## **Pesto Mastercard® Rewards Program Terms and Conditions**

PLEASE READ THESE REWARDS PROGRAM TERMS AND CONDITIONS ("TERMS") CAREFULLY AND RETAIN THEM FOR YOUR RECORDS. THESE TERMS GOVERN YOUR PARTICIPATION IN THE PESTO MASTERCARD® REWARDS PROGRAM (THE "PROGRAM"). IF YOU DO NOT AGREE TO ALL OF THESE TERMS. YOU MAY NOT PARTICIPATE IN THE PROGRAM.

- 1. <u>General</u>. Use of your Card or Account by you or an Authorized User shall constitute your agreement to be bound by these Terms in addition to the Cardholder Agreement that is provided upon approval for the Card. In the event of a conflict between the Cardholder Agreement and these Terms, the Cardholder Agreement will govern, except that these Terms will govern in any matter relating to the Program. Capitalized terms that are not defined in these Terms are defined in the Cardholder Agreement. The Program is void where and to the extent prohibited by law.
- Enrollment. If you are approved for the Pesto Mastercard®, your Account will automatically be enrolled in the Program. There is no additional fee for enrollment or participation in the Program. Purchases and Cash Advances made on your Account prior to enrollment in the Program will not be eligible for the Program.
- 3. Earning Rewards Points; Exceptions.
  - a. Under the Program, you are eligible to receive 1% cash back (equal to \$.01 for every \$1) on purchases and cash advances made on your Account, minus returns and chargebacks.
  - b. Payments, statement credits, merchant credits/refunds, finance charges, transaction fees, penalty fees, annual fees and any other fees charged to the Account are not eligible to earn cash back rewards.

## 4. Redeeming Cash Back Rewards.

- a. If your Account is in good standing as determined by us in accordance with the Cardholder Agreement (i.e., open with active charging privileges, up to date and not in default as defined in the Cardholder Agreement), accrued cash back rewards will be posted to your Account as a statement credit on a quarterly basis. Cash back rewards are calculated based on each calendar quarter. Cash back rewards will be posted to your Account as a statement credit on the 15th business day of the next month following the close of the prior calendar quarter. If your Account is not in good standing, your accrued cash back rewards will not be posted to your Account.
- b. Accrued cash back rewards that are ineligible to be posted due to your Account standing will be held until the next posting period. If at that time your Account is in good standing, the accrued cash back rewards will be posted to your Account. If at that time, your Account is again not in good standing, your prior period's accrued cash back rewards will be immediately and permanently forfeited.
- c. Before a statement credit is posted to your Account, you will receive a cash back rewards statement which will detail your accrued cash back rewards
- 5. Not Considered Payments. Cash back rewards posted to your Account as statement credits are not considered payments and will not reduce the minimum amount you are required to pay each month in connection with your Account. You must pay at least the Minimum Payment Due each month without applying statement credits to your Account from cash back rewards.
- 6. <u>No Expiration of Cash Back Rewards; Forfeiture</u>. Cash back rewards do not expire, however, cash back rewards may be forfeited in accordance with Section 4b. above.
- 7. Tax Liability. You are responsible for any tax liability you incur related to your participation in the

- Program. Please consult your tax advisor concerning any such income or other tax consequences.
- 8. <u>Amendment or Cancellation of Program</u>. We may modify or amend these Terms, or cancel the Program or your participation in the Program, at any time. Unless otherwise stated, all changes to the Program will be reflected in these Terms and will be effective immediately upon posting of the revised Terms to getpesto.com or the Pesto Mastercard® Mobile App. You waive any right to receive specific notice of such changes, subject to applicable law.
- 9. Contact. If you have any questions regarding the Program, contact us at <a href="mailto:support@gestpesto.com">support@gestpesto.com</a>.