Cash Builder Program

Terms and Conditions As of February 12, 2011

The following "**Terms and Conditions**" apply to the Cash*Builder* Program (the "**Program**") and include provisions relating to eligibility for enrollment, Reward accrual, redemption of earned Rewards and other important conditions and limitations.

As used in these Terms and Conditions, "you" or "your" means any individual who is an accountholder or joint accountholder on the Cash Builder Visa® credit card account associated with the Program (the "Cash Builder Account"). "We," "our," "us" and "PNC Bank" mean PNC Bank, National Association. The term "Rewards" is described under the How You Earn Rewards section of these Terms and Conditions.

Please read these Terms and Conditions carefully. Any use of your Cash *Builder* Account will constitute your acknowledgement of and agreement with all of the provisions specified below.

General Rules That Apply To This Program

- 1. Eligibility is restricted to individuals who are U.S. residents residing in the U.S.
- 2. You can earn Rewards on your CashBuilder Account only if your CashBuilder Account is at that time in Good Standing. Your CashBuilder Account will be in "Good Standing" if it (i) has not been assigned a closed status, (ii) is not deemed by us to be 30 or more days delinquent and (iii) except for Visa Signature accounts, is not in excess of the approved credit limit.
- 3. Reward information will be updated monthly on your CashBuilder Account statement. Each statement will reflect the status of your Rewards, including Rewards earned that Billing Cycle, Rewards redeemed, and total Rewards earned but not redeemed (described as your "Current Rewards Balance" on your monthly statement). Rewards will be redeemed on a first in, first out basis.
- 4. We reserve the right to alter, change and/or terminate these Terms and Conditions and to alter, change and/or terminate the Program, which may result in the cancellation of unredeemed Rewards, upon written (including electronic) notice to you. In addition, we reserve the right to immediately disqualify you from the Program if you have violated these Terms and Conditions or if you have, in our determination, misused the Program. Violation of these Terms and Conditions or misuse of the Program may result in forfeiture of unredeemed Rewards.
- 5. Rewards earned on your Cash Builder Account have no cash value until redeemed and may not be used as a direct payment for obligations to us or our affiliates. Rewards are not transferrable and cannot be aggregated among two or more separate Cash Builder Accounts. Rewards will be rounded to the nearest penny.
- 6. You are responsible for determining any tax liability for your Cash*Builder* Account. The Program is void where prohibited by federal, state, or local laws.
- 7. An individual may be an accountholder or joint accountholder on only one CashBuilder Account with the Program. CashBuilder Accounts may not be owned by a business entity, established in the name of a business entity, or used for business or non-household or non-family purposes. We have the right to limit the number of authorized users on any CashBuilder Account with the Program.
- 8. We may waive any obligation you have, or condition you must meet, under these Terms and Conditions without losing our right at a later time to enforce that same obligation. We will not lose any of our rights under these Terms and

Conditions if we delay taking action for any reason. If we take any other action, we will not lose any rights under these Terms and Conditions.

- 9. If you dispute any aspect of the Program with respect to your Cash*Builder* 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 Cash*Builder* 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. For example, if you made a purchase on April 15 that appears on your statement dated May 1 and you believe that we miscalculated the Rewards you earned for that purchase, you must notify us as specified above within sixty (60) days of May 1.
- 10. These Terms and Conditions do not apply to any CashBuilder Accounts opened prior to February 12, 2011.

How You Earn Rewards

- 1. You will earn rewards for **Net Purchases** made using your Cash*Builder* Account ("**Rewards**"). We will determine your "**Rewards Tier**" (see paragraphs 5 and 6 of this section) based on **Adjusted Purchases**.
- 2. "Net Purchases" means purchases of goods or services made by you or your authorized user through the use of your CashBuilder Account for personal, family or household purposes, plus qualifying balance transfers (unless we will tell you that a balance transfer qualifies as a Net Purchase, it will be a non-qualifying balance transfer), minus merchant credits and plus or minus appropriate purchase adjustments posted to your CashBuilder Account. The term "Net Purchases" does not include (A) interest, annual membership fees, non-qualifying balance transfers, transactions made at a financial institution (such as purchasing gift cards, money orders, 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 us or our affiliates, debt cancellation fees, late fees, overlimit fees and other fees and charges assessed on your CashBuilder Account; or (B) purchases made at merchants with gambling, or gaming merchant category codes.
- 3. "Adjusted Purchases" means purchases of goods or services made by you or your authorized user through the use of your CashBuilder Account for personal, family or household purposes, plus balance transfers minus merchant credits and plus or minus appropriate purchase adjustments posted to your CashBuilder Account. The term "Adjusted Purchases" does not include (A) interest, annual membership fees, transactions made at a financial institution (such as purchasing gift cards, money orders, travelers checks or making loan payments) if the financial institution processes such transaction as a cash transaction, cash advance transactions (including access checks, ATM disbursements, and automated teller or cash equivalent item transactions), insurance premiums for insurance products obtained through us or our affiliates and debt cancellation fees (if such premiums or fees are processed by the merchant as a cash transaction), late fees, overlimit fees and other fees and charges assessed on your CashBuilder Account; or (B) purchases made at merchants with gambling, or gaming merchant category codes.
- 4. "Billing Cycle(s)" means a billing cycle or billing cycles of your CashBuilder Account.
- 5. Base Reward Earnings:

At the end of each Billing Cycle we will calculate your Adjusted Purchases for purposes of determining which of the following **Base Reward Tiers** will apply to Net Purchases you make in your next Billing Cycle. **You can earn Rewards on your Cash** *Builder* **Account that range from 1.25% to 1.75% of the amount of Net Purchases you make as follows:**

Earning Rewards During Your First Billing Cycle: You will earn Rewards of one and three-quarter percent (1.75%) of the amount of Net Purchases you make during the first Billing Cycle after your Cash *Builder* Account is opened.

Earning Rewards After the First Billing Cycle - Base Reward Tiers:

Base Reward - Tier 1: If you make \$1,999.99 or less in Adjusted Purchases on your Cash*Builder* Account in a Billing Cycle, you will earn Rewards of one and one-quarter percent (1.25%) of the amount of Net Purchases you make in your next Billing Cycle.

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Base Reward - Tier 2: If you make \$2,000.00 through \$3,999.99 in Adjusted Purchases on your Cash*Builder* Account in a Billing Cycle, you will earn Rewards of one and one-half percent (1.50%) of the amount of Net Purchases you make in your next Billing Cycle.

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Base Reward - Tier 3: If you make \$4,000.00 or more in Adjusted Purchases on your Cash*Builder* Account in a Billing Cycle, you will earn Rewards of one and three-quarter percent (1.75%) of the amount of Net Purchases you make in your next Billing Cycle.

6. How You Can Earn More Rewards When You Have A Qualifying Deposit Account – Whether You Use Your Cash Builder Account a Little or a Lot – Enhanced Reward Tiers:

If you have a **Qualifying Deposit Account** you can earn enhanced Rewards as follows:

1. **Enhanced Reward Tier 1:** If, as of the last day of a Billing Cycle, you have a **Qualifying Performance Deposit Account**, you will earn Rewards of one and one-half percent (1.50%) of the Net Purchases you make in your next Billing Cycle.

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2. Enhanced Reward Tier 2: If, as of the last day of a Billing Cycle, you have a Qualifying Performance Select Deposit Account, you will earn Rewards of one and three-quarter percent (1.75%) of the Net Purchases you make in your next Billing Cycle.

You will earn Rewards at either the applicable Base Reward Tier or the applicable Enhanced Reward Tier, whichever is higher.

See below for a list of Qualifying Deposit Accounts as of the date of these Terms and Conditions. You also can find a current list of Qualifying Deposit Accounts at pnc.com/cashbuilderrelationships.

Example of Enhancing Your Reward Earnings By Having A Qualifying Deposit Account

If, during your April Billing Cycle, you make \$2,100 in Adjusted Purchases, you would, based on these Adjusted Purchases, qualify for Base Reward – Tier 2, Rewards of 1.50% of Net Purchases made during your May Billing Cycle. If, as of the last day of your April Billing Cycle, however, you also have a Qualifying Performance Select Deposit Account and your most recent statement for that Qualifying Performance Select Deposit Account reflects that you met the minimum balance requirements for that Qualifying Performance Select Deposit Account, you would qualify for the higher Enhanced Rewards Tier 2, Rewards of 1.75% of Net Purchases made during your May Billing Cycle (instead of Base Rewards – Tier 2).

Qualifying Deposit Accounts

A Qualifying Performance Deposit Account is a PNC Bank Performance Checking Account so long as:

- such Qualifying Performance Deposit Account is open;
- you have maintained (1) an average monthly balance of \$1,500 or more in any one such Qualifying Performance Deposit Account or (2) a total average monthly balance of \$10,000 or more in such Qualifying Performance Deposit Account and any linked consumer checking, savings, money market, line of credit, auto or home equity installment loan, mortgage loan or investment accounts for which you are a signer (other than as an agent) if the linked account is a deposit or investment account, or a borrower if the linked account is a loan account, in the period covered by the most recent monthly statement issued to you for each such Qualifying Performance Deposit Account on or prior to the last day of the applicable Billing Cycle [for purposes of determining average monthly balances, linked accounts are those accounts that have been linked to a Qualifying Performance Deposit Account];
- such Qualifying Performance Deposit Account is not owned by a business entity, established in the name of a business entity, or used for business purposes or non-household or non-family purposes; and
- if the Cash Builder Account is in the name of more than one individual, all such individuals must be owners of the Qualifying Performance Deposit Account.

No other deposit accounts qualify as a Qualifying Performance Deposit Account.

A Qualifying Performance Select Deposit Account is a PNC Bank Performance Select Checking Account so long as:

- such Qualifying Performance Select Deposit Account is open;
- you have maintained (1) an average monthly balance of \$5,000 or more in such Qualifying Performance Select Deposit Account or (2) a total average monthly balance of \$25,000 or more in such Qualifying Performance Select Deposit Account and any linked consumer checking, savings, money market, or investment accounts for which you are a signer (other than as an agent) if the linked account is a deposit or investment account, or a borrower if the linked account is a loan account, in the period covered by the most recent monthly statement issued to you for each such Qualifying Performance Select Deposit Account on or prior to the last day of the applicable Billing Cycle [for purposes of determining average monthly balances, linked accounts are those accounts that have been linked to a Qualifying Performance Select Deposit Account];
- such Qualifying Performance Select Deposit Account is not owned by a business entity, established in the name of a business or used for business purposes or non-household or non-family purposes; and
- if the Cash Builder Account is in the name of more than one individual, all such individuals must be owners of the Qualifying Performance Select Deposit Account.

No other deposit accounts qualify as a Qualifying Performance Select Deposit Account.

- 7. **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 Cash*Builder* Account. The amount by which the total earned Rewards on your Cash*Builder* Account will be reduced will equal 1.25% of the amount of the Adjustment.
- 8. **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.

Redeeming Your Earned Rewards

You can request redemption of your Rewards by calling us at **1-800-282-7541** (or any other phone number we provide to you for redemption of your Rewards), via the Web at **pnc.com/onlinebanking**, or any additional redemption venue we might offer. If your Cash*Builder* Account is a joint account, any accountholder may redeem Rewards.

If your Cash Builder Account is in Good Standing, you have two redemption options for your Rewards. You can redeem your Rewards for:

- 1. A credit to your CashBuilder Account. Your credit will be applied to your CashBuilder Account within 5 to 7 business days after your valid redemption request is received. A Reward credit is not a payment on your CashBuilder Account. You must still make at least your required minimum payment (for Visa Signature accountholders, your "minimum revolving payment") by each payment due date in accordance with the terms and conditions of your CashBuilder Account.
- 2. A deposit to one of your PNC Bank savings or checking accounts. You will be able to choose to which checking or savings account your redeemed Rewards will be deposited except that you may not deposit your redeemed Rewards to a savings or checking account owned by a business entity, established in the name of a business entity, or used for business or non-household or non-family purposes. Also, if your CashBuilder Account is a joint account, the checking or savings account must be in the name of all of the CashBuilder Account accountholders. Your deposit will be credited to the selected savings or checking account within 5 to 7 business days after your valid redemption request is received.
- 3. You cannot redeem an amount less than \$50.00 in Rewards.

If your CashBuilder Account is not in Good Standing:

- 1. Earned Rewards totaling less than \$1 are automatically forfeited.
- 2. If your CashBuilder Account has been assigned a closed status: Any remaining unredeemed Rewards will automatically be redeemed for a credit to your CashBuilder Account within 30 days after your CashBuilder Account has been assigned a closed status.
- 3. If your CashBuilder Account is open: You cannot redeem an amount less than \$50.00 in Rewards. You may request redemption of your remaining unredeemed Rewards as a credit to your CashBuilder Account. The credit will be applied to your CashBuilder Account within 5-7 business days after your valid redemption request is received.
- 4. A Reward credit is not a payment on your Cash Builder Account. You must still make at least your required minimum payment (for Visa Signature accountholders, your "minimum revolving payment") by each payment due date in accordance with the terms and conditions of your Cash Builder Account.
- 5. Any unredeemed Rewards are automatically forfeited upon the commencement of any proceeding under any bankruptcy or insolvency laws by or against you.