covered by the use of points will be made to the Eligible Credit Card associated with the Enrolled Account. Car rental charges will appear on the Eligible Credit Card statement as "Card Member Services". You will be solely responsible at the time the rented vehicle is returned for all additional rentals days and for any and all taxes and other charges not included in the daily rental rate. You and any

person identify on the car rental agreement as an "Additional Authorized Driver" must possess a valid driver's license issued by the state or province in which such person resides, be age 21 or older (or 18 or older where required by law; and 25 or older for luxury, large sport utility, and 12 and 15 passenger vans), and meet the other normal qualifications of the applicable rental car company at the applicable renting location. Reservations for all car groups are subject to availability. Vehicles may only be reserved by vehicle class and not by vehicle make or model. In the event you reserve a vehicle and the class of vehicle is not available at the time of rental, the applicable car rental company shall provide you with a vehicle in a higher class, subject to availability, at the same rate as the vehicle class which was reserved. Performance by the car rental company of car rental services shall be under a standard rental agreement in effect at the time of rental, which must be executed by you at the time of pickup. You will use the rented vehicle only for personal or routine business use, and operate the rented vehicle only on properly maintained roads and parking lots. You will comply with all applicable laws relating to holding of licensure to operate the vehicle, and pertaining to operation of motor vehicles. You will not sublease the rental vehicle or use it as a vehicle for hire. Car rental reservations must be cancelled at least 72-hours in advance of pick-up. Failure to cancel reservations 72-hours in advance will result in the loss of all payments at the time of booking. If you are a "no show" all points and cash used for the rental will be forfeited, in addition if you return a rental vehicle prior to the end of the reserved rental period, neither the Car Rental Company nor the Rewards program will credit or refund you for the unused portion thereof. You agree to indemnify, defend, and hold harmless the us and TSYS Loyalty for any loss, damage, or legal actions against the car rental company as a result of Your or any Additional Authorized Driver's operation or use of the rented vehicle during the term of the car rental agreement. This includes any attorney fees necessarily incurred for these purposes. You will also pay for any parking tickets, moving violations, or other citations received while in possession of the rented vehicle. Neither we nor our affiliates is responsible for the performance of any car rental company.