



## First Community Credit Union Terms and Conditions – GENIUS Card

### I. Description of the GENIUS Card

- a) The GENIUS card is a specialty credit card provided by First Community Credit Union ("Issuer") and managed by First Community's Foundation ("Administrator").
- b) Participation is exclusive to those who have a current GENIUS credit card from the Issuer ("GENIUS Card"). These individuals are defined as ("Cardholders").
- c) The Issuer reserves the right to disqualify any Cardholder from being a GENIUS Cardholder due to abuse, fraud, or any violation of the Cardholder terms and conditions. The Issuer may make such a determination in its sole discretion.
- d) The Issuer and the Administrator reserve the right to change the terms and conditions as well as the percentage of the purchase donated back amount at any time.
- e) Eligibility for the GENIUS Card is restricted to individuals who have a statement address within the 50 United States, the District of Columbia or any U.S. Possession or Territory.
- f) The GENIUS Card Privacy Policy is available at the Issuer's website under Privacy and Disclosures.

### II. 1% Donation to Support Education

- a) 1% of all transactions made using a GENIUS Card will be donated back to local school districts through the Education Foundation tied to each specific school district and/or private schools in the Houston community.
- b) 1% of all purchases will be calculated at the rate of:
  - 1. 1% of each purchase made on the Cardholder's GENIUS credit card will be rounded to the penny and accrued to donate to the cardholder's school district/private school they selected to support.
  - 2. Returned items will deduct 1% of the returned item total from the Cardholder's accumulated amount of transactions made to donate back to their selected school district/private school.
- c) 1% of each transaction is based on the net retail purchase transaction volume (i.e., purchases less credits, returns and adjustments) charged to the GENIUS Card during each day by the Cardholder. Net purchases are subject to verification. If a transaction is subject to a billing dispute, the 1% accrual amount of the transaction may be deducted from the cardholder's 1% total during the dispute period. If the transaction is reinstated, 1% of the transaction will be reinstated and accrued for.
- d) If more than one credit card has been issued for the same cardholder account, 1% accrual from each card will automatically be pooled together into one available accrual bucket.
- e) Accruals may not be combined with any other loyalty/frequency or reward program.
- f) FCCU Reward points may not be converted to donate through the GENIUS program. Cardholders participating in the FCCU Rewards Card program with an FCCU Reward Card must refer to the terms and conditions for the FCCU Rewards program.
- g) The 1% accrual amount has no cash value, is not the property of the cardholder, and cannot be bought, sold or transferred in any way (including upon death or as part of a domestic relations matter).
- h) 1% accrual amount is tracked on a first-in, first-out basis. The 1% accrual total for all purchases made will be donated to the school district/private school annually in May based on the cardholder's school selection to support.
- i) Cardholders may change the school district/private school they choose to support through the year by contacting FCCU to notify them of the new school district/private school they would like to support. There may only be one school district/private school selected at a time and funds may not be split across two school districts/private schools.

- j) The school district/private school selected as of April 30<sup>th</sup> each year will receive the donation in May for the corresponding year. All donations will be made by First Community's Foundation to the corresponding Education Foundation for each school district or directly to each private school supported.
- k) If no designation is made for the school district/private school to support, the card will default to support Spring Branch ISD.
- l) The Issuer and the Administrator shall have no liability for disagreements between Cardholders regarding the 1% accrual amount to donate back to the cardholder's selected school district/private school. The Issuer's decisions regarding 1% discrepancies shall be final.

### III. Eligibility

- a) To be eligible for 1% of all purchases to be accrued to support education, the Cardholder's account(s) must be open (meaning not voluntarily closed, canceled or terminated for any reason) and the GENIUS Card cannot have any other status preventing authorizations.
- b) The Cardholder agrees to release the Issuer and Administrator, and its vendors from all liability for any loss, claim, expense or damages sustained by the Cardholder, associated with the use of their GENIUS Card. The Administrator and the Issuer shall not be liable for consequential damages, and the sole extent of liability, if at all, shall not exceed the Visa limitations for liability pertaining to card usage in regard to a card being used fraudulently.
- c) The Cardholder is responsible for determining any tax eligibility for tax deductions arising from participation in the program. Consult your tax advisor concerning tax implications.
- d) Current school districts/private schools to select from to support include:

#### Local School Districts:

- Alief ISD
- Alvin ISD
- Conroe ISD
- Cy-Fair ISD
- Fort Bend ISD
- Katy ISD
- Klein ISD
- Lamar Consolidated ISD
- Magnolia ISD
- Spring ISD
- Spring Branch ISD
- Tomball ISD
- Waller ISD

#### Private Schools:

- Holy Spirit Episcopal
- Salem Lutheran School
- St. Cecilia Catholic School
- St. Elizabeth Ann Seton Catholic School

- e) If a cardholder would like to support a different school district/private school than one listed above, the cardholder must submit a request for review by FCCU to determine if the school district/private school can be added to support.
- f) A specific school, teacher or organization may not be supported through the GENIUS Card program.

### IV. Rewards Conversion

- If a cardholder converts or migrates from any reward-based credit card product, such as the FCCU Rewards Credit Card, to the GENIUS Credit Card, the following will apply:
  - a) Cardholder **must utilize all available rewards points prior to converting/migrating** their credit card.
  - b) Rewards points **do not carry over** to the GENIUS Credit Card.

- c) The GENIUS Credit Card **is not a rewards or points-earning credit card product.**
- d) Any unused rewards points remaining at the time of conversion/migration **will be forfeited.**
- e) Prior to migration/conversion of a rewards-based credit card to the GENIUS credit card, which is not reward-based, cardholder must be presented with and agree to this disclosure, stating that they understand rewards points **are not** carried over to the GENIUS Credit Card.

#### **IV. Contact Information**

- a) For questions, concerns or complaints, please contact the Administrator's customer service center at (281) 856-5300. You should expect a resolution to all inquiries within 5 business days.
- b) The Administrator's customer service center is open 24/7/365.
- c) The Program's website is [FCCU.org/GENIUS](https://www.fccu.org/GENIUS)