

HALLMARK TRUST BLACK CREDIT MASTERCARD CARDHOLDER AGREEMENT

Important Information about the **MasterCard Black Card Credit Card Program**: Please carefully review the reward benefits (such as bonus miles/points and how miles/points are earned), interest rates and account fees and terms of this particular offer before applying.

1. **About Us and This Credit Card Program**: This credit card program is issued and administered by Hallmark Trust Limited ("**Hallmark Trust Black Credit MasterCard**") located at 1145 Leeward Highway, Compass Point, Providenciales, Turks and Caicos Islands, TKCA 1ZZ. Any account opened in response to this application shall be governed by the laws of the Turks and Caicos Islands. MasterCard is a registered trademark of MasterCard International Incorporated, and is used by us pursuant to a license.
2. **Express Delivery**: If you are approved for an account your card will be sent via next day FedEx delivery after your account is opened if your request for express delivery is made before 3:00pm ET of that day. If the request is made after 3:00pm ET delivery will be made the following day. Delivery will be made only to your home address and a signature is required. If you added an additional card user(s) on your application the additional card(s) cannot be expressed delivered.

3. Definitions

These are the definitions used in this Agreement:

- **'Card'**: any MasterCard® issued to you at any time or to an Additional Cardholder under this Agreement and references include any numbers or details that allow use of the card without physically presenting it where the context requires.
- **'Cash Advance'**: any cash withdrawal, purchase of travelers cheques or foreign currency, gambling transaction, money order or transfer made at your request (excluding Balance Transfers).
- **'PIN'**: The Personal Identification Number provided for use with the Card.
- **'Purchase'**: any transaction under which payment for goods and/or services is made by use of the Card or the Card number.
- **'We', 'us' and 'our'** refer to Hallmark Trust Ltd, and include its successors and any person to whom it has assigned its rights under this Agreement, 'you' means the person entering into this Agreement with Hallmark Trust Ltd and 'HTL Group' means Hallmark Trust Ltd, its subsidiaries, associated and affiliated companies.

4. Calculation of Balance

At the time the account is opened, we use a method called "average daily balance (including new purchases)".

5. Using the Account

- a. We will open an account in your name to record transactions under this Agreement (the "Account"). Transactions using the Card may be authorized by you or another person you allow to use the Account (an "Additional Cardholder") using, as the circumstances require, a combination of the Card, PIN or other security details associated with the Card or the Account or in other ways advised to you by us from time to time, subject to this Agreement, until the Card expiry date. Such authorization will be given to us or to a payee (for example, a retailer or supplier).
- b. Where a chip and PIN Card is used, a PIN must be used to authorize a transaction unless the transaction is executed at a distance, for example over the internet, in which case other security details will be requested from you or the Additional Cardholder to authorize the transaction.
- c. You must not use your Card or the Account for any illegal purpose nor allow anyone else to do so. If you do, you will be responsible for such use and may be required to reimburse us and MasterCard®, for all amounts which we or they incur as a result of such use.
- d. You may ask us to issue a Card to an Additional Cardholder. You are responsible for all use of the Card by the Additional Cardholder, including any use in breach of this Agreement. You must ensure the additional Cardholder complies with the relevant terms of this Agreement regarding the use, safeguarding and preventing misuse of the card. We will cancel any use of a Card by an Additional Cardholder on request if the Card is returned to us.
- e. Once you have your Card and the Card has been activated you may use it and draw credit under these terms and conditions. Credit may be drawn down earlier than this if we allow you to make a Balance Transfer before that time. You must not exceed your credit limit at any time. You may draw credit by using the Card to make Purchases, Cash Advances and we may allow you to make Balance Transfers. In determining your credit limit, we will take account of all factors which we reasonably believe to be relevant.
- f. We may allow other persons to make payments to the Account on your behalf.

6. Charges

- a. We will charge the Account with:
 - i. All amounts incurred by the use of the Card and all interest, fees, charges and costs referred to in this Agreement;
 - ii. our costs of seeking to enforce our rights under this Agreement, any costs we incur in tracing you, any costs of using a collection agency and any legal costs;
 - iii. the amount of any tax or other duty imposed upon this Agreement or the use of your card(s).
 - iv. Except for gambling transactions, we will charge a cash fee for Cash Advances. The amount of the fee is set out at the start of this Agreement.**
 - v. Any non-USD transactions (foreign currency transactions) are converted to USD by the card scheme (MasterCard) using wholesale market rates applying on the day conversion is made. We charge commission on foreign currency transactions at the rate specified at the start of this Agreement.

- vi. We will charge a fee for making a Balance Transfer. The amount is set at the start of this Agreement.
- vii. If you have not used your Account and Card for more than twelve months we may make a reasonable charge to your Account. We will give you 30 days' written notice before we do this. We remind you that you are free at any time to end this Agreement without penalty by giving us written notice.
- viii. We will charge interest on unpaid insurance premiums charged to the account at the same rate which applies to the relevant transaction to which they relate or, if there is no relevant transaction, at the rate applying to Purchases.
- ix. We may make a charge for any additional services we provide outside this agreement.

We will tell you of these charges when you ask for the service.

7. Authorizations

- a. The use of the Card may be restricted or refused:
 - i. if such use is causing, or would cause a breach of this Agreement;
 - ii. if we have reasonable grounds for suspecting that you, any Additional Cardholder or third party has committed or is about to commit a crime or other abuse in connection with use of the Card or the Account;
 - iii. as part of our procedures to prevent fraud or misuse of Cards. You may be asked for further information, including verification of your identity, when we are asked to authorize a transaction; or
 - iv. if you do not use your PIN when you use your chip and PIN card at a facility which requires you to use a PIN.
- b. You cannot rescind or revoke a Purchase or other transaction made by use of the Card or Card details once you have authorized the transaction to us or the payee (for example, a retailer or supplier). We will credit the Account with a refund only if the payee refunds us. We may charge the relevant rate of interest on such a transaction amount.
- c. Our authorizations process takes account of transactions which have been authorized by you and us but not yet applied to the account.
- d. When you place an order on the Internet with organizations who participate in MasterCard® SecureCode™ (designed to prevent fraud) you will be invited to register for the service applicable to your Card. If you do not do so, as part of our fraud prevention measures we may not authorize further Internet transactions with participating organizations.
- e. If a transaction is refused by us then we will give notice of this refusal via the supplier, retailer or other organization with whom you try to make the transaction. If you or the Cardholder were not made aware of this refusal around the time of the transaction, you can seek details of the refusal by calling Card Services **on 1-800-HallmarkCard.**

8. Repayments

- a. We will send you an online statement each month if there are transactions or other movements on the Account and you must tell us immediately if anything on your statement

is incorrect. You must pay us at least the amount shown as due for payment by the date indicated on the statement.

- b. Payments made by you will only take effect when Hallmark receives a wire transfer from you into our Correspondent Bank account and is cleared by us.
- c. We may tell you at our discretion if you may miss making a monthly repayment but if you do so, you may pay more interest as a result and any interest free period will not be extended.
- d. You should not make payments that place the Account in credit. If you do, we may still restrict the use of the Card and the Account to the amount of your credit limit.
- e. If you make a payment late or not at all, interest will accrue on the unpaid amount at the rate for that part of the balance remaining unpaid.
- f. You can at any time repay all or any sums owing under this Agreement, subject to you making the minimum monthly repayment, by making payment to us via wire transfer to Hallmark Trust Ltd Bank account at its Correspondent Bank.
- g. Payments received are applied to pay off the minimum payment shown on your statement, then the remaining balance on your statement, then any items not yet included in a statement. We will apply your payment first to any payment protection insurance premium, then to categories of balances in the following order:
 - Cash Advances
 - Purchases and Balance Transfers not being charged at a Promotional rate
 - Purchases and Balance Transfers being charged at a Promotional rate

In each category, interest and charges are paid first followed by the remainder of the balance.

9. Protecting the Card

- a. You and any Additional Cardholder must take all reasonable precautions to prevent the Card and the Card number, the PIN, your password, any internet password and internet identity number or any other security details for the Card or Account (the "Card Security Details") from being misused or being used to commit fraud. These precautions include:
 - i. sign the Card as soon as it is received and comply with any security instructions;
 - ii. protect the Card and Card Security Details;
 - iii. do not allow anyone else to have or use the Card;
 - iv. destroy any notification of the Card Security Details;
 - v. do not write down the Card Security Details nor disclose them to anyone else (other than any Additional Cardholder permitted to use them) including the police and/or our staff;
 - vi. if you change your Card Security Details to make them more memorable to you, do not choose sequences of letters or numbers that may be easy to guess;
 - vii. do not tamper with the Card;
 - viii. keep Card receipts securely and dispose of them carefully; and
 - ix. contact us about any suspicious matter or problem regarding the use of the Card at a terminal. We may disclose to the organization that provides the terminal any information we consider necessary to resolve any such matter or problem.

- b. If the Card is lost, stolen or liable to be misused for any reason, you must tell Hallmark Trust Ltd **immediately on our 24-hour telephone number 1800-HallmarkCard or email us at customerserviceBlack@hallmarkfinancial.com**
- c. Cards belong to us and must be **cut in half and returned immediately if we ask you to do so in any of the circumstances set out in Section 9d**, or where there is any other valid reason.
- d. You must co-operate with us and the police to recover lost or stolen Cards and to investigate any unauthorized transactions. If you are asked to report unauthorized transactions to the police, you must do so immediately and in any event within seven days of being asked. If you recover the Cards, you must not use them and should cut them in half and return them to us.

10. Misuse of the Card

If someone else obtains the Card or Card details with your, or any Additional Cardholder's consent, you will be liable for any use made of the Card by that person or anyone else, even if you have not authorized it, until you notify us under Section 9b. However, you will not be liable for any losses that arise from any misuse of the Card or Card details where they are used to buy goods or services remotely, such as over the Internet, by phone or mail order, subject to certain limited exceptions.

11. Liability for Failure to Make Transfers.

If we do not complete a transaction to or from the Card on time or in the correct amount according to our Agreement with you, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- a. if through no fault of ours, you do not have enough money on the Card to complete the transaction;
- b. if either your computer system or the Issuer's computer systems were not working properly and you knew about the problem when you started the transaction;
- c. if a merchant refuses to honor the Card;
- d. if circumstances beyond our control (such as fire, flood, terrorist attack or national emergency) prevent the transaction, despite reasonable precautions that we have taken;
- e. if you attempt to use a Card that has not been properly activated; or
- f. there are other exceptions stated in our Agreement with you.

12. In Case of Errors or Questions About Card Transactions.

If you think your periodic statement is wrong or if you need more information about a transaction listed on the periodic statement, please contact Hallmark Trust Ltd. as soon as you can by calling 1-800-HallmarkCard or contacting us by email at customerservice.hallmarkfinancial.com. We must hear from you no later than ten (10) days after we made available the FIRST periodic statement on which the problem or error appeared. When notifying us, you must:

- a. tell us the name, address, and account number of the Cardholder;
- b. describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and

- c. tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within twenty (20) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. We will tell you the results within three (3) business days after completing our investigation and we will correct any error promptly. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

13. Right to Receive Documentation.

You have the right to request copies of documents the Issuer uses in its investigation when you notify the Issuer of an error or question about your periodic statement as described herein.

14. Your Liability for Unauthorized Transfers.

Tell us AT ONCE if you believe the Card has been lost, stolen or is subject to unauthorized use. Contacting us by telephone at 1-800-HallmarkCardf is the best way of keeping your losses down. If you need to report a lost or stolen card or unauthorized usage outside of our regular business hours you should call the local office of MasterCard. You could lose all the money on the Card. If you check your account online and it discloses transactions, you did not authorize tell us at once. If you do not tell us within five (5) days after the date you lost the Card or it was stolen or subject to unauthorized use, you may not get back any money if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we may extend the time periods at our discretion.

15. Please check your account activity online frequently

Notice in Event of Unauthorized Transfer. If you believe the Card has been lost or stolen or that someone has or may use your account without authorization, call Hallmark Trust Ltd. Customer Service at 1-800-HallmarkCarf or contact us by email at customerservice@hallmarkfinancial.com

Consent to Jurisdiction. You consent and submit to the exclusive jurisdiction of the courts located in Turks & Caicos Islands in all controversies arising out of or in connection with your use of the Card and this Agreement.

Void Where Prohibited. Not all services described in this Agreement are available to all persons or at all locations. We reserve the right to limit, at our sole discretion, the provision of any such services to any person or in any location. Any offer of a service in this Agreement shall be deemed void where prohibited.

Non-Assignability. You may not assign or transfer this Agreement or any of your respective rights, obligations, duties, responsibilities or liabilities under this Agreement, and any attempt to the

contrary shall be null and void. This Agreement shall be binding on you and your respective executors, administrators, and permitted assigns. The Issuer may assign this Agreement on thirty (30) days' notice to you.

16. Variations

- a. We may, at our discretion, change any of the terms of this Agreement, including interest rates (and the APR) (either generally or on specific promotions only), the repayment date or amount, the statement date, Default Charges, fees or other charges, or introduce new terms. In particular, we may vary the interest rate(s) and the APR depending on our assessment of your ability to meet your financial commitments (including considering your credit history and information held about you by credit reference agencies) and how you conduct your Account from time to time.
- b. These changes would be personal to you and we do this to ensure there is a fair allocation of the risks and costs of borrowing between our different customers. Where any change is to your benefit, we will give you at least 7 days' written notice of the change. Otherwise, we will give you at least 30 days' written notice, unless Section 11c applies.
- c. The reasons why we make changes to the terms of this Agreement include:
 - i. a change in law, industry code or good banking practice;
 - ii. a change to the cost of providing services to you, including money market rates or bank base rates;
 - iii. as a result of a change to our way of doing business including the introduction of new technology;
 - iv. to reflect our policies on the competitiveness, market share and profitability of our business, where we are not acting dishonestly, for an improper purpose, to discriminate against a particular customer or as an unreasonable financial institution;
 - v. to make the Agreement clearer to you; or
 - vi. any other valid reason.
- d. If we change the terms of this Agreement, we may change your Card, Account number and PIN and cancel the Card that your new Card replaces. The balance on the Account will become subject to the new terms. If we do this, we will give you 30 days' written notice.
- e. If you are unhappy with any changes made by us under this Section 11, you may end this Agreement by giving us notice under Section 13c before the change takes effect.

17. Business Days.

business days are Monday through Friday, excluding legal holidays in the Turks & Caicos Islands. Our hours of operation are 8.30 am to 5.00 pm Eastern Standard Time.

18. Restricting Card use and ending this Agreement

- a. This Agreement has no fixed or minimum duration; however, we may cancel or suspend the use of the Card for all or any purposes or refuse to replace or reissue the Card if:
 - i. we believe that there is a significantly increased risk that you may not be able to fulfil your duty to repay the credit in line with this Agreement and this includes situations such as

- you going bankrupt or having similar proceedings taken against you, if any of the information you gave us when you applied for the credit is found or suspected to be to be untrue, if adverse information is received from credit reference agencies or if you die;
- ii. we have reasonable grounds for suspecting fraudulent or unauthorized use of the Card; or
 - iii. we have reason to believe that the security of the Card or Card details has been compromised.
- b. We may end this Agreement in any of the circumstances set out in Section 18a, or if you seriously breach the terms of this Agreement (for example, if you do not make repayments on time or at all) and demand repayment of the balance on the Account, in each case we will serve on you any notice required by law.
- c. This Agreement has no fixed duration, however it will also end when either of us gives notice in writing to the other and where you end this Agreement, when you return to us all Cards. We will give you 2 months-notice if we end this Agreement under this Section 13a.
- d. If this Agreement ends:
- i. you must ensure there is no further use of the Card, and cancel any payment authorities and standing orders;
 - ii. you will be liable for transactions made before or after this Agreement ends (apart from any referred to us for authorization after it ended);
 - iii. the terms of this Agreement will continue to apply until we have been paid in full; and
 - iv. we may require immediate repayment of the balance on the Account.
- e. On your death, the obligations under this Agreement will continue until all Cards have been cut in half and returned to us and the balance on the Account has been paid. Any Additional Cardholder must immediately stop using the Card and must return it to us cut in half.

19. Change of Terms.

Subject to the limitations of applicable law, we may at any time change or remove any of the terms and conditions of or add new terms or conditions to this Agreement. We will send notice of any such change to you by electronic mail to the address listed on the Issuer's records. Alternatively, we will post a notice of any change on our website. As of the effective date included in any notice, the changed or new terms will apply to the Card, including, without limitation, all future transactions made using the Card. Notwithstanding the foregoing, advance notice of any change may not be given if it is necessary to make any such change immediately in order to maintain or restore the security of the Card or any related payment system. If any such change becomes permanent and disclosure to you of the change would not jeopardize the security of the Card or any related payment system, notice will be provided to you within thirty (30) days of making the change. In particular, the Issuer may impose limits on the amount that can be loaded or re-loaded to the Card.

20. Fees and Charges.

We will charge you the fees and charges set forth on the Schedule of Fees and Charges incorporated herein by reference. All fees and charges will be deducted automatically from the Card account balance at the time the fee or charge is incurred.

21. Unclaimed Property.

If we have no record of transactions on the Card for six (6) months, the Card will be considered dormant. If this occurs, we will attempt to locate you at the address shown in our records. If we are unable to locate you, any value remaining on the Card will be assessed as an account closing fee. We may deduct a Dormancy Fee, described in the "Schedule of Fees and Charges."

22. General

- a. We may at any time transfer our rights and/or our obligations under this Agreement to someone else. If we do this, it will not affect your rights and/or your obligations. You may not transfer any of your rights and/or obligations.
- b. Any security given by you to us does not apply to this Agreement.
- c. We may, at our discretion, relax any of the terms of this Agreement but we shall still be entitled to strictly apply them again at any time.
- d. If you have a dispute with someone else over a transaction made with your Card, you must keep making payments to us while you are resolving it.
- e. We may use any credit balance on any other account you hold with us, to reduce or repay any sums you fail to pay under this Agreement. We will give you a reasonable opportunity to pay the outstanding sums before we do so. We will tell you as soon as possible after we do so.
- f. We will not be liable to you for any loss due to:
 - i. any failure or delay in providing our service caused by strikes, industrial action, failure of power supplies or computer equipment or other causes beyond our reasonable control;
 - ii. anyone else or any cash machine not accepting or retaining your Card, or the way in which any such non-acceptance is conveyed to you.
- g. This Agreement is governed exclusively by the jurisdiction of the courts located in Turks & Caicos Islands in all controversies arising out of or in connection with your use of the Card and this Agreement and you agree that any legal case concerning this Agreement will be heard by courts of the Turks & Caicos Islands.
- h. We are required by law to tell you that the terms of this Agreement are in English and that we will communicate with you at all times in English. You may at any time during the term of this Agreement request a copy of this Agreement.
- i. You must notify us immediately if you change any of your name, address, telephone number or your email address.
- j. Any Additional Cardholder has no right under the Contract to enforce any term of this Agreement.

23. Your information

a. Confidentiality

- i. Information we hold about you will not be disclosed to anyone (including other members of the HTL Group), other than where:
 - we are legally required to disclose,
 - we have a public duty to disclose,
 - our interests require disclosure,
 - the disclosure is made with your consent,
 - as set out in the terms below.

b. Crime Prevention and Debt Recovery

- i. To prevent crime, verify your identity, recover debt and to meet our legal obligations, we may exchange information within the Turks and Caicos Islands) and, where appropriate, with other members of the HTL Group and where appropriate, with fraud prevention, law enforcement, debt recovery agencies and other organizations including other lenders.
- ii. If you give us false or inaccurate information and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.

c. Data Processing

- i. Information may also be processed for the purposes of complying with applicable laws, including anti-money laundering and anti-terrorism laws and regulations and fighting crime and terrorism. This may require the disclosure of information to a Turks and Caicos Islands governmental or regulatory authorities or to any other person we reasonably think necessary for these purposes.
- ii. We may provide information about you and the conduct of your account to any additional cardholder and to any person to whom we transfer our rights and obligations under this agreement.

24. Complaints Procedure

- a. If we do not deliver the standard of service you expect, or if you think we have made a mistake, please let us know. We will then investigate the situation and, if necessary, set about putting matters right as quickly as possible. In addition, we will take steps, where appropriate, to prevent a recurrence. Please allow your branch manager or the manager of the department concerned the first opportunity to answer your concerns and put matters right. However, if you remain dissatisfied and would like further information about our process for resolving complaints please ask for our explanatory leaflet 'Listening to your comments'.

25. Entire Agreement.

This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings or agreements with respect to such subject matter.

26. Section Headings.

Section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any provision of this Agreement.

27. Severability.

If any of the terms of this Agreement, are invalid, changed by applicable law or declared invalid by order of court or regulatory authority, the remaining terms of this Agreement shall not be

affected, and this Agreement shall be interpreted as if the invalid terms had not been included in this Agreement.

28. Disclaimer of Warranties.

Except as expressly otherwise provided in this Agreement, we make NO representations or warranties of any kind to you, whether express or implied, regarding the **Hallmark Trust Black Credit MasterCard**, CUSTOMER SERVICE FUNCTIONS, or any other subject matter of this Agreement, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

29. LIMITED LIABILITY.

EXCEPT AS OTHERWISE EXPRESSLY REQUIRED BY THIS AGREEMENT OR APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU FOR PERFORMING OR FAILING TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT UNLESS WE HAVE ACTED IN BAD FAITH. WITHOUT LIMITING THE FOREGOING, WE WILL NOT BE LIABLE TO YOU FOR DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, RIOTS, FAILURE OF MERCHANTS TO HONOR THE **HALLMARK TRUST BLACK CREDIT MASTERCARD**, FAILURE OF HALLMARK TRUST LTD. TO PROVIDE ANY SERVICES, FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES, FAILURE OF COMMUNICATION SYSTEMS, OR FAILURES OF/OR DIFFICULTIES WITH OUR EQUIPMENT OR SYSTEMS. NOT IN LIMITATION OF THE FOREGOING, WE WILL NOT BE LIABLE TO YOU FOR ANY DELAY, FAILURE OR MALFUNCTION ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, ANY PAYMENT SYSTEM OR ANY CUSTOMER SERVICE FUNCTION. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES.

PRIVACY POLICY STATEMENT OF THE ISSUER. The Issuer does not disclose any "nonpublic personal information" about our customers or former customers to anyone, including nonaffiliated third parties, except as permitted by law. "Nonpublic personal information" would be information about you and your relationship with us that we believe is not generally available to the public. As part of our efforts to serve you better, we do collect nonpublic personal information about you from the following sources: 1) information we receive from you on applications or other forms; 2) information about your transactions with us, our affiliates, or others; and 3) information we receive from a consumer reporting agency. We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you.

Internet gaming may be illegal in your jurisdiction. Since the **Hallmark Trust Black Credit MasterCard** may only be used for legal transactions, you should confirm whether your jurisdiction allows gambling before paying with your **Hallmark Trust Black Credit MasterCard**. Display of the MasterCard logo by an online merchant does NOT mean that Internet gambling transactions are legal in all jurisdictions in which **Hallmark Trust Black Credit MasterCard** cardholders reside.

30. MASTERCARD BLACK CARD REWARD PROGRAM RULES

This document contains the official Rewards Program Rules (“Program Rules”) for the MasterCard Black Card Rewards Program (the “Program”) associated with the MasterCard Black Card account (“Account” or “Card”) issued by Hallmark Trust Limited and includes important conditions and limitations. “You,” “your” or “Primary Card member” means the person who applied for the Account. Use of your Account constitutes your acceptance of each of the terms described herein. Capitalized terms not defined in these Program Rules have the meaning ascribed to them in the Card Member Agreement. Please read these Program Rules and keep this document in a safe place.

1. MasterCard Global Service™

The MasterCard Global Service program extends the Issuer’s customer service infrastructure around the world. Available to all MasterCard cardholders who are traveling outside their home countries, MasterCard Global Service provides unprecedented emergency customer service—anytime, anywhere, and in any language. MasterCard Global Service gives cardholders access to the following services provided by their Issuers, MasterCard, and third-party service providers.

Lost and Stolen Reporting Service (LSR Service): cardholders can file lost or stolen card reports and initiate the process to have their cards cancelled and replaced.

Emergency Card Replacement Service (ECR Service): cardholders can have their lost or stolen cards replaced quickly— anywhere in the world—at a convenient location. ECRs are delivered in the United States and almost everywhere else within convenient timeframes.

Emergency Cash Advance (ECA): cardholders whose cards have been lost or stolen can request an emergency cash advance and make any necessary pickup/delivery arrangements. Through the MasterCard relationship with Western Union, your cardholders can access cash at 233,000 locations worldwide.

ATM Locations: cardholders can call to find the location of a nearby ATM in the MasterCard ATM Network and cardholders can obtain cash at more than one million ATMs worldwide.

2. Concierge Service

Provides access to a range of services that save cardholders time and makes their lives easier is our Concierge Service promise. We offer cardholders the benefit of extra support and personal assistance with all types of services, 24/7/365, from finding just the right restaurant and securing reservations, providing assistance for your travel arrangements, finding tickets for the most popular and difficult-to-get-into entertainment events to service providers’ referrals and special delivery arrangements.

With more than 60 offices around the world and a staff of concierges speaking 35 languages, no matter where in the world the cardholder finds himself, our concierges channel their passion and attention to detail into delivering above and beyond the cardholder’s expectations.

Whenever cardholders need help they can talk to a concierge “live” by telephone. Mastercard® Black Card Concierge offers global service, but our knowledge and expertise is local, allowing us to offer all types of assistance, tailored to each cardholder’s specific needs, and fulfill an extensive range of cardholder requests, including:

- **Information:** For business and leisure trips the concierge team can provide details and advice on travel destinations, business etiquette in foreign countries, passport and visa requirements, and weather. They can also provide information on tour dates, entertainment events, sports schedules, trade fairs and exhibitions, as well as restaurant recommendations in cities around the world.
- **Reminders:** Cardholders can register all of their special dates – including anniversaries, birthdays, expiration of documents, renewal of insurance policies, holidays – and be sure never again to forget an important day or deadline.
- **Referrals:** If cardholders need help in locating trustworthy and reliable services, the concierges can refer them to business services (e.g. secretaries, courier services), local and home services (e.g. plumbers/electricians, babysitters, language schools, personal trainers, etc.), and professional services (e.g. doctors, dentists, legal services, vaccination and ambulance services). The concierges have these details, and much more, at their fingertips.
- **Travel Issues & Arrangements:** Making the travel experience stress-free is the concierges’ goal, so they are fully equipped to assist with location & recovery of lost baggage (on any airline), location & forwarding of lost property, transportation arrangements (e.g. limo and helicopter booking), charters of yachts, aircraft and private trains, and property location and rental (short term). All designed to let cardholders focus on enjoying their travel time.
- **Entertainment:** Our concierges are experts in arranging access to all types of entertainment events, from rock and pop concerts, to ballet and opera, sports events, Broadway or West End shows, and all types of nightlife at home and abroad. They can also arrange for special access (e.g. private boxes or backstage visits) as well as attendance of premieres, and entrée to “impossible to get into” events and restaurants.
- **Gift Sourcing & Delivery:** Finding the perfect gift takes time – and sometimes global resources. Cardholders can leave that to the concierge team; they are experienced in searching locally and internationally for the perfect item and arranging its purchase and delivery. And our gift to the cardholder is total peace of mind.
- **Special Experiences:** The concierge team can support cardholders in investigating a range of special experiences, providing information on how to arrange cooking classes with professional chefs, golf lessons with PGA tour professionals, flights in fighter jets, rental of private islands, safaris and heli-skiing. Figuring out “how to” is more than half the challenge; our concierges make it easy.

3. MasterCard Travel Services

As a Platinum/WE/Black MasterCard cardholder, take advantage of great savings and value when you book your next vacation! Your MasterCard Travel Services personal travel advisor is available 8am-8pm, Monday through Saturday and will help you plan your entire trip.

Receive upgrades*, free breakfast, early check-in/late check-out* and special amenities at 1300+ 4 and 5-star hotels & resorts worldwide. Plus, exclusive savings and benefits on car rentals, air, tours and cruises.

4. MasterCard Airport Experience provided by LoungeKey

MasterCard Airport experience provided by LoungeKey provide all MasterCard Black™ cardholders: access to 750+ LoungeKey lounges in 120+ countries regardless of airline, frequent flyer membership or class of ticket. Access to MasterCard’s exclusive airport lounge network with an additional 30+ lounges including São Paulo, Mexico and Costa Rica. Exclusive dining and spa benefits and premium airport partners offers.

Mastercard Airport Experiences provided by LoungeKey provides affluent cardholders with the opportunity to relax, refresh, and enhance their airport experience as they wait for their flight.

a. Who Is Eligible:

- Mastercard Black™ cardholders.

b. How Mastercard Airport Experiences provided by LoungeKey Works:

- Before traveling, cardholders can access the Mastercard Airport Experiences provided by LoungeKey website airport.mastercard.com to view the participating lounges. Cardholders can also view a list of participating lounges and experiences by downloading and registering an account on the iOS or Android Smartphone App (search for “Mastercard Airport Experiences” in the app store to download). Cardholders can also view available offers by registering an account on the Mastercard Airport Experiences provided by LoungeKey website airport.mastercard.com or smartphone app.

c. Lounges

- To gain entry to the lounges, a cardholder must present their eligible Mastercard and quote the “LoungeKey” program to the participating lounge. Cardholders will be charged for the cost of their and their guests’ lounge visits unless the cardholder has been provided with complimentary visits from its issuing bank and for visits in excess of any complimentary visits provided. Guests are permitted at the discretion of each lounge. Cardholders can view the cost of a lounge visit and whether guests are permitted when they are logged into the website airport.mastercard.com, or via the Mastercard Airport Experiences provided by Loungekey app.
- In lounge, Cardholders will enjoy complimentary refreshments, newspapers, and television (where available). In addition, there is access to business facilities including phone, fax, conference and Internet facilities (where available).

d. Offers

- Download the Mastercard Airport Experiences provided by LoungeKey app to generate offer codes to take advantage of airside dining, retail and spa benefits.
- To access the offers, cardholders present their Offer QR Code, found and generated in the Mastercard Airport Experiences provided by LoungeKey smartphone app. Cardholders can view any associated Offer costs when they are logged into the website airport.mastercard.com, or the Mastercard Airport Experiences provided by Loungekey app.

e. General Information

- A list of participating lounges can be found and viewed using the Mastercard Airport Experiences provided by LoungeKey website or by registering in the smartphone app (search for “Mastercard Airport Experiences” in the app store).
- To use the digital Lounge Access QR Code from the smartphone app, Cardholders will need to register and create an online account (Username and Password).
- For dining, spa, and retail offers, cardholders need to register in the Mastercard Airport Experiences provided by LoungeKey website or smartphone app to select an offer and create an offer QR code, to provide to the merchant upon arrival.
- FAQs can be viewed online at:
 - <https://airport.mastercard.com/en/faq>

5. Boingo Wi-Fi for MasterCard Cardholders

Boingo Wi-Fi for MasterCard Cardholders provides unlimited free access through more than 1 million hotspots around the globe with speeds 4 times faster than the global average bandwidth speed. The hotspots are in locations such as airports, hotels, restaurants, cafes, inflight and more.

Boingo Wi-Fi for MasterCard Cardholders is a card benefit that keeps cardholders connected to the people and content they love with:

- Fast, easy-to-use, premium quality Wi-Fi at over 1 million hotspots worldwide.
- Access at locations including airports, hotels, coffee shops, restaurants, in-flight and more.
- Connections on up to four devices including mobiles, tablets and laptops.
- 24/7 customer support via email, phone, chat and social media.

a. Eligibility

Boingo Wi-Fi is being provided at no additional cost to eligible MasterCard Cardholders. Eligible Cardholders will need to register by creating a Boingo account. To determine if you're eligible, please call the number on the back of your Card.

b. The Wi-Fi network service is provided by Boingo

By subscribing for this benefit, you acknowledge that MasterCard is neither responsible for nor guarantees the quality, security, coverage or availability of Boingo's network of

Wi-Fi hotspots or partners, and you agree that use of the Boingo Wi-Fi network is at your own risk.

c. Use of the Wi-Fi services is governed by Boingo's terms

Your use of Boingo's Wi-Fi services is subject to Boingo's customer agreement, end user license agreement and other applicable legal terms and conditions, including Boingo's terms of use, privacy and security policies available at www.boingo.com. You will be given the opportunity to review Boingo's customer agreement, end user license agreement and other applicable legal terms and conditions before you enroll for a Boingo Wi-Fi for MasterCard plan.

d. Limit of 4 Devices

Eligible MasterCard Card Holders will be permitted to connect up to four devices at any time to the Wi-Fi network maintained by Boingo and its partners.

e. Changes to Boingo's Services & Hotspots

Available hotspots in Boingo's network are subject to change at any time. Visit <http://wifi.boingo.com> for a current listing of hotspots.

f. Enrollment

In order to access any Boingo Wi-Fi hotspot for free through the Boingo MasterCard Wi-Fi Benefit Plan, eligible Card Holders will need to first enroll in the MasterCard Plan through Boingo and create a new account with Boingo. Enrollment in the Boingo Wi-Fi for MasterCard plan is limited to authorized cardholders only.

g. Do you have an existing Boingo plan?

If you have an existing paid Boingo subscription plan, your existing plan will not be automatically cancelled when you enroll in Boingo's MasterCard Wi-Fi Benefit Plan. If you would like to cancel your existing paid subscription plan, call Boingo's dedicated MasterCard Wi-Fi Benefit Plan line at +1 310-893-0177. For local phone numbers or additional contact methods visit <https://mastercard.boingo.com/contact-us>.

h. Termination and Cancellation

This benefit is non-transferable and may be terminated for breach of any terms or conditions, as well as for abuse of your Boingo Wi-Fi account. This benefit is subject to change or cancellation without notice.

6. Purchase Protection*

Purchase Protection provides reimbursement for loss due to theft and/or accidental damage for the first days after the purchase (45 days for MasterCard Standard® and MasterCard Gold®, and 90 days for MasterCard Black™). The covered item must be entirely purchased with the eligible MasterCard card.

7. Extended Warranty*

Cardholders can benefit from the security and safety offered through the Extended Warranty coverage, knowing that most of the purchases made using their MasterCard® Black Card are protected beyond the original manufacturer's or store brand warranty.

This coverage extends the terms of the original manufacturer's or store brand warranty up to one (1) year for covered purchases that cease to operate satisfactorily and required repairs during the period covered.

If an optional Warranty plan is purchased with the item (in addition to the manufacturer's original or store brand Warranty), the manufacturer's original or the store brand Warranty, whichever is applicable, will be extended for up to one (1) additional year after both the original or store brand Warranty plus the optional Warranty coverage period end, provided the combined Warranty periods do not exceed three (3) years.

Extended Warranty provides extends coverage on the terms of the original manufacturer's warranty on covered items up to 1 full year. If an optional warranty plan is purchased with the item (in addition to the manufacturer's original or store brand warranty) after both store and brand warranty coverage period ends, whichever is applicable, will be extended for 1 year not to exceed 3 years. The covered item must be entirely purchased with the eligible MasterCard card.

a. Who is Covered:

MasterCard® Black Cardholders.

b. To Get Coverage:

Coverage is provided when you use your MasterCard® Black card for the entire purchase of a new, covered item. Please be sure to keep your receipts and Warranty paperwork in a safe place.

c. The Kind of Coverage You Receive:

For the Covered Purchases you made with your MasterCard® Black card, the Extended Warranty coverage extends the terms of the original manufacturer's or store brand warranty up to one (1) full year providing you with a benefit up to a maximum amount per occurrence determined in this section.

- The benefit provided is up to USD 2,500[†] per occurrence, with a maximum aggregate of USD 5,000[†] per twelve (12) month period.

If Covered Purchase is shipped via courier to a manufacturer authorized repair network, within the Cardholder Home Country, for repair or repair estimate, shipping costs up to USD 25[†] per occurrence will be covered.

d. Coverage Conditions/Limitations:

- Covered Purchases must be purchased entirely with the MasterCard® Black card and/or have been acquired with points earned by a rewards program associated with the MasterCard® Black card.
- Covered Purchases must have a minimum Warranty (manufacturer and/or store brand) of three (3) months; and cannot have greater than a maximum combined Warranty period (manufacturer and store brand) of three (3) years.
- Covered Purchases must have a valid Warranty, which means:
 - There must be a manufacturer authorized repair network and parts availability within the Cardholder Home Country;

- confirmation that the product is eligible for Warranty in the Cardholder's Home Country;
- the Warranty contains what the Warranty does and does not cover;
- the period of coverage;
- what the manufacturer will do to correct the problem; and
- whom to contact for Warranty services
- it is the Company's discretion to decide whether to have the item repaired or replaced, or to reimburse the original purchase price; less any rebates, discounts, rewards points or benefits received from other coverage provided.
- The Insured Person must take all reasonable measures to protect, save and/or recover the property.
- Online purchases are covered.
- Covered Purchases given as gifts are included.
- Covered Purchases do not have to be registered.
- Store brand Warranty on store brand items are covered.
- "Non-Auction" items that meet the definition of Covered Purchases are also included.
- The minimum original purchase price must be equal to or greater than USD 50.
- The Account must be in good standing at the time of purchase of the Covered Purchase.
- Benefits will not exceed the actual amount charged to the eligible MasterCard® Black Account or the benefit maximum.
- No person or entity other than the Cardholder(s) shall have any legal or equitable right. Remedy or claim of insurance proceeds and/or damages under or arising out of this coverage.
- Coverage shall extend to Acts of Terrorism as defined in the key terms and definitions section.

e. What is NOT Covered (Exclusions):

The following items are excluded from coverage under this plan of insurance:

- boats;
- motorized vehicles (including but not limited to airplanes, automobiles and motorcycles, and motorized vehicle parts and accessories);
- land or buildings (including but not limited to homes and dwellings);
- consumables and perishables or services (including but not limited to the performance or rendering of labor or maintenance, repair or installation of products, goods, or property, or professional advice of any kind);
- items which carry a Warranty of longer than three (3) years;
- items which carry a "satisfaction guaranteed" promise that provides product replacement or benefits for anything other than defects in materials and workmanship of the item;
- used, rebuilt and re-manufactured items;
- any shipping or promised time frames of delivery, whether or not stated or covered by the manufacturer's Warranty;
- any customized, unique, or rare items;
- cards that are co-branded with traditional or online retailer, distributors, wholesalers, product manufacturers, buying groups/clubs, or membership clubs;

- The Company and/or corresponding Reinsurer, if applicable, will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose The Company and/or corresponding Reinsurer, if applicable, its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.

f. Key Terms and Definitions:

Account: means an International Use Mastercard® Black card account that is open and in good standing (not cancelled, suspended or delinquent) at the time of Purchase of the Covered Purchase

The Company: means a Member Company of AIG Insurance Company underwriting the Insurance coverage, and/or corresponding Reinsurer, if applicable.

Auction: (online or live): means a place or Internet site where items are sold through price bids or price quotes; or where prices fluctuate based on the number of people purchasing, or interested in purchasing, a product. (Examples include, but are not limited to, eBay, Ubid, Yahoo, and public or private live auctions).

Cardholder: means a person who has an eligible Account and whose name is on the surface (embossed or other) of an eligible Mastercard® Black card provided by an Issuer in the issuing territory.

Covered Purchases: means items purchased entirely with your Mastercard® Black card and/or have been acquired with points earned by a Rewards Program associated with your Mastercard® Black card.

Damage (accidental): means items that can no longer perform the function they were intended to do in normal service due to broken parts, material or structural failures.

Good Standing: means an Account that is current in its dues and payments and follows all other requirements from the Issuer.

Home Country: means the country where an Insured Person has his/her true, fixed and permanent home and principal establishment, and to which whenever he/she has the intention of returning, which must be the same as the Issuing Territory of the Account.

Insured Person(s): means a Mastercard® Black cardholder or other eligible person(s) who are defined as being eligible under each program's "Who is Covered" provision in this guide.

Issuer: means a bank, financial institution (or like entity) or Corporation and/or Government Institution (CGI) that is admitted or and/or authorized by Mastercard to operate a Mastercard card program in the Issuing Territory.

Issuing Territories: means Antigua & Barbuda, Aruba, Barbados, Curacao, St Kitts & Nevis, St Maarten, Trinidad & Tobago, Virgin Islands U.S., Bahamas, Belize, Bermuda, Cayman Islands, Haiti, Jamaica, Turks & Caicos.

Mastercard: means Mastercard International (or Mastercard Worldwide), a corporation organized under the laws of the State of Delaware, USA, with a principal place of business at 2000 Purchase Street, Purchase, NY 10577.

Non-Auction Internet: means a non-auction Internet merchant with a valid tax identification number (or equivalent).

Policy: means a contract of insurance and any attached endorsements or riders issued to Mastercard.

Replacement Cost: means the amount it would cost to replace an item at current prices.

Reward Program: means a program developed/offered by Mastercard and Issuer, allowing cardholders to earn value (mileage points, cash, etc.) and redeem rewards (merchandise, travel, etc.) on an eligible Mastercard card. An eligible Rewards Program must be a consequence of “plastic”/card transactions associated with Mastercard, regardless of the value earned (mileage points, cash, etc.). Rewards programs where points are not generated by “plastic”/card transactions, or not associated with Mastercard at all, are not considered eligible Rewards Programs. For a Cardholder to be eligible for coverage, he/she must pay all associated taxes, shipping and handling fees and any other required fees with his/her eligible Mastercard card or eligible Mastercard reward points.

Services: means the performance or rendering of labor, maintenance, repair or installation of products, goods or property.

Warranty (extended warranty, store brand warranty, or manufacturer): means the contractual obligation to repair or to replace an article due to mechanical breakdown that renders the article unfit for its intended purpose. This explicitly excludes any performance guarantees, design defects, aesthetic conditions, acts of god, and consequential effects, amongst others.

Terrorist Act: means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in any connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm a government, the civilian population or any segment thereof, or to disrupt any segment of the economy. Terrorism shall also include any act which is verified or recognized as an act of terrorism by the government where the event occurs.

g. How to File a Claim

In the event of a claim, the following procedures should be followed:

- You (Cardholder) or the beneficiary or someone legally acting on behalf of either, must notify us as required in the Claim Notification Period, or your claim may be denied - Upon receipt of a notice of claim, the Plan Administrator, Claims Administrator or Insurance Company, will furnish to a claimant the necessary Claim Form(s);
- Complete the Claim Form(s) in its entirety signed and dated;
- Submit all Required Information (proof of loss), as outlined in this section no later than the Submission Period.

Please note, there may be additional information requested at times in order to process your claim. It is your responsibility to provide this information in order to process the claim.

For assistance with filing a claim, please call the specific Mastercard Global Service™ toll-free number for your country, or call direct, or collect, to the United States at: 1-636-722-8883 (English); 1-636-722-8882 (Español); 1-636-722-8881 (Português).

h. Extended Warranty *

Claim Notification Period: Within thirty (30) days from the date of incident or discovery.

Submission Period: No later than thirty (30) days from the date of Claim Notification.

Required Information (proof of loss):

- an original purchase receipt showing payment of the item was made entirely with the eligible Mastercard® Black card;
- legible copies of all warranty information including, but not limited to: the manufacturer's original warranty; the store warranty, or any other applicable extended warranty;
- copy of the repair estimate or itemized repair bill;
- copy of shipping invoice, if Covered Purchase is shipped via courier to a manufacturer authorized repair network, within the Cardholder Home Country, for repair or repair estimate;
- Cardholder's statement of Account showing it is eligible at the time of Purchase of the Covered Purchase.

Cardholder may be required to send in the damaged item(s), for further evaluation of the claim. Shipping costs up to USD 25+ per occurrence will be covered.

8. ATM Robbery & Assault Protection

If a MasterCard Black™ cardholder is robbed or assaulted during or immediately after using an ATM ("Cajeros Automaticos"), this program will replace stolen money and provide a benefit in case of death.

a. ATM Robbery (stolen money)

Cardholders are provided coverage against Robbery for stolen money for a maximum benefit amount up to USD+ 1,000.00 per occurrence, for the money you withdrew from any ATM (worldwide) using your MasterCard card, provided that:

- Robbery was committed using Violence and/or Assault on the cardholder; and
- Cash was stolen within 2 hours after the withdrawal from the ATM.

b. Death as Victim of ATM Assault

If a cardholder is a victim of an Assault while using your card at an ATM and suffers loss of life, this coverage provides a death benefit of USD+ 10,000.00.

c. Conditions/Limitations:

- The ATM Robbery benefit is limited to a maximum benefit of USD+ 3,000.00 per year.
- You must report the incident to the local Police authorities within 36 hours of the Assault and this report needs to indicate the covered time frame for which the Assault occurred, unless you are legally incapable of doing so.

- In the event of a claim, notice must be provided to the Insurance Company within 30 days of the date of incident. Failure to give notice within thirty (30) days from the date of the incident may result in a denial of the claim (please refer to the section, “How to File a Claim”).

d. What is NOT Covered by ATM Robbery & Assault Protection (Exclusions):

ATM Robbery and Assault Protection does not cover any loss, fatal or non-fatal, caused by or resulting from:

- any intentional act or fraudulent misrepresentation committed by the Insured Person or one of his close relatives (spouse or common law partner, child or parent);
- damages and/or liabilities to any third parties;
- damage or Loss to anything other than the money you withdrew from your account;
- damages and/or liabilities that happened before or after the covered robbery period;
- bodily injury not resulting in death (does not apply to ATM Robbery - stolen money).

e. Definitions – ATM Robbery & Assault Protection

- “Assault”** means any act of violence committed by a third party, generating physical injuries, with the intention to commit Robbery of the Insured Person.
- “ATM”** means an automated teller machine (ATM), Bankomatic, Cajeros Automaticos, which is a computerized telecommunications device that provides cardholders of a financial institution with access to financial transactions (i.e. withdrawals, deposits) in a public space, without the need for a human clerk or bank teller.
- “Loss”** with regards to ATM Robbery and Assault Protection means a Robbery, using Violence or Assault, of money withdrawn from an ATM; or/and Death caused by murder during an Assault within 2 hours of doing an ATM transaction with a covered card.
- “Robbery”** unlawful taking away of cash withdrawn from an ATM by force or intimidation, with the intention of permanently depriving the Insured Person of the money.
- “Third Party”** means any person other than the cardholder, their spouse, child or parent.
- “Violence”** means the use of physical force; or threatened use of physical force; or mental intimidation with the intent of committing harm that may cause a loss to an Insured Person.

9. Travel Assistance Services

As a MasterCard Black™ cardholder you can rely on Travel Assistance Services when you’re away from home. Travel Assistance is your guide to many important services you may need when traveling. Benefits are designed to assist you or your Spouse and dependent Children when you’re traveling 100 miles (160 km) or more from home. This is reassuring, especially when you visit a place for the first time or do not speak the language.

- Please keep in mind that Travel Assistance Services is not insurance coverage and that you will be
- responsible for the fees incurred for professional or emergency services requested of Travel Assistance Services (for example, medical or legal bills). Cardholders may

receive insurance benefits while on a Covered Trip through MasterAssist Black. This benefit may reimburse you for medical related expenses (Please refer to the MasterAssist Black section in this guide for additional information).

a. Who Is Covered:

MasterCard Black™ Cardholders, their Spouse and dependent Children, whether traveling together or separately.

b. Where The Service Is Available:

In general, coverage applies worldwide, but there are exceptions.

- i. Restrictions may apply to regions that may be involved in an international or internal conflict, or in those countries and territories where the existing infrastructure is deemed inadequate to guarantee service. You may contact Travel Assistance Services prior to embarking on a Covered Trip to confirm whether or not services are available at your destination(s).

c. The Kind of Services You Receive:

i. Travel Assistance:

- Before you begin your trip, Travel Assistance Services provides information on travel requirements, including documentation (visas, passports), immunizations, or currency exchange rates. The exchange rate provided may differ from the exact rate that Hallmark Trust Limited use for transactions on your card. Information on exchange rates for items billed on your statement should be obtained from the Hallmark Trust Limited.
- In case of loss or theft of your travel tickets, passport, visa or other identity papers necessary to return home, Travel Assistance Services will provide assistance in replacing them by contacting local police, consulates, airline company or other appropriate entities.
- In the event of loss or theft of the transportation ticket to return home, a replacement transportation ticket can be arranged.
- If you have a travel emergency and need cash, Travel Assistance Services can arrange to transfer up to USD 5,000 from a family member, friend, or business account.
- Please note that this service does not provide maps or information regarding road conditions.

ii. Medical Assistance:

- Provides a global referral network of general physicians, dentists, hospitals, and pharmacies.
- Provides help with prescription refills with local pharmacists (subject to local laws).
- In the event of an emergency, Travel Assistance Services will make arrangements for a consultation with a general practice physician. Additionally, the Travel Assistance Services medical team will maintain contact with the local medical staff and monitor your condition.
- If you are hospitalized, we can arrange to have messages relayed home, transfer you to another facility if medically necessary, or have

a family member or close friend brought to your bedside if you have been traveling alone (this will be at cardholder's expense).

- If the Travel Assistance Services medical team determines that adequate medical facilities are not locally available in the event of an accident or illness, Travel Assistance Services will arrange for an emergency evacuation to a hospital or to the nearest facility capable of providing adequate care.
- If a tragedy occurs, we'll assist in securing travel arrangements for you and your travel companion(s).

iii. Legal Referral:

- Provides you with English or Spanish-speaking legal referrals or consultations with appropriate embassies and consulates regarding your situation.
- Will assist in transfers of up to USD 5,000 in cash from a family member, friend, or business to cover legal fees or to post bail. There is no charge for referral services; however, legal and bail fees are your responsibility.

For questions or to contact Travel Assistance Services call 1-800-MC-ASSIST or the specific MasterCard Global Service™ toll-free number for your country, or call collect to the United States at 1-636-722-7111.

10. MasterRental

MasterRental™ is a smart way to save money and receive valuable insurance coverage when you rent a vehicle with an eligible MasterCard Black™ card.

When you rent a vehicle using your card, coverage will be provided for damages to the Rental Car caused by collision, Theft of and/or accidental fire. For claims instructions, please refer to the section "How to File a Claim".

d. Who Is Covered:

MasterCard Black cardholders and those designated as Authorized Drivers in the Rental Agreement.

e. To Get Coverage:

- i. Initiate the transaction under your name and pay for the entire Rental Company's security deposit using your card and sign the Rental Agreement.
- ii. Authorized Drivers whose name(s) appear as a driver on the Rental Agreement will also be covered;
- iii. Pay for the entire rental transaction (tax, gasoline, and airport fees are not considered rental charges) with your card and/or points earned by a rewards program associated with your card prior to picking up or immediately upon the return of the Rental Car; and
- iv. You must Decline any/all partial or full collision damage insurance or similar collision damage and loss damage waiver (CDW/LDW) offered by the Rental Company.

f. Length and Scope of Coverage:

- i. Coverage begins when you pick up the car and ends when you turn it in, limited up to sixty (60) consecutive days, worldwide.
- ii. Coverage is not provided where prohibited by law.
- iii. You may have difficulty utilizing the benefits of MasterRental in Australia, Ireland, Israel, Italy, Jamaica and New Zealand. Please contact your Rental Company before making your arrangements.

g. The Kind of Coverage You Receive:

- i. MasterRental provides a maximum benefit amount up to USD+ 75,000 per incident.
- ii. MasterRental provides “primary” insurance coverage for cardholders or Authorized Drivers that are legally liable and allowed by law for charges to a Rental Company per the Rental Agreement for damages caused by the Rental Car’s collision with another object; or Theft of the Rental Car; or Accidental Fire.
- iii. Back-to-back renewal Rental Periods are covered as long as the Insured Person returns to the Rental Agency from which the Rental Agreement was issued and applies for a new contract.
- iv. Coverage is also provided for equipment or accessories installed in the van for the purpose of assisting a handicapped driver.
- v. Coverage shall also extend to a loss caused by or resulting from Acts of Terrorism.
- vi. Benefits are provided for Reasonable and Customary towing charges, due to a covered loss, to the nearest qualified repair facility.
- vii. Coverage is provided for the “lesser” of:
 - the contractual liability assumed by the Insured Person with the Rental Company up to the
 - Actual Cash Value, subject to the maximum benefit amount of USD+ 75,000; or the Reasonable and Customary charges of repair or replacement, towing charges; and Loss of Use charges for a reasonable period while the Rental Car is being repaired as supported by a class and location specific fleet utilization log.

11. MasterAssist Black

MasterCard Black™ cardholders and family members can benefit from the security and safety offered through our comprehensive travel medical program. Some of the benefits provided are Medical Expenses, Emergency Medical Evacuation, Repatriation of Mortal Remains, Return of Dependent & Elderly, VIP Transportation Services, and Emergency Family Travel.

h. Who Is Covered:

Cardholders, a cardholder’s Spouse and dependent Children, whether traveling together or separately.

i. To Get Coverage:

Coverage is provided automatically when the entire cost of the Common Carrier passenger fare has been charged to your eligible MasterCard Black card and/or has

been acquired with points earned by a MasterCard Rewards program associated with your card (i.e. mileage points for travel).

j. Key Features:

Trips are covered for travel worldwide.

- i. Coverage is provided for Injury or Sickness, even if it is not an emergency.
- ii. Trips are covered up to a maximum of sixty (60) consecutive days.
- iii. Medical Expense coverage up to a maximum benefit amount of USD† 150,000 per person.
- iv. No limitation on the number of trips.
- v. Coverage is provided for both, one-way or round-trip travel.
- vi. Exceeds all travel insurance requirements of the Schengen Acquis (Agreement)
- vii. Covered losses caused by or resulting from Acts of Terrorism are not excluded.
- viii. Cashless Services: Payments for all covered Medical Expenses and Emergency Medical
- ix. Evacuations can be completed on a “Cashless” basis if MasterCard is notified at the point of service,
 - x. which means MasterCard can contact the Hospital or clinic directly and process payment without the
 - xi. need for any disbursement from the cardholder.

For questions or to contact MasterAssist Black to arrange for Cashless Services please refer to the MasterCard Global Service section in this guide.

Coverage	Maximum Benefit Amount:
Cardholder, Spouse & dependent Children	Up to USD† 150,000
Inpatient Hospital Cash Benefit	USD† 200 per Day up to 30 days
Emergency Medical Evacuation/ Repatriation	Up to USD† 100,000
Comfort Return Ticket to Home Country:	Up to USD† 7,500 for First-Class Airfare
Hotel Convalescence	Up to USD† 250 per Day for up to 5 Days
Emergency Family Travel Costs	Up to USD† 250 per Day for 5 Days and up to USD†\$7,500 for a one-way or round – trip airfare
Return of Dependent Children/Elderly	Up to USD† 25,000
VIP Transportation Expenses	Up to USD† 2,000
Home Help in Home Country	Up to USD† 150
Pet Boarding/Kennel Fees	Up to USD† 500
Repatriation of Remains	Up to USD† 100,000

k. **Medical Expenses** *: If an Insured Person suffers an Injury or Illness and needs medical attention while outside of his/her Home Country, benefits are provided for Covered Medical Expenses (a-g and which are not excluded). This coverage provides a maximum benefit up to USD† 150,000 per person.

l. Covered Medical Expenses include:

- i. charges made by a Hospital for room and board, floor nursing and other services, including charges for professional services, except personal services of a non-medical nature, provided, however, that expenses do not exceed the Hospital's average charge for semi-private room and board accommodation;
- ii. charges made for diagnosis, treatment and surgery by a Physician;
- iii. charges made for the cost and administration of anesthetics;
- iv. charges for medication, x-ray services, laboratory tests and services, the use of radium and radioactive isotopes, oxygen, blood transfusions, iron lungs and medical treatment;
- v. dressings, drugs, medicines, and therapeutic services and supplies that can only be obtained upon a written prescription of a physician or surgeon;
- vi. charges made for ground ambulance services;
- vii. dental Treatment resulting from injuries sustained to sound, natural teeth subject to a maximum of USD† 100 per tooth.

* The charges for services enumerated above shall not include any amount of such charges that are in excess of regular and customary charges or excluded.

m. What is Not Covered by "Medical Expenses" (Exclusions):

In addition to the MasterAssist Black General Exclusions, "Medical Expense" benefits are not payable for any loss, fatal or non-fatal, which are caused by or resulting from:

- i. a Pre-existing Condition, as defined herein;
- ii. services, supplies or treatment, including any period of hospital confinement, which was not recommended, approved and certified as necessary and reasonable by a Physician;
- iii. routine physical (including well-child care), laboratory diagnostic, x-ray examinations or other examinations, where there are no objective indications or impairment in normal health;
- iv. cosmetic or plastic surgery, except as the result of an accident;
- v. dental care, except as the result of injury to sound, natural teeth caused by accident;
- vi. eyeglasses, contact lenses, hearing aids, and examination for the prescription or fitting thereof, unless injury or sickness has caused impairment of vision or hearing;
- vii. expenses incurred in connection with weak, strained, or flat feet, corns, calluses, or toenails; the diagnosis and treatment of acne;
- viii. a connection with a deviated septum, including sub mucous resection and/or other surgical correction thereof;
- ix. organ transplants;
- x. any mental, nervous or emotional disorders or rest cures;
- xi. pregnancy if within 3 months of the expected date of birth.

n. Inpatient Hospital Cash Benefit:

If an Insured Person is hospitalized as an Inpatient, due to Injury or Illness while outside his/her Home Country, a benefit of USD† 200 per day will be provided for each day an Insured Person is hospitalized up to a maximum confinement period of 30 days, subject to one (1) day deductible. The Hospital confinement must be recommended by a Physician.

“Inpatient” means an Insured Person who is confined to a Hospital, under the recommendation of a Physician, and for whom a room and board charge is made.

o. Emergency Medical Evacuation/Repatriation:

This coverage will provide benefits for covered expenses incurred 100 or more miles away from an Insured Person’s residence or outside of the Home Country if any Injury or Sickness commencing during the course of a Covered Trip results in the necessary Emergency Medical Evacuation of the Insured Person.

An Emergency Medical Evacuation means (a) a legally licensed Physician certifies that the severity the Insured Person's medical condition warrants immediate Transportation from the place where the Insured Person is injured or sick to the nearest hospital where appropriate medical treatment can be obtained; or (b) after being treated at a local hospital, the Insured Person's medical condition warrants Transportation to his/her then current place of residence to obtain further medical treatment or to recover; or (c) both (a) and (b) above. The condition and expenses must be incurred 100 or more miles away from his or her home residence or outside his or her Home Country.

- This coverage provides a maximum benefit up to USD† 100,000 per person.

We will work to arrange any medical assistance and Emergency Evacuation services. Decisions regarding urgency of the case, the best timing and the most suitable means of transportation will be made in consultation with the local attending Physician and the patient’s receiving Physician.

For questions or to contact MasterAssist Black to arrange for Emergency Medical Evacuation/Repatriation please call 1-800-MC-ASSIST or the specific MasterCard Global Service™ toll-free number for your country, or call collect to the United States at 1-636-722-7111.

p. Coverage Conditions/Limitations:

- i. Expenses for special transportation must be: (a) recommended by the attending Physician or (b) required by the standard regulations of the conveyance transporting the Insured Person. Special transportation includes, but is not limited to, air ambulances, land ambulances, and private motor vehicles.
 - ii. Expenses for medical supplies and services must be recommended by the attending Physician.
- q. **Comfort Class Return to Home Country:** If an Insured Person is hospitalized outside of his/her Home Country for more than 24 hours, benefits can be provided to pay for the cost of airfare to return the Insured Person, Spouse or traveling companion to his/her Home Country.
- i. This coverage provides a maximum benefit up to USD† 7,500 per person for the cost of first-class airfare or whatever class seating is available.
 - ii. This coverage excludes any benefits paid under Emergency Medical Evacuation/Repatriation.

- r. **Hotel Convalescence Costs:** If an Insured Person is Hospitalized for more than three (3) days and must remain, under medical advice in a hotel (outside of their Home Country before medically released) while outside of his/her Home Country, benefits are provided starting immediately after being discharged from the Hospital for additional convalescence.

- i. This coverage provides benefits up to USD† 250 per day for up to five (5) days maximum.
 - ii. Emergency Family Travel Costs: If an Insured Person is traveling alone and is hospitalized for more than three (3) days while outside of his/her Home Country, benefits can be provided to bring one (1) immediate family member or friend chosen by the Insured Person to and from the Insured Person's bedside. The benefits are available to pay for the cost of airfare and hotel daily room charges incurred up to a maximum of five (5) days.
 - iii. This coverage provides benefits up to USD† 250 for hotel/lodging daily room charges for a maximum of five (5) days; and an additional benefit up to USD† 7,500 for the cost of round-trip airfare to bring one immediate family member or friend chosen by the Insured Person to and from his/her bedside.
 - s. **Return of Dependent Children/Elderly:** If an Insured Person is hospitalized for more than three (3) days, while on a Covered Trip, benefits can be provided to
 - a) bring an otherwise unaccompanied minor Child(ren) or Elderly Traveling Companion home; and/or
 - b) costs to bring and return an escort to accompany dependent minor Children or elderly traveling companion to return home.
 - i. This coverage provides a maximum benefit up to USD† 25,000 for incurred expenses.
 - ii. Benefits are not provided for any expenses provided by another party at no cost to the Insured Person or already included in the cost of the trip.
 - t. **VIP Transportation Expenses:** If an Insured Person is hospitalized while outside of his/her Home Country, benefits are provided to reimburse expenses for the costs of limousine, taxi or other car services provided to the Insured Person, Spouse and/or Children for:
 - i. Travel between the hospital and hotel; and/or
 - ii. Travel between hotel and airport to return the Insured Person to their Home Country, upon release from the Hospital.
 - This coverage provides benefits up to USD† 2,000 maximum per incident.
 - u. **Home Help in Home Country:** If an Insured Person suffers an Injury or Sickness while outside of his/her Home Country, benefits can be provided if the Insured Person requires home help assistance in their Home Country, provided that the Insured person has a covered Medical Expense claim for the same incident.
 - i. This coverage provides benefits up to USD† 150 maximum per incident.
 - v. **Pet Boarding/Kennel Fees:** If an Insured Person's return to his/her Home Country is delayed following an Injury or Sickness while outside of his/her Home Country, benefits can be provided for extra boarding and kennel fees for pet cats or dogs provided that the Insured Person has a valid Medical Expense covered under MasterAssist Black.
 - This coverage provides benefits up to USD† 500 maximum per incident.
- In addition to the General Exclusions, coverage is not available:
- If the Insured Person's cat or dog was not in a cattery or kennel for the duration of the Covered Trip.
- w. **Repatriation of Remains:** If the Insured Person suffers a loss of life while 100 or more miles away from his or her home residence or outside his or her Home

Country, benefits are provided for reasonable expenses to preserve and return the body home.

- This coverage provides a maximum benefit up to USD† 100,000 per person.

For questions or to contact MasterAssist Black to arrange for Repatriation of Remains please call 1-800-MC-ASSIST or the specific MasterCard Global Service™ toll-free number for your country, or call collect to the United States at 1-636-722-7111.

12. Trip Inconvenience Protection

MasterCard Black™ cardholders may benefit from peace of mind knowing that travel and accommodation expenses paid in advance are covered if a trip is unexpectedly cancelled or delayed.

x. Who Is Covered:

Cardholders, a cardholder's Spouse and dependent Children, whether traveling together or separately.

y. To Get Coverage:

Coverage is provided automatically when the entire cost of the Common Carrier passenger fare has been charged to your eligible MasterCard Black card; or has been acquired with points earned by a MasterCard Rewards program associated with your card (i.e. mileage points for travel).

- Coverage is effective only if the trip is purchased before the Insured Person becomes aware of any circumstances that could lead to the cancellation of his/her journey.

z. Trip Cancellation Coverage: Benefits may be provided for trips that are cancelled due to an unexpected death, Serious Injury or Sickness* of the Insured Person, the Insured Person's traveling companion, or Immediate Family Member(s) of the Insured Person.

- This coverage provides benefits up to USD† 3,000 for loss of travel and/or accommodation expenses paid in advance by the Insured Person; and for which the Insured Person is legally liable and which are not recoverable from any other source before the date of commencement of the journey.

aa. What is NOT Covered by Trip Cancellation (Exclusions):

- Trip Cancellation Coverage shall not include benefits for any loss arising from, caused directly and/or indirectly by:
- government regulations or control, bankruptcy, liquidation or default of travel agencies, or carrier caused cancellation;
- a loss covered by any other existing insurance scheme, government program or which will be paid or refunded by a hotel, travel agent or any other provider of travel and/or accommodation;
- bodily injury or sickness due to or in consequence of mental and nervous disorders, including but not limited to insanity;
- any claim related to disinclination to travel or financial circumstances of the Insured Person;
- suicide, attempted suicide, or intentionally self-inflicted injury;

- vii. failure to obtain required passport, visa or immunizations before departure;
- viii. alcohol or drug abuse;
- ix. any cancellations resulting from Civil or Foreign war, riots, popular movements, any pre-existing conditions, any effect of a source of radioactivity, epidemics, pollution, natural catastrophes or climatic events;
- x. elective, cosmetic, or plastic surgery, except as a result of an Injury caused by a covered Accident while coverage is in force;
- xi. pregnancy if within 3 months of the expected date of birth;
- xii. laws, regulations or orders, issued or made by any Government or Public Authority;
- xiii. an Insured Person traveling against the advice of a Physician;
- xiv. the default of any a) provider of transport; or b) agent of such provider;
- xv. strikes or labor disputes which existed or of which advance warning had been given prior to the date on which a Trip was booked;
- xvi. cancellation due to withdrawal from service temporarily or permanently of any Common Carrier on the orders or recommendations of any Port Authority or the Aviation Agency or any similar body in any country.

bb. **Trip Delay Coverage:** Benefits may be provided for Common Carrier trips that are delayed at least four (4) hours when the delay is caused by:

- i. inclement weather, which means any severe weather condition that delays the scheduled arrival or departure of a Common Carrier; or
- ii. equipment failure of a Common Carrier, which means any sudden, unforeseen breakdown in the Common Carrier's equipment that delays the scheduled arrival or departure of a Common Carrier; or
- iii. an unforeseen strike or other job action by employees of a Common Carrier, which means any labor disagreement that delays the scheduled arrival or departure of a Common Carrier.
- iv. This coverage provides benefits up to USD† 200 for losses as a result of a delay of at least four (4) consecutive hours from the time specified in the itinerary supplied to the Insured Person of the departure of the air Common Carrier in which the Insured Person had arranged to travel.

13. Luggage Protection

MasterCard Black™ cardholders can benefit from peace of mind knowing that expenses incurred as a result of delayed and lost luggage are covered, and expert assistance is available to help you find your lost luggage.

cc. Who Is Covered:

Cardholders, a cardholder's Spouse and dependent Children, whether traveling together or separately.

dd. To Get Coverage:

Coverage is provided automatically when the entire cost of the Common Carrier passenger fare has been charged to your eligible MasterCard Black card; or has been acquired with points earned by a rewards program associated with your card (i.e. mileage points for travel).

ee. The Kind of Coverage You Receive:

- i. Assistance Services:

- Expert assistance services are provided for tracking and locating lost Luggage.
- We will be responsible for keeping you informed of the status and location of the Luggage as information is available and will communicate with you on an on-going basis (at least once every 24 hours) until a final outcome has been determined.
- We will ensure the Luggage is shipped to your destination or your home.
- If the Luggage is determined to be unrecoverable, we will help you file claims and other necessary actions that may need to be taken.

To obtain assistance services provided through Luggage Protection, please call 1-866-252-7491 in the United States. If you are unable to access the toll-free number, please call collect 1-212-345-3514. You may also call the MasterCard® Global Service collect number 1-636-722-7111 or call the MasterCard® Global Service toll-free number in your country.

ff. **Delayed Luggage Benefits:** If your Luggage is delayed beyond four (4) hours after the actual arrival time at the intended destination, you will be eligible to receive up to USD† 600.00 in reimbursement for expenses incurred for purchases of essential clothing or requisites as a result of Luggage delay.

- i. Coverage is considered only for expenses incurred between four (4) hours and four (4) days after the actual arrival time at the intended destination. Coverage for delayed Luggage is not available in the Insured Person's city of permanent residence.

gg. **Lost Luggage Benefits:** If your Luggage is lost and determined to be unrecoverable by the Common Carrier, your Luggage is insured up to USD† 3,000.00. This applies to lost Luggage on any Covered Trip, domestic or international.

hh. Coverage Conditions/Limitations:

- i. Coverage commences once you have left the initial point of departure.
- ii. Your Luggage must be properly checked with and under the possession, care, custody and control of the Common Carrier during a Covered Trip.
- iii. Insurance coverage and assistance services are provided to you for Covered Trips, worldwide up to sixty (60) days.
- iv. A Covered Trip shall be deemed to have commenced when the Insured Person Boards Common Carrier transportation for the purpose of going on such trip; leaves the initial point of departure; and continues until such time as the Insured Person alights from common carrier transportation for the purpose of returning from such trip.
- v. Luggage, which appears to be delayed or lost, at the final destination, must be formally notified (immediately) and a claim must be filed with the Common Carrier.
- vi. It must be determined (and verified) to be delayed or unrecoverable by the Common Carrier.
- vii. Electronic equipment lost will be covered up to USD† 500 per item, not exceed the maximum benefit amount.
- viii. Excess Coverage - These benefits supplement the Common Carrier's liability for Luggage (delayed or lost). For example, if your Luggage is determined to be lost/unrecoverable and the full value (total original

cost) of the Luggage is USD+ 4,000 and the Common Carrier reimburses you USD+ 1,000, you're eligible for reimbursement up to USD+ 3,000.

ii. What Items are NOT Covered by Luggage Protection - Exclusions:

Lost Luggage Protection does not cover any loss for any of the following items:

- I. animals, birds or fish;
- II. automobiles or automobile equipment, boats, motors, trailers, motorcycles or other conveyances or their appurtenances (except bicycles while checked as Luggage with a Common Carrier);
- III. household furniture;
- IV. eyeglasses or contact lenses;
- V. artificial teeth or dental bridges;
- VI. hearing aids;
- VII. prosthetic limbs;
- VIII. musical instruments;
- IX. money or securities;
- X. tickets or documents;
- XI. perishables and consumables;
- XII. jewelry, watches, articles consisting in whole or in part of silver, gold or platinum, furs, articles trimmed with or made mostly of fur.

jj. What's NOT Covered by Luggage Protection - Exclusions:

Lost Luggage Protection does not cover any loss caused by or resulting from the following:

- i. wear and tear or gradual deterioration;
- ii. insects or vermin;
- iii. inherent vice or damage;
- iv. confiscation or expropriation by order of any government or public authority;
- v. seizure or destruction under quarantine or custom regulation;
- vi. radioactive contamination;
- vii. usurped power or action taken by governmental authority in hindering, combating or defending
- viii. against such an occurrence;
- ix. transporting contraband or illegal trade;
- x. breakage of brittle or fragile articles including radios, audio equipment and similar property;
- xi. trips returning to the original city of permanent residence in which the Insured Person resides (This
- xii. exclusion does not apply to Lost Luggage).

kk. Definitions – Luggage Protection

- i. "Luggage" means any case(s) used to carry belongings when traveling such as suitcases, trunks, and bags of travelers that is "checked" with and under the possession and control of a Common Carrier. This does not include carry-on items.