

**Program Effective Date:** October 1, 2019

**Last Revised:** December 4, 2024

### **Important information about the program and this agreement**

The Petal Perks Program Rules (“Rules”) apply to the Petal 1 VISA® and Petal 1 Rise VISA® credit card (“Petal 1 Card” or “Card Account”) issued by WebBank, Member FDIC. This document describes how the Petal Perks Program (“Petal Perks” or the “Program”) works and is an agreement between you, the person to whom the Petal 1 Card was issued (“Accountholder” or “you”) and WebBank. You agree that your use of the Petal 1 Credit Card or any feature of this Program constitutes your acceptance of these Rules.

**Program Overview** As a Petal 1 Card Accountholder, you are automatically enrolled in the Petal Perks Program and will earn cash back points (“Cash Back Points”), which you can then redeem for a statement credit. Cash Back Points can be earned by meeting the requirements of Qualifying Transactions (also referred to as “Petal Offers”) as described below.

**Participation.** The Program and its benefits are offered at our sole discretion and to fully participate you must be an Accountholder in Good Standing. Your Card Account is in “**Good Standing**” as long as you fully comply with these Program Rules, your Petal 1 Visa Credit Card Cardholder Agreement as may be amended from time to time (“Cardholder Agreement”), disclosures agreed to as part of opening your Petal 1 Card (including, as applicable, the Privacy Policies, Truth in Lending Disclosure, and Risk-Based Pricing Disclosure) and Arbitration Agreement (collectively, the “Program Agreements”). At any time your Card Account is not in Good Standing, we may in our sole discretion permit you to make transactions, temporarily suspend your ability to make transactions, or close your account. If your account is not in Good Standing and we permit you to make a transaction(s), you will continue to earn Cash Back Points; however, you will not be able to redeem any Available Cash Back Points until your Card Account returns to Good Standing. If your account is not in Good Standing and we temporarily suspend your ability to make a transaction(s), you will not earn Cash Back Points and you will not be able to redeem any Available Cash Back Points until your Card Account returns to Good Standing. If your Card Account is closed by us because it is not in Good Standing or for any other reason you will forfeit any unredeemed Available Cash Back Points. If your Card Account is closed by you for any reason, you will forfeit any unredeemed Available Cash Back Points.

*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.*

We reserve the right to remove any participant from the Program in the event of suspected fraud or abuse in connection with the Program Agreements.

### **When and how you earn Cash Back Points.**

#### ***Petal Offers***

You will automatically be enrolled in Petal Offers, which are merchant-specific deals delivered through your account (each, an “Offer”). You will earn Cash Back Points for Qualifying Transactions,

which are defined as transactions that satisfy all requirements specified in the terms of the individual Offers (“Offer Terms”) and this Agreement. The amount of Cash Back Points earned on Qualifying Transactions as well as any additional terms and conditions of the Offer will be presented in the Offer Terms.

Petal Offers provides you with the benefit of receiving discounts with participating merchants on purchases made using your Petal 1 Card. We use a third-party card-linked offer provider, DOSH Holdings LLC (“DOSH”), as our service provider to help us operate Petal Offers. As a cardholder enrolled in Petal Offers, you authorize us, DOSH, participating merchants and Visa U.S.A (“Visa”) to use and share transaction details related to your Petal 1 Card in connection with providing you with discounts, credits and other services related to Petal Offers. Please review the DOSH Terms of Service and Privacy Policy. To see the current list of participating merchants and offers, please navigate to the Perks page of your Petal account online or in the Empower Mobile App.

Discounts and credits through Petal 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 Petal 1 Card Account as Cash Back Points.

*Other Types of Rewards.* Please note that your ability to earn rewards other than Petal Offers (such as Bonus Cash Back Points) based on spending may be based, in the case of Qualifying Transactions, on the charge after any statement credits have been applied. If the Qualifying Transactions is subject to finance charges, such charges may accrue on the total amount of the Qualifying Transactions prior to the application of any statement of credit, and the balance upon which such charges are assessed may include the gross amount of your Qualifying Transaction, from the date such transaction was made (i.e., without any savings from the Offer being applied). You will be responsible to pay amounts due as provided in the terms of your Petal 1 Visa Credit Card Cardholder Agreement.

*Foreign Currency Transactions.* You can also benefit from Offers while traveling. When you make a Qualifying Transaction in a foreign currency, the amount of Cash Back Points earned will be determined using the exchange rate determined by the payment network (Visa).

**Transactions not eligible for Petal Offers.** Not all transactions with your registered Petal 1 Card are eligible for Petal Offers. You acknowledge that Visa may be unable to monitor every transaction made with a Petal 1 Card which has been enrolled in Petal 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 Petal 1 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 Petal Offers.

**When and how you can use your Cash Back Points.** Cash Back Points earned during a billing period become available for redemption during the following billing period when they are added to your available Cash Back Points balance (“Available Cash Back Points”) or may be displayed as your “Cash Back Wallet.” We may round the amount of Cash Back Points earned from Qualifying Transactions up or down in a manner determined in our sole discretion. For any given billing period, the amount of Cash Back Points added to your balance is based on the net dollar amount of Qualifying Transactions made during the previous billing period. If the net dollar amount of your

Qualifying Transactions is negative for a billing period, Cash Back Points will be deducted from your Available Cash Back Points/Cash Back Wallet and may result in a negative Available Cash Back balance/Cash Back Wallet. Note that while Cash Back Points earned from Petal Offers during a billing period will typically become Available Cash Back/Cash Back Wallet Points during the following billing period, there may be delays

You can redeem your Cash Back Points through an account statement credit. Once you request to redeem your Cash Back Points, 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.

**Redemption for an account statement credit:**

- Login to your online Card Account via Petal's website or the Empower Mobile App to request to redeem your Cash Back Points 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 Cash Back Points 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 Petal Card balance. That is, a statement credit redemption cannot result in your Petal 1 Card having a credit balance (that is, a balance less than zero).

**Cash Back Points accumulation limits.** There is no annual or lifetime maximum on the amount of Cash Back Points you can earn.

**Cash Back Points duration and other terms.** Earned Cash Back Points will not expire as long as your Card Account is open and remains in Good Standing. But, if your Card Account is closed for any reason, your participation in the Program will be terminated and you will lose any Available Cash Back Points you have not redeemed. Earned Cash Back Points are non-transferable and cannot be redeemed by anyone other than the Account holder. Additionally, Cash Back Points have no cash value and are not your property, until successfully redeemed.

**Other Important Information You Should Know**

**Cash Back Points Activity.** Our processing platform serves as the final record of your Cash Back Points activity. This includes the amount of Cash Back Points you have available for redemption, the amount of Cash Back Points you've redeemed, and the percentage of Cash Back Points you will earn on Qualifying Transactions. 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 the Accountholder's Card Account for compliance with these Program Rules. In the event the audit reveals discrepancies, the processing of Petal Perks may be delayed until such discrepancies are resolved.

**Other Conditions.** You acknowledge the Program is a promotional program as to which no consideration has been paid to you. Unless and until you redeem Cash Back Points in accordance with these Program Rules, no right, title, or interest in the Cash Back Points has been conveyed.

The Program, including these terms and conditions, is subject to the Governing Law and Arbitration provisions of the Cardholder Agreement governing your Card Account. You consent and authorize us, our affiliates or any non-affiliated third parties with whom we contract to manage the Program to share information about you and the Program, as necessary, to effect, administer, enforce, service, or fulfill the terms of the Program. The 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 Program. Please consult your tax advisor if you have any questions about your personal tax situation

**Governing Law.** The 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. PETAL AND ITS 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

### **Indemnification**

You shall defend, indemnify, and hold harmless us, our affiliates, payment card networks and payment processors, and each of our and their respective employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to, the Services or any Content, violation of these Petal Perks Program Rules, or infringement of any intellectual property or other right of any person or entity. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

### **Limitation of Liability**

IN NO EVENT SHALL WE, NOR OUR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS (INCLUDING PAYMENT CARD NETWORKS AND PAYMENT PROCESSORS) OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND

WHATSOEVER (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) \$50.00.

**Program Modifications.** We may, from time to time, or at any time, add, modify, or delete any benefit, service, or feature of this Program. Changes to the Program may include, among other things, modifying Qualifying Transactions, the way Cash Back Points are earned, excluding transactions, lowering or otherwise changing Cash Back Points percentage rates or imposing additional restrictions or terminating portions of the Program, with or without notice to you. In the event the complete Program is terminated you will be given a reasonable period of time from the date termination is announced to redeem your earned Cash Back Points. We will give you notice of any such changes by posting an updated copy of this agreement to Petal's website. In some cases, notices may also be delivered to you electronically by email or through our online services, such as [petalcard.com](https://petalcard.com) or the Empower Mobile App. These changes are effective upon the posting of the agreement, or other notice being sent, and will be considered part of this agreement. It is your responsibility to review the website or review any notice to stay aware of any changes. Please refer to the "Last Revised" date at the top of this page to see when these Program Rules were last revised.

WebBank and Petal Card, Inc. are responsible for the operation and administration of the Petal Perks Program.

Visa® and the Visa brand mark are registered trademarks of Visa Incorporated.

## **Petal Offers Powered by Dosh Terms of Service**

Last Updated: April 28, 2022

WebBank, Member FDIC, uses the DOSH Holdings LLC. ("DOSH," "our," "we") cash-back platform to manage the Petal Offers Powered by Dosh® program (the "Program"). DOSH is a third party that is not affiliated with WebBank, Member FDIC or Petal Card, Inc. By participating in the Program, you can earn and redeem rewards based on qualifying transactions with participating merchants as specified in the Petal Perks Program Rules (the "Services"). These Petal Offers Powered by Dosh Terms of Service (the "Terms") govern your use of the DOSH platform.

### **1. YOUR ACCEPTANCE OF THESE PETAL OFFERS POWERED BY DOSH TERMS**

By accessing or using the Services in any way or by clicking to agree to these Terms (or any agreement that has incorporated these Terms) when that option is made available to you, you agree to be bound by these Terms and the DOSH Privacy Policy which is incorporated by this reference into these Terms. If you do not agree to all the Terms, do not access or use the Services.

### **2. THE SERVICES**

The purpose of the Services is to help you save money with minimal effort by rewarding you for certain qualifying transactions and other activities. The DOSH Privacy Policy governs DOSH's collection, use, storage, and disclosure of user information. DOSH is in no way affiliated with the

merchants that extend offers to you through the Program. Subject to these Terms, DOSH will automatically provide rewards to you when you make eligible purchase at participating merchants with your eligible Petal payment method. DOSH, in its sole discretion, establishes the terms and conditions for each qualifying transaction or action and determines whether you have satisfied such terms and conditions to receive the associated rewards. The following transaction types are never eligible to receive rewards:

- ATM transactions;
- In-store cash withdrawals or cash back; and
- Any transactions identified by a merchant as not being eligible to receive rewards.

All offers made available to you are temporary and may become unavailable without notice.

Without limiting any of the other terms of these Terms, if you return, charge back, cancel, dispute, or otherwise request a refund for a qualifying transaction for which you have already received rewards, we reserve the right to remove any rewards from the Petal/DOSH account linked to your eligible Petal payment method (your “Rewards Account”) or withhold future Petal Offers Powered by Dosh to offset any such amount.

Any rewards that you earn will be transferred to your Rewards Account. You are solely responsible for verifying the accuracy and completeness of any rewards transferred to your Rewards Account. All rewards received are exclusive of any applicable withholding, sales, use, excise, value added, or other taxes. You acknowledge and agree that you are responsible for determining, paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services. We are not responsible for determining whether you owe taxes in connection with your access to or use of the Services or for collecting, reporting, or remitting taxes arising from your access to or use of the Services, except for our own income taxes.

In addition to your other representations and warranties in these Terms, you represent and warrant that you will not access or use the Services to engage in any illegal, fraudulent, or other illicit activity.

### **3. OWNERSHIP AND PROPRIETARY RIGHTS IN THE SERVICES**

You acknowledge and agree that the Services are protected by applicable copyright, patent, trademark, and other intellectual property laws. All words and logos displayed in connection with the Services that are marked by the <sup>™</sup> or © symbols are trademarks and service marks of DOSH and/or their respective owners. The display of a third-party trademark in connection with the Services does not mean that we have any relationship with that third party or that such third party endorses the Services or DOSH.

### **4. MISCELLANEOUS**

These Terms, including the DOSH Privacy Policy, constitute the entire agreement between you and us regarding the Services. These Terms may not be modified, supplemented, qualified, or interpreted by any trade usage or prior course of dealing not expressly made apart of these Terms. We may, without prior notice or liability to you, discontinue the Services or modify the Services by adding or removing features or functionalities, even though such changes may affect rewards

awarded to you. We may also revise these Terms from time to time in our sole discretion, subject to applicable law. When we revise these Terms, we will update this document to reflect those changes. You are free to decide whether or not to accept a revised version of these Terms, but accepting these Terms, as revised, is required for your continued access to and use of the Services. If you do not agree to these Terms or any revised version of these Terms, do not access or use the Services. Except as otherwise expressly stated by us, your access to and use of the Services are subject to the version of these Terms in effect at the time of your access or use.

These Terms and any rights hereunder may not be transferred or assigned by you without our prior written consent but may be assigned by us without restriction and without your prior consent. Any attempted transfer or assignment by you without our prior written consent will be null and void. No agency, joint venture, partnership, trust, or employment relationship is created between you and us byway of these Terms.

## **Privacy Policy**

Last Updated: April 28, 2022

DOSH Holdings LLC (the “Company,” “we,” “us,” and “our”) is committed to treating your personal information with respect and sensitivity. This privacy policy (this “Privacy Policy”) explains how we may collect, store, use, and disclose information when you access or use Petal Offers Powered by Dosh®. By participating in the Program, you can earn and redeem rewards based on qualifying transactions with participating merchants as specified in the Petal Perks Program Rules (the “Services”).

### **YOUR ACCEPTANCE OF THIS PRIVACY POLICY**

By accessing or using the Services, you consent to our collection, storage, use, and disclosure of your information as described in this Privacy Policy. The provisions contained in this Privacy Policy supersede all prior notices and statements regarding our privacy practices with respect to the Services. If you do not agree to every provision of this Privacy Policy, you may not access or use the Services.

### **PROTECTING CHILDREN’S PRIVACY**

The Services are not directed, or intended to be attractive, to children under the age of 13. We do not knowingly collect personal information from children under the age of 13. If you are under the age of 13, do not use the Services or submit any information to us. If we learn we have collected or received personal information from a child under the age of 13 without verification of parental consent, we will delete that information.

### **TYPES OF INFORMATION WE COLLECT AND HOW WE COLLECT IT**

When you access or use the Services, we may collect information that identifies you (“Personal Information”), and we may also collect information that does not identify you (“Anonymous Information”). When Anonymous Information is, directly or indirectly, associated or combined with Personal Information, such Anonymous Information will be considered Personal Information for purposes of this Privacy Policy. In addition, to the extent Internet Protocol (“IP”) addresses or similar identifiers or information is considered personally identifiable information by

applicable law, we will treat such identifiers and information as Personal Information under this Privacy Policy.

## **HOW WE USE & SHARE INFORMATION**

Notwithstanding anything to the contrary in this Privacy Policy or the Petal Offers Powered by Dosh Terms, we will use personal information, payment method and transaction information solely as follows:

- to confirm a qualifying purchase for the purpose of matching transactions to confirm whether you qualify for an offer or statement credit;
- to create a record of the transaction information and thereafter maintain and use data in connection with the Services;
- to conduct analysis for the improvement and optimization of the Services to improve the user experience by using IP addresses to determine user location to inform participating merchants where a transaction occurred as needed for the merchant to confirm a specific transaction occurred or points rewards should be awarded;
- to provide participating merchants aggregated and anonymized information relating specifically to payment method activity solely to allow participating merchants to assess the results of their campaign;
- to provide information in order to respond to a request from a government authority or a payment organization involved in a transaction with you or a merchant; and
- to enable the sharing, exchange and use of transaction information described above and herein by and among us, the payment networks, applicable third-party service providers and applicable merchants.