

## **SEEN™ CASHBACK PLUS REWARDS TERMS AND CONDITIONS**

These terms and conditions govern the Seen Cashback Plus Rewards Program (the “Program”) and are incorporated into your Agreement with us by reference. Except as provided herein, the terms of your Agreement with us apply to the Program, including the clauses addressing dispute resolution and arbitration.

### **DEFINITIONS**

Except as specifically defined below, terms have the meaning(s) provided in your Agreement with us.

“Eligible Payment(s)” are payments on your Account applied to Eligible Purchases which are not returned, dishonored, disputed, or otherwise do not successfully post to your Account in any Billing Cycle. Payments made to your Account through credit protection benefits are not Eligible Payments. Cashback balances automatically redeemed for statement credit under the Program are not Eligible Payments.

“Eligible Purchase(s)” are purchases of consumer goods or services on your Account that are not returned, disputed, unauthorized, fraudulent, or charged-back in any Billing Cycle. Balance Transfers, Cash Advances, “quasi-cash” or cash-equivalent transactions, and Account fees and finance charges are not Eligible Purchases.

### **PROGRAM ENROLLMENT**

You will be automatically enrolled in the Program when your Account is opened. Your Account must remain open and in good standing to continue participating in the Program. Your enrollment in the Program will continue unless your participation is suspended or terminated or the Program is terminated by us.

### **EARNING CASHBACK REWARDS**

You will earn Cashback on your Account at a rate of 1% for every \$1 in Eligible Payments applied to Eligible Purchases. Eligible Payments and Eligible Purchases are determined in our sole discretion.

Your Cashback will be calculated each Billing Cycle as follows:

- (i) We will add up all the Eligible Purchases made during the Billing Cycle and any remaining unpaid Eligible Purchases from prior Billing Cycles, less any returned, confirmed disputes, unauthorized, fraudulent, or charged-back purchases, to arrive at a cumulative Eligible Purchase balance;
- (ii) We will add up all the Eligible Payments made during the Billing Cycle, less any returned, dishonored, disputed, or cancelled payments which did not successfully post to your Account, to arrive at the total Eligible Payments for the Billing Cycle;
- (iii) We will subtract the total Eligible Payments for the Billing Cycle from the cumulative Eligible Purchases on your Account and multiply that result by 1% to arrive at the Cashback earned for the Billing Cycle. Your Cashback balance may be either positive or negative depending on your transaction activity. If your Cashback balance is positive, it

will be automatically redeemed as a statement credit against your unpaid Account balance, if any.

For example:

- If you make a \$100 Eligible Purchase the first month your Account is open and then make a \$50 Eligible Payment after receiving your first Periodic Statement, you will earn \$0.50 Cashback ( $\$100 - \$50 \times 1\% = \$0.50$ ). A \$0.50 statement credit will be automatically applied to your Account balance and reflected in your next Periodic Statement. Your Cashback balance will be reduced back to \$0. Any future Eligible Payments you make will continue to be applied against the remaining \$50 of your initial \$100 Eligible Purchase, as well as any additional Eligible Purchases you make, and will continue to earn you Cashback.
- But If you return the \$100 Eligible Purchase and make no new Eligible Purchases or Eligible Payments in the next Billing Cycle your Cashback balance will become negative. ( $\$0 - \$0 \times 1\% - \text{prior redemption of } \$0.50 = -\$0.50$ ). You will need to make further Eligible Payments against your cumulative Eligible Purchases to return your Cashback balance to positive status and resume having statement credits automatically redeemed on your Account.

#### **INELIGIBILITY TO EARN OR REDEEM CASHBACK REWARDS**

You will earn, but will not have Cashback redeemed for statement credit on your Account in any Billing Cycle:

- Your Cashback balance is negative;
- Your Account is open but has no outstanding balance;
- Your Account is open but in a past-due status;
- Your Account is in a temporary fraud review status.

You will not earn Cashback or have Cashback balances redeemed for statement credit on your Account in any Billing Cycle where you are receiving credit protection benefits or your Account is not in good standing because:

- You have violated the terms and conditions of the Program or the Agreement;
- We have reason to suspect that you are engaging in fraud, abuse, or misuse of the Program;
- Your Account has been placed in a settlement status;
- Your Account has been closed by us for any reason under the Agreement.

#### **REDEEMING CASHBACK REWARDS**

Your Cashback balance, if any, will be automatically redeemed as a statement credit on your Account in each Billing Cycle with an outstanding balance owed and will generally be reflected on your Periodic Statement within one Billing Cycle after being redeemed.

Cashback balances automatically redeemed on your Account may not be used to satisfy your monthly minimum payment due, if any. You must make at least the monthly minimum payment

due depicted on your Periodic Statement even in Billing Cycles where statement credits have been applied under the Program or where you have any unredeemed Cashback balances.

If we close your Account for violating the terms of the Program or the Agreement any unredeemed Cashback balance will be forfeited subject to applicable law.

If you choose to close your Account and you are in good standing at the time of closure, any unredeemed Cashback balances will be applied to your outstanding balance owed, if any. If a credit balance remains thereafter, it will be refunded to you as required by applicable law.

## **TAX LIABILITY**

Program benefits may be subject to federal, state, or local income tax. You are solely responsible for any tax liability arising from participation in the Program. Consult your tax advisor.

## **CHANGES TO THE PROGRAM**

We have the right to change the features or calculation values of the Program at any time, including substituting the Program with another or ending the Program altogether. We may do so with or without advance notice to you subject to applicable law. Changes may be applied retroactively unless prohibited by law.