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## MILITARY STAR Rewards Program (or the "Program") Terms and Conditions

**Issuer:** Your MILITARY STAR credit card ("Card") account ("Account") is issued by the Exchange Credit Program (hereinafter "we", "our", or "us") located in Dallas, Texas. In these Program Terms and Conditions, "you" or "your", means all persons responsible for complying with this agreement, including the person who applied for the Account and the person to whom we address billing statements, as well as any person who agrees to be liable on the Account or who is an authorized user on the Account.

**Ability to Earn Rewards:** You are automatically enrolled in the MILITARY STAR Rewards Program by having an activated Card in good standing. If your Account is in default as described in your Cardmember Agreement, and/or your Account is closed for any reason, and/or there is any actual or suspected fraud or abuse related to the accrual of Points, we reserve the right to prohibit you or any authorized user on the Account from earning and redeeming Points through your Account until the next billing cycle after your Account is no longer in default, and to cause you to forfeit any Points in your Account. If your Points are forfeited for any reason, we will not reinstate these Points to your Account. If your Account is closed for any reason, your membership in the Program will be terminated and all remaining Points are forfeited.

"Good standing" means an Account that is not closed, bankrupt, charged off, fraudulent, blocked deceased, on a fixed payment plan, blocked when check writing privileges are revoked, over the credit limit, or delinquent because the minimum due payment has not been made for two consecutive billing cycles.

**Earning Rewards:** You will earn 2 Points for each \$1 of "Net Purchases" charged on your Account. After accumulating 2000 points, you will automatically receive a \$20 MILITARY STAR rewards card as explained below. Points are earned wherever the Card is accepted. Net Purchases means purchases of goods and services made by you or any authorized user on your Account minus any returns, refunds or credit adjustments rounded to the nearest dollar. Point accrual will begin upon the "Enrollment Date" in the Program. (Enrollment Date is the day on which we approve you as a Program member.) No retroactive Points will be awarded. You do not earn Points on Military Clothing plan purchases, interest, unauthorized or fraudulent charges, or fees of any kind.

Points awarded for purchases that are returned, refunded or otherwise adjusted will be deducted from your Points balance. Such deductions may result in a negative Points balance, in which case, any Points you earn will be applied to reduce that balance, and you will not be able to redeem Points until you again have a positive balance. Points will appear on your billing statement.

We reserve the right to determine, in our sole discretion, whether any transaction qualifies as a Net Purchase, and our determinations shall be final.

**Earning Restrictions:** Points earned are not transferable, have no cash value and cannot be used as payment of any obligation to us. If there is any actual or suspected fraud or abuse of the Program, failure to follow Program Terms and Conditions, or any misrepresentation by you or any authorized user on the Account, all unredeemed Points shall be forfeited and no additional Points shall accumulate. There is no maximum number of Points that you can accumulate in the Program.

**Expiration:** All unredeemable Points (Points less than 2,000 after the automatic redemption) earned by you and any authorized user on the Account will expire in February each year on the day your statement closes. (Example: 4,500 points would earn you 2 \$20 rewards cards and 500 points would be forfeited) You will also forfeit your unused and unexpired Points if you violate the prohibitions on the transfer of Points, sell or attempt to sell Points, file for bankruptcy, violate the Cardmember Agreement, or close your Account for any reason. You will not be entitled to and will not receive any compensation from us for your Points that expire or are forfeited.

**Automatic Redemption Process:** Points earned during a billing cycle are not available for redemption until they are posted on your billing statement. Points for transactions made on or near the end of your billing cycle may take up to one billing cycle to post on your billing statement. Once you accumulate the required number of Points, we will automatically mail you a MILITARY STAR rewards card. Your Account must be in good standing to redeem your Points. You can redeem your MILITARY STAR rewards card anywhere an exchange gift card is accepted. MILITARY STAR rewards cards cannot be credited to an Account, redeemed for cash, applied to a previous purchase or used for purchasing gift cards or e-gift cards. MILITARY STAR rewards cards expire 6 months from the date they are issued. Lost or stolen MILITARY STAR rewards cards are not replaceable. Selling MILITARY STAR rewards cards is prohibited. We reserve the right to revoke participation in the Program of any persons caught selling or attempting to sell MILITARY STAR rewards cards and all unused and unexpired Points will be forfeited.

**Program Restrictions:** We reserve the right to approve, deny or revoke participation in the Program for any reason whatsoever.

**Right to Change/Modify/Cancel:** Subject to any notice requirements and other limitations imposed by applicable law, the Exchange Credit Program may, at any time: (a) change, limit, or terminate any aspect of the Program or these Program Terms and Conditions, including the





**Right to Change/Modify/Cancel:** Subject to any notice requirements and other limitations imposed by applicable law, the Exchange Credit Program may, at any time: (a) change, limit, or terminate any aspect of the Program or these Program Terms and Conditions, including the types of Points available and the cost of Points; (b) terminate the Program in its entirety; (c) amend these Program Terms and Conditions in whole or in part, including adding provisions covering subjects not previously addressed; (d) discontinue or replace any Rewards with similar Rewards or Rewards of lesser, equal or greater value; (e) add or increase fees charged in connection with the Program; or (f) terminate your participation in the Program for any reason. Changes may apply retroactively and may affect outstanding transactions and Points, and may include, without limitation, the earnings rate for Points, the number of Points required to obtain Rewards, the type of transactions qualifying for Points, the type or value of Rewards, the expiration date of Points, and the maximum number of Points that may be earned per billing cycle or year. Any of the foregoing actions may be taken even if such actions affect the value of Points already earned. If the Program is terminated or a Membership is terminated, the Exchange Credit Program may also terminate any unused Points or Rewards that remain at the time of termination. Subject to any notice requirements, we may, at any time change, limit or terminate any aspect of the Program to comply with applicable law.

**Communications:** We may communicate with you regarding any matter related to the Program by mail, telephone, or electronic communication. You may update your contact information by signing in to your Account at [www.MyECP.com](http://www.MyECP.com). We are not responsible for communications, including military star rewards cards, lost due to change of address or other contact information, even if you opt-out of marketing materials from the exchange credit program, if your military star rewards program membership is still active, you will continue to receive relationship />operational emails related to MILITARY STAR Rewards Program unless your Account is cancelled.

**Program Activity and Customer Service:** You can view your Program activity online at [www.MyECP.com](http://www.MyECP.com) or on your monthly billing statement, which will show the number of unused Points in your Account and any redemption activity. For any questions regarding the Program, you can also call 1-877-891-7827 (additional OCONUS numbers available on [www.MyECP.com](http://www.MyECP.com)).

**Point Discrepancies:** You agree to notify us promptly upon the receipt of your Account statement of any errors relating to additions or deletions of Points on your Rewards Account but in no event later than sixty (60) days after the error appeared on your statement. If you fail to notify us, your statement will be considered accurate, and you will have waived all claims for adjustments. Point discrepancies do not constitute billing errors. Payments on your Account are due as provided in your Cardmember Agreement.

**Limited Liability:** We may waive any obligation you have under these Program 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 Program 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 Program Terms and Conditions.

Unless otherwise required by law or our agreements with you, neither the Exchange Credit Program, nor any of their respective affiliates, officers, directors, employees, or agents will be liable to you, or anyone making a claim on your behalf, in connection with (a) any termination of, change in, or temporary suspension of the Program; (b) any claim relating to any products or services purchased using any Points obtained through the Program; (c) any claim relating to any Other Program Benefit received; (d) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (e) any content, products or service appearing on a website to which a link is provided from the Program Website; or (f) any taxes that you incur as a result of receiving or redeeming Points or receiving Other Program Benefits. Notwithstanding the foregoing, any liability that we have to you in connection with the Program shall be limited to the amount of any Points you have earned in accordance with these Program Terms and Conditions.

By accumulating and redeeming Points under the MILITARY STAR Rewards Program, you and any authorized user on your Account agree to all of the Program features, limitations and restrictions contained in these Terms and Conditions as well as any additional Terms and Conditions contained in any Programs, promotions or transactions that may be offered to you or any authorized user on your Account from time-to-time and any terms and conditions in any certificate, coupon or document issued to you or any authorized user on your Account under the MILITARY STAR Rewards Program.

**Program Void:** The Program is void where prohibited by federal law. These Terms and Conditions set forth all the terms of the Program, and supplement any other terms provided by us or our agents. We have no other obligation with respect to the Program beyond those described in these Terms and Conditions and any supplemental terms. All interpretations of these Terms and Conditions, all determinations of Point discrepancies and the resolution of all other disputes shall be at our sole discretions, and our decisions will be final.

**Taxes:** You will be responsible for both determining and paying any federal, state, or local income tax, fees or other charges, if any, that may be imposed by any governmental or regulatory authority on Rewards obtained through the redemption of Points, whether or not such taxes, fees or other charges are imposed at the time of point redemption or subsequently. Should we be required to report taxes, tax reporting, if any, will be made to the tax ID number of the Account holder. Consult your tax advisor concerning any tax consequences that may arise from your participation in the Program.