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Empower Cash Rewards Card Program Rules

Your Empower Cash Rewards Card Account (“Account”) will earn cash back rewards based on your purchases, as well as other limited-time and promotional offers, as explained below in this agreement (the “Rewards Program”).

Your Empower Cash Rewards Card is issued by WebBank (“WebBank”) and the Rewards Program is administered by Petal Card, Inc., a subsidiary of Empower (together, “we” or “us”). You agree that your use of the Empower Cash Rewards Card or any feature of this Rewards Program constitutes your acceptance of the terms herein. We may make changes to the Rewards Program (including termination of the Rewards Program) or change the terms of this agreement at any time. For example, we may:

- Add new terms or delete terms
- Change how you earn cash back rewards, or what percentage of cash back rewards you can earn for eligible purchases
- Change how you redeem cash back rewards
- Impose caps and/or fees on earning and/or using cash back rewards

Future availability of certain aspects of the Rewards Program, including specific Rewards Merchants and redemption items, is not guaranteed.

We will provide you with notice if we cancel the Rewards Program. If we terminate the Rewards Program, you will have 90 days from the date of the notice to redeem your cash back rewards. Cash back rewards that are not redeemed within that 90 day period will be forfeited. Any notice to you will become effective either when we send it to you at your mail address, or to your email address, in each case as it appears on our records.

How Do You Earn Rewards?

- You will earn 1% cash back rewards for each dollar spent on “Eligible Purchases” (defined below) using your Empower Cash Rewards Card across all categories posted to your Account. This equates to \$0.01 in cash back rewards for each \$1 spent on Eligible Purchases.
- ***Elevated Earn with Autopay:*** If autopay is enabled for your Account at the time an Eligible Purchase settles and posts to your Account, you will earn a total of 3% cash back rewards for each \$1 spent on Eligible Purchases in the following categories: gasoline and grocery (grocery Eligible Purchases do not include purchases at superstores, at stores that sell both groceries and other products like drugstores and convenience stores, or at smaller stores like delis, bakeries, candy, nut or confection stores). This equates to a total of \$0.03 in cash back rewards for each \$1 spent. You can

enable autopay in the Empower mobile app where you manage your Empower Cash Rewards Card. If you turn off autopay, Eligible Purchases across all categories that subsequently post to your account while autopay is turned off will earn 1% cash back rewards.

- **Rewards Merchant Offers:** You will automatically be enrolled in Rewards Merchant Offers, which are merchant-specific deals delivered through your Account (each, an “Offer”). You will earn cash back rewards for purchase transactions that satisfy all requirements specified in the terms of the individual Offer (“Offer Terms”) and this Agreement. The amount of cash back rewards you can earn as well as any additional terms and conditions of the Offer will be presented in the Offer Terms. You can locate Offer Terms in the Empower mobile app where you manage your Account rewards.

Rewards Merchant Offers provide you with the benefit of receiving discounts with participating merchants on purchases made using your Empower Cash Rewards Card. We use a third-party card-linked offer provider as our service provider to help us operate Rewards Merchant Offers. As a cardholder enrolled in Rewards Merchant Offers, you authorize us, our third-party service providers, participating merchants and Visa U.S.A (“Visa”) to use and share transaction details related to your Empower Cash Rewards Card in connection with providing you with discounts, credits and other services related to Rewards Merchant Offers. You can see a current list of participating merchants and offers in the Empower Mobile App.

Discounts and credits through Rewards Merchant Offers will not appear or be reflected on your transaction receipt from the merchant at the time of purchase, and will instead be applied to your Empower Cash Rewards Card Account as cash back rewards.

When you make an Eligible Purchase in a foreign currency, the amount of cash back rewards earned will be determined using the exchange rate determined by the payment network (Visa).

Once the cash back rewards post to your account, you can redeem them for a statement credit. We may round the amount of cash back rewards earned from Eligible Purchases up or down in a manner determined in our sole discretion. You can see the current value of your cash back rewards in your Empower mobile app. See “How And When Do You Redeem Cash Back Rewards” section below for additional details.

“Eligible Purchases” are defined as purchases, less disputed charges, returns, transaction rebates, and other negative balance adjustments, made by you for your personal, family or household use.

Excluded from “Eligible Purchases”:

The following transactions are not considered “Eligible Purchases” and will not earn cash back rewards: balance transfers, cash advances, checks that access your Account, items returned for

credit, declined transactions, disputed or unauthorized purchases, fraudulent transactions, business-type transactions (including reselling), Account fees and charges (such as finance charges), and fees for services or programs you elect to receive through us.

We, in our sole discretion, determine whether a transaction constitutes an “Eligible Purchase,” and have the right to deny cash back rewards or remove cashback rewards if they were already granted on a transaction that is ultimately deemed ineligible. All spending, transactions, redemptions and other activity by you or your authorized users is consolidated under your Account. If you have added an authorized user to your Account, either you or your authorized user may earn cash back rewards through spending, redeem cash back rewards and take other actions under the Rewards Program on your Account.

Rewards Categories: Merchants who accept Visa/Mastercard credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with Visa/Mastercard procedures based on the kinds of products and services they primarily sell. We group similar merchant codes into categories for purposes of making rewards offers to you. We make every effort to include all relevant merchant codes in our rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a rewards category, the merchant may not have a merchant code in that category. When this occurs, purchases with that merchant won’t qualify for rewards on purchases in that category. Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a rewards category if the technology is not set up to process the purchase in that rewards category.

Transactions not eligible for Rewards Merchant Offers: Not all transactions with your Empower Cash Rewards Card are eligible for Rewards Merchant Offers. You acknowledge that Visa may be unable to monitor every transaction made with a Empower Cash Rewards Card that has been enrolled in Rewards Merchant Offers, including but not limited to payments made through other payment methods (such as a digital wallet or a third party payment app, where you may choose your Empower Cash Rewards Card as a funding source but you do not present your card directly to the merchant), payments of existing balances, balance transfers, or transactions that are not processed or submitted through the Visa payment system, and that these transactions are not eligible for Rewards Merchant Offers.

Can You Lose (or Stop Earning) Cash Back Rewards?

We reserve the right prevent your Account from earning cash back rewards, and/or prevent you from redeeming cash back rewards, if your Account becomes delinquent; if you violate these Program Rules, your Empower Cash Rewards Cardholder Agreement or other applicable terms; or if your Account is subject to a hold for any other reason, including but not limited to fraud or the need for identity verification.

If you return, chargeback, cancel, dispute, or otherwise request a refund for an Eligible Purchase for which you have already received cash back rewards, we reserve the right to remove any related cash back rewards from your Available Cash Back Balance (which may result in a negative balance).

In addition, we reserve the right to suspend your ability to earn or redeem cash back rewards, take away any cash back rewards in your account, cancel your cash back rewards account or cancel your Empower Cash Rewards Card altogether if we determine in our sole judgment that you engaged in, or attempted to engage in, fraud, abuse, misuse or gaming in connection with earning or redeeming cash back rewards.

Lost cash back rewards will not be reinstated unless we determine, in our sole discretion, that we have made an error. If your cash back rewards reflect a negative balance, any cash back rewards you subsequently get will be applied first to reduce the negative balance. You will not be able to redeem cash back rewards until your balance becomes positive.

Our failure or delay in enforcing any of your obligations, or exercising a right or remedy, does not amount to a waiver of that obligation, right or remedy. Additionally, if we waive a particular obligation in one circumstance, it does not prevent us from subsequently requiring compliance with the obligation on other occasions.

How And When Do You Redeem Cash Back Rewards?

To redeem cash back rewards you must have downloaded and installed the latest version of the Empower mobile app on your mobile device.

Cash back rewards earned during a billing period are added to your available cash back rewards balance ("Available Cash Back Balance") and generally become available for redemption when an Eligible Purchase settles and posts to your account. Your Available Cash Back Balance is displayed in the Empower mobile app. For any given billing period, the amount of cash back rewards added to your Available Cash Back Balance is based on the net dollar amount of Eligible Purchases that settled during that billing period. We reserve the right to delay the availability of earned cash back rewards, in our sole discretion, for any reason.

You can redeem your Available Cash Back Balance through an account statement credit. Once you request to redeem your Available Cash Back Balance, you cannot cancel or otherwise revoke the request. We reserve the right to reject any redemption request if we cannot verify your identity or account information.

Redeeming Your Available Cash Back Balance for Account Statement Credit:

- Login to your online Card Account via the Empower Mobile App to request to redeem your Available Cash Back Balance for a statement credit.

- While the statement credit will reduce your balance, you are still required to make at least your minimum payment each billing period.
- There is no minimum to the amount of your Available Cash Back Balance you are required to redeem in order to receive a statement credit.
- You may only redeem for a statement credit up to the amount of your current Empower Cash Rewards Card balance. That is, a statement credit redemption cannot result in your Empower Cash Rewards Card having a credit balance (that is, a balance less than zero).

Cash Back Rewards Accumulation Limits. There is no annual or lifetime maximum on the amount of cash back rewards you can earn.

What Happens If Your Account Is Closed?

If your Account is closed for any reason, your participation in the Rewards Program will be terminated. We will notify you of the closure and, except in the case where the closure was due to our determination that you engaged in, or attempted to engage in, fraud, abuse, misuse or gaming as described above, you will have 90 days from the date of notification to redeem any cash back rewards earned before Account closure. Cash back rewards which are not redeemed within that 90 day period will be forfeited.

Can the Rewards Program Be Changed or Ended?

We may modify any of these Rewards Program Rules and will provide you with notice of substantive modifications. In addition, we may terminate the Rewards Program and will provide you with notice if we do so. If we modify or terminate the program, you will have 90 days from the date of any notice to redeem your cash back rewards that accrued prior to the modification or termination. Cash back rewards which are not redeemed within that 90 day period may be forfeited.

Cash Back Rewards Activity. Our processing platform serves as the final record of your cash back rewards activity. This includes the amount of cash back rewards you have available for redemption, the amount of cash back rewards you've redeemed, and the percentage of cash back rewards you will earn on Eligible Purchases. In the event there is a discrepancy between your records and the processing platform, the information from the processing platform will be deemed correct.

Audits. We reserve the right to audit your Account for compliance with these Program Rules. In the event the audit reveals discrepancies, the processing of cash back rewards may be delayed until such discrepancies are resolved.

Other Conditions. You acknowledge the Rewards Program is a promotional program as to which no consideration has been paid to you. Unless and until you redeem cash back rewards

in accordance with these Program Rules, the cash back rewards have no cash value, and no right, title, or interest in the cash back rewards has been conveyed. Only you or your authorized user may redeem cash back rewards, they are not transferable or assignable. You consent and authorize us, our affiliates or any non-affiliated third parties with whom we contract to manage the Rewards Program to share information about you and the Rewards Program, as necessary, to effect, administer, enforce, service, or fulfill the terms of the Rewards Program. The Rewards Program is void where prohibited by federal, state, or local law. You are responsible for any tax liability, including disclosure requirements, related to your participation in the Rewards Program. Please consult your tax advisor if you have any questions about your personal tax situation.

Governing Law. This Agreement is subject to the Arbitration Agreement of the Cardholder Agreement governing your Account. Except as provided in the Arbitration Agreement of the Cardholder Agreement governing your Account, the Rewards Program Rules are governed by federal law and, to the extent state law applies, the laws of the State of Utah without regard to its conflicts of law principles.

No Warranties

THE SERVICES AND ALL CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE". THE SERVICES AND CONTENT ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WE AND OUR AFFILIATES, LICENSORS AND SUPPLIERS (INCLUDING PAYMENT CARD NETWORKS AND PAYMENT PROCESSORS) DO NOT WARRANT THAT: (1) THE CONTENT IS TIMELY, ACCURATE, COMPLETE, RELIABLE OR CORRECT; (2) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (3) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (4) THE CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (5) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK.

Limitation of Liability

IN NO EVENT SHALL WE, NOR OUR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS (INCLUDING PAYMENT CARD NETWORKS AND PAYMENT PROCESSORS) BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (HOWEVER ARISING).

