



**CASH BACK  
VISA SIGNATURE®  
PROGRAM TERMS  
AND CONDITIONS**

**Effective January 16, 2018**



These City National Bank Cash Back Visa Signature Program Terms and Conditions (the “Terms”) govern the City National Cash Back Program (the “Program”) made available by City National Bank (“CNB,” “We” or “Us”) to its Cash Back Visa Signature Credit Card accounts (each an “Account” and collectively “Accounts”). The Program provides a cash back statement credit to an eligible Account for eligible transactions made under the Account as provided in these Terms.

## 1. **Definitions.**

(a) “Cash Advance” means a transaction other than a Purchase that allows You to obtain an advance of funds from the Account, such as from an automated teller machine (ATM), by phone, Internet transfers or other means, and any transactions that We consider to be equivalent to a Cash Advance, such as the purchase of money orders, lottery tickets, traveler’s checks, cashier’s checks, foreign currency, casino gaming and betting transactions, off-track wagers and similar items or transactions.

(b) “Card” means any credit card We issue under the Account to a Cardholder at Your request and all renewals of, and replacements for, that credit card, and includes the card number and other access device that We issue with respect to the Card.

(c) “Cardholder” means an individual to whom We have issued a Card at Your request under the Account.

(d) “Delinquent” means Your Account is 31 or more days past due.

(e) “Good Standing” means (i) Your Account is not Delinquent or otherwise in default, (ii) Your Account has not been canceled or closed by You or Us, or is not otherwise unavailable as a source for funding, and (iii) You or any Cardholder on the Account has not engaged in any fraudulent activity on the Account as determined by CNB.

(f) “Net Purchase” means the U.S. Dollar (USD) amount charged to an Account for the purchase of goods and/or services made by a Cardholder, minus returns and other credits. Net Purchase excludes (i) Cash Advances, (ii) balance transfers, (iii) interest charges, (iv) finance charges, (v) any fees and other charges, (vi) adjustments, (vii) any purchases in dispute, and (viii) any unauthorized and fraudulent transactions.

(g) “You” or “Your” means the accountholder(s) of an eligible Account.

2. **Eligibility.** You are eligible to participate in the Program if You have an Account and Your Account is and remains in Good Standing.

3. **Earning Cash Back on Net Purchases.**

(a) Cash back is earned and credited on an Account basis and not to each Card under the Account. Cash back is credited to the Card of the primary accountholder on the Account. The primary account holder is the individual first named in the name and address section on the Account’s billing statement.

(b) Your Account will earn 1.5% cash back for every USD of Net Purchases made by a Cardholder using a Card issued under Your Account. Cash back will be rounded up to the nearest cent. For example, if You make a Net Purchase in the amount of \$49.50, Your cash back of \$0.7425 will be rounded to \$0.75. Returns or credits applied to Your Account, such as returned or disputed Purchases, will reduce the amount of cash back earned on Your Account.

(c) You will continue to earn cash back as long as Your Account has not been canceled or closed by You or Us, or the Program has not ended.

(d) You do not earn interest on any cash back credited to Your Account. Cash back earned through the Program has no cash value, and You have no property rights nor other legal interest in the cash back earned under the Program, until such time as the cash back is credited to Your Account as provided in these Terms.

(e) New Accounts can begin to earn cash back as of the Account opening date. If Your Account is converted to this Program from another CNB credit card account that is enrolled in the City National Rewards® program, cash back on Your Account is not retroactive on Net Purchases occurring prior to the conversion date.

(f) We reserve the right, at our sole discretion, to disqualify any Account from participating in the Program and to forfeit all cash back earned for abuse, fraud or any violation of these Terms.

4. **Promotional Cash Back Offers.**

We may, but are not obligated to, offer special promotions or additional opportunities from time to time for

Net Purchases to earn a higher rate of than that specified in these Terms.

## **5. Statement Credit of Cash Back.**

(a) Cash back earned on Your Account will be credited to the Account each calendar quarter and will appear as a statement credit on the Account's billing statement that cycles in the last month of each calendar quarter, provided Your Account is in Good Standing at such time. You must have earned as least \$25 in cash back in the calendar quarter in order to receive a statement credit. If You have not earned at least \$25 in cash back for the calendar quarter or if Your Account is not in Good Standing, the amount of cash back earned will be carried forward until the calendar quarter in which the \$25 minimum in cash back has been reached, or Your Account has been brought back into Good Standing, as applicable, and the cash back will appear as a statement credit on the billing statement that cycles in the last month of that calendar quarter. The statement credit will appear as "Cash Back Credit" on the statement.

(b) Cash back statement credits will reduce Your Account balance but do not count and cannot be applied toward any monthly minimum payment due under the Account. You are responsible for making the monthly minimum payment due by the payment due date shown on Your Account billing statement.

(c) If the billing statement for Your Account shows a credit balance, You may request a refund of the credit balance by either calling the Customer Service phone number shown on Your most recent billing statement or by writing to Us at City National Bank, 350 S. Grand Avenue, 12<sup>th</sup> Floor, Los Angeles, CA 90071, Attention: Enterprise Cards - Operations. Any written request must be in a mailing separate from Your payment and not included on any payment coupon that You return to us with Your payment. We may reduce the amount of any credit balance by the amount or new charges or fees billed to Your Account.

(d) Cash back cannot be transferred or assigned to any other person or any other credit card or loan account or service You may have with CNB. However, if You notify Us that Your Card is lost or stolen, and We issue You a replacement Account, We will transfer Your earned cash back credits from Your old Account to the replacement Account.

(e) You are solely responsible for any taxes that may be owed as a result of any cash back earned and credited to Your Account. Please consult Your tax advisor if You have any questions about the Program. CNB does not provide tax advice.

#### **6. Cash Back Forfeiture.**

You will forfeit any cash back earned which has not been credited to Your Account if any of the following occur:

(a) Your Account has been canceled or closed by You or Us.

(b) The Program is terminated.

#### **7. Suspension or Termination of the Program.**

We may suspend or terminate the Program, in whole or in part, at any time and for any reason, upon sixty (60) days' prior notice to You. The suspension of the Program may result in the cancellation of Your ability to earn cash back and be paid cash back. If the program is terminated, and provided that Your Account is in Good Standing at the time of termination, We will credit You for the amount of cash back earned up until the date of termination, which will include any transactions that occurred prior to the date of termination but do not post to Your Account until after the termination date, subject to the \$25 minimum.

**8. Customer Service.** For more information or questions regarding these Rules, please contact Customer Service at (800) 998-6207.

#### **9. Miscellaneous.**

(a) We reserve the right to make any adjustments and correct any errors pertaining to the cash back statement credit, at any time and for any reason, including if a cash back statement credit has been erroneously credited to Your Account or if the amount credited to Your Account is in error.

(b) We may change the Program and these Terms, in whole or in part, at any time and will provide notice in accordance with applicable law. Program changes may include, but are not limited to, a change in the cash back earnings percentage, and a change in the timing when cash back statement credits are issued.

(c) These Terms and Your participation in the Program are governed by federal law, and to the extent

application, the laws of the State of California, no matter where You live or use the Program.

(d) We reserve the right to assign any rights We have in the Program to another creditor or party. The other creditor or party is then entitled to any rights We assign to them. You do not have the right to assign, transfer or sell Your Account.

(e) The Program is void where prohibited by federal, state or local law.

#### 10. **Acceptance of Terms.**

These Terms apply solely to the Program. The agreement applicable to Your Account and the Cards issued is provided separately. By You or any Cardholder activating, signing or using the Card issued, You acknowledge and agree that it means You have read and agree to these Terms. These Terms replace all prior terms and conditions with respect to the Program. The most current version of the Terms may be found at [www.cnb.com/cashbackvisa](http://www.cnb.com/cashbackvisa).



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