



Terms and Conditions

National Bank of Arizona (“we” or “us”) will use reasonable efforts to provide cardholders (“you”) with access to the AmazIng Rewards website (the “Website”) on a 24-hour, 7 days-a-week basis. We cannot promise that access to the Website will be uninterrupted or available at all times. We assume no liability or responsibility for any delay, interruption or downtime.

We make no warranty or representation of any kind regarding the Website, its Content, or the Products and Services offered on the Website (“Products and Services”), all of which are controlled and offered solely by RAZR MARKETING, INC. and other third-party providers arranged by RAZR MARKETING, INC. (If the Website, Content or any Product or Service is ever deemed provided or sold by us, we do so on a strictly “as is, where is” basis.) We expressly disclaim any express or implied representation or warranty that the Website will be free from errors, viruses or other harmful components; that communications to or from the Website will be secure and not intercepted; that the capabilities offered from the Website will be uninterrupted; that the Website’s Content will be accurate, complete or timely; or that the Products and Services will be delivered or free of defects, nonperformance, breach or nonconformance to descriptions. The fact that we provide you with Reward Points to redeem at the Website, and access to the Website, is not an endorsement or guarantee of any Content, Product or Service at the Website.

Limitation of Liability

In addition to the foregoing disclaimers, and subject to applicable law, your use of the Website and other websites linked thereto, Content thereon, and Products and Services there from, is at your sole risk. Products and Services made available on the Website are subject to conditions imposed by RAZR MARKETING, INC. and the third-party providers arranged by RAZR MARKETING, INC., including but not limited to instructions and limitations on returns, as well as subject to tariffs, conditions of carriage, international conventions and arrangements, and federal government regulations. RAZR MARKETING, INC. and third-party providers arranged by it are independent contractors, are not agents or employees of us, and are not controlled by us. Our exclusive obligation is to credit your cardholder account with the Reward Points that you earn in accordance with the AmazIng Rewards program, and to deduct Reward Points from your cardholder account in accordance with the information supplied to us by RAZR MARKETING, INC. We are not responsible for the accuracy of that information reported to us.

IN NO EVENT WILL WE BE LIABLE TO ANY PERSON FOR ANY PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, REGARDLESS OF CAUSE. NOR WILL WE BE LIABLE FOR ANY DIRECT DAMAGES THAT ARISE FROM USE OF THE WEBSITE OR LINKED WEBSITES, RELIANCE ON CONTENT OF THE WEBSITE OR LINKED WEBSITES, ACTS OR OMISSIONS OR BREACH OF ANY DUTY BY RAZR MARKETING, INC. OR OTHER THIRD-PARTY PROVIDERS WHO FURNISH PRODUCTS OR SERVICES THROUGH THE WEBSITE OR LINKED WEBSITES, OR ANY DEFECT OR NONCONFORMITY OR NONDELIVERY OF ANY PRODUCT OR SERVICE OFFERED BY RAZR MARKETING, INC. OR OTHER THIRD-PARTY PROVIDERS. THE FOREGOING LIMITATIONS APPLY WHETHER CLAIMS ARE BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. WITHOUT LIMITATION, EXCLUDED CLAIMS INCLUDE THOSE THAT ARISE FROM OR ARE IN ANY WAY CONNECTED WITH, (I) ANY USE OF, BROWSING OR DOWNLOADING OF ANY PART OF THE WEBSITE, LINKED WEBSITES OR CONTENT, (II) ANY FAILURE OR DELAY (INCLUDING WITHOUT LIMITATION THE USE OF

OR INABILITY TO USE ANY COMPONENT OF THE WEBSITE OR LINKED WEBSITES FOR RESERVATIONS OR TICKETING), OR (III) THE PERFORMANCE OR NONPERFORMANCE BY , RAZR MARKETING, INC., OR ANY OTHER THIRD-PARTY PROVIDER, OR (IV) ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD. THE FOREGOING LIMITATIONS APPLY EVEN IF WE, RAZR MARKETING, INC. OR THIRD-PARTY PROVIDER(S) HAVE BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

Termination

We, in our sole discretion, may, at any time and without advance notice or liability, terminate, suspend or restrict your access to all or any component of the Bank's website, or of the AmaZing Rewards Website (and third-party provider websites linked thereto), even if we continue to allow access for other persons.

Changes

Any aspect of these Terms and Conditions, the AmaZing Rewards program or the Website may be changed, supplemented, deleted, updated, discontinued, suspended, or modified at any time without prior notice to you. You agree that we shall not be liable to you for any delay or other damages that might result from such modification, suspension, or discontinuance.

Modifications

The Bank may modify, revise or update these Terms and Conditions, at any time by updating this web posting. You should review the updated Terms and Conditions from time to time, because they are binding on you by your use of the Website or your redemption of Reward Points.