

AppCard Perks Terms and Conditions

Effective 2/16/2026

The AppCard Perks Reward Program (“Program”) is operated by AppCard, Inc. (referred to as “AppCard”, “us”, “our”, or “we”). AppCard lets you earn AppCard Perks (“Perks”) in your AppCard Account (“Perks Account”) by making qualifying transactions from certain participating product or service providers (“Earn Partners”). We also contract with financial institutions and their service providers (collectively, “Issuing Partners”) to offer the Program in connection with certain payment cards that allow cardholders to earn Perks for qualifying transactions when using the payment cards, including AppCard Smart Card and AppCard Credit Card (“Perks Payment Cards”). Perks can be redeemed for discounts at participating AppCard retailers (“Redemption Partners”). Enrollment in the Program is required to earn or redeem Perks. Earn Partners, Issuing Partners and Redemption Partners are subject to change. Download the AppCard mobile app for a list of Earn Partners and Redemption Partners near you. See your Perks Payment Card and related cardholder agreement for more information about the Issuing Partner that issued your payment card.

These AppCard Perks Terms and Conditions (“Terms and Conditions”), together with the terms governing your access to and use of our websites and mobile applications (<https://appcard.com/privacy-policy/> and <https://appcard.com/terms-of-service/>), as applicable, govern your participation in the Program and form a binding contract between you and AppCard. Our websites and mobile applications are, together, referred to as “Site(s)” whether available through AppCard-hosted domains and mobile apps or accessed through the websites or mobile apps hosted by Earn Partners. By creating a Perks Account or otherwise participating in the Program, you represent that you have read and understand these Terms and Conditions and that you are legally bound by these Terms and Conditions. These Terms and Conditions include and are subject to the terms governing your access to and use of the applicable Site(s) as may be applicable (the “Site Terms”), including, for example, the [AppCard Terms of Service For Shoppers](#), and all such Site Terms are incorporated herein by reference.

It does not cost any money to participate in the Program, but in addition to complying with these Terms and Conditions, you must be in compliance with Program rules in order to receive any Perks, including, for example, such rules as AppCard may make available, from time to time, for promotions related to the Program. If you do not agree to be bound by the Terms and Conditions, you must cease to participate in the Program and stop providing your telephone number or other personal information when making transactions with Earn Partners. You have the ability to permanently delete your Perks Account and the information therein (including, without limitation, all Perks you may have earned), by emailing cardsupport@appcard.com. You acknowledge that upon the deletion and cancellation of your Perks Account, your Perks will also be deleted, and you hereby forfeit all such Perks upon any such cancellation and deletion. While deleting your Perks Account will end your participation in the Program, deleting your Perks Account will not cancel or otherwise impact the terms and conditions of your Perks Payment Card.

While we partner and otherwise work with Earn Partners, Issuing Partners, and Redemption Partners to facilitate the Program, we are not responsible for the operation of the Earn Partners or Redemption Partners as they are separate and independent entities from AppCard. Earn Partners and Redemption Partners are solely responsible for any issues relating to the sale of their products and services to you. We are not responsible, and disclaim all liability related to the Earn Partners and Redemption Partners, including without limitation, their respective products and services.

The Program is only available in English.

CHANGES TO THESE TERMS AND CONDITIONS

Except where prohibited by law, we reserve the right to modify these Terms and Conditions at any time. All changes will be effective immediately upon posting to the Site and, by participating in the Program or accessing or using the Site after changes are posted, you agree to those changes. Material changes will be prominently posted on the Site. You should review these Terms and Conditions frequently to understand the terms and conditions that apply to the Program.

PRIVACY

The personal information you provide when creating a Perks Account or otherwise accessing the Site or participating in the Program is provided to us with your consent and is subject to [AppCard's Privacy Policy](#). The personal information you provide when applying for or obtaining a Perks Payment Card is subject to additional privacy notices and the privacy policy of such Issuing Partner. To facilitate your participation in the Program, you authorize Issuing Partners to share your personal and Perks Payment Card transaction information with us.

Personal information you provide to us should be relevant to the purposes for which it is used, and, to the extent necessary for those purposes, should be accurate, complete, and up to date. You represent that the information you provide to AppCard when you create your Perks Account is true, up to date, and accurate, and you agree to update the information as needed to maintain its truthfulness and accuracy.

TEXT MESSAGING AND OTHER COMMUNICATIONS

You can sign up and opt-in to receiving promotional messages and communications from us via SMS. You can unsubscribe from such promotional messages and communications at any time by following the opt-out instructions in the applicable SMS or email. Even if you opt-out of receiving promotional messages, you understand and agree that we can continue to send you messages concerning your Perks Account, including, for example, to send you redemption transaction confirmation communications. Please see the "Text Messages" section of the [AppCard Terms of Service For Shoppers](#) for more information on SMS communications.

We may also send you promotional messages and communications via email. You can unsubscribe from such promotional messages and communications at any time by following the opt-out or unsubscribe options and instructions made available in the applicable email. Even if you opt-out of receiving promotional messages, you understand and agree that we can continue to send you transactional messages concerning your Perks Account, including, for example, to send you redemption transaction confirmation communications.

We may also send you communications via the AppCard mobile application (as applicable), if you choose to receive such push notifications. You can opt-out of receiving any such push notifications by changing your device settings (if applicable).

CREATING AN ACCOUNT

The Program is not targeted toward, nor intended for use by, anyone under the age of 16. You must be at least 16 years of age to create or maintain a Perks Account. AppCard reserves the right to prohibit account creation and Program participation to any individual for any reason.

You can create a Perks Account by entering your phone number and other personal information at (i) an in-lane AppCard terminal, or a mobile app or website of a participating Earn Partner or Redemption Partner; or (ii) the AppCard Sites or any other touchpoint qualified and designated for that purpose, including, but not limited, to third party integrated solutions (for example, an Earn Partner or Redemption Partner's store kiosk that is integrated with AppCard).

Your Perks Account is personal to you, and you can only have one Perks Account. Your Perks Account cannot be sold, transferred, assigned to, or shared with, others. If we discover that you have more than one Perks Account, we reserve the right to terminate any and all of your Perks Accounts, and you shall immediately forfeit all Perks upon such termination. You are responsible for ensuring that no unauthorized person has access to your Perks Account. You are responsible for all activity on your Perks Account.

EARNING PERKS

There is no maximum amount of Perks that may be earned using your Perk Payment Card. Perks are deposited in your Perks Account after your qualifying transactions are reported to AppCard by Earn Partners or Issuing Partners. Your qualifying transaction must be associated with your Perks Account to receive Perks; for example, by identifying yourself at an in-lane AppCard terminal by entering your phone number. If a qualifying transaction is canceled, refunded, returned or revoked (whether by you, the Earn Partner, the Issuing Partner, or otherwise), the Perks you earned will be removed from your Perks Account. If your Perks balance goes below zero as a result of such removal, your Perks Account may be suspended from participating in the Program or canceled.

AppCard reserves the right to disallow the earning of Perks through or at any Earn Partner or Issuing Partner at AppCard's sole discretion. Additionally, AppCard reserves the right to refuse to recognize and remove Perks at our sole discretion, including, without limitation, when we suspect the qualifying transaction was performed improperly or where the Earn Partner or Issuing Partner tells us to revoke the Perks.

We reserve the right to, at our sole discretion, hold earned Perks in a pending status for a length of time determined by us, but typically no longer than thirty-five (35) calendar days. Pending Perks may be visible in your Perks Account but are and will not be redeemable.

PERKS PAYMENT CARDS

You may earn Perks by making qualifying transactions with a Perks Payment Card, including an AppCard Smart Card or AppCard Credit Card (each issued by Issuing Partners). You are not required to have a Perks Payment Card to have a Perks Account, and you do not need a Perks Payment Card to use the

Perks you earn. Your Perks Account is not a Perks Payment Card. You will need to separately apply for any Perks Payment Card, and such Perks Payment Cards are subject to additional terms and conditions.

Certain Earn Partners may provide additional benefits that are not directly related to Perks Payment Cards (e.g., preferred parking). Without limiting the generality of the disclaimers and limitations on liability set forth in these Terms and Conditions, AppCard bears no liability or responsibility for any Earn Partner-provided terms and conditions, or for any associated additional benefits. Any participation in Earn Partner-provided loyalty programs or Merchant Loyalty Programs as defined in [AppCard's Terms of Services](#) is subject to the terms and conditions of that loyalty program as described in the [AppCard's Terms of Services](#) or otherwise by the respective Earn Partner.

"Good Standing" means the Perks Payment Card is not over-limit, not delinquent, not bankrupt, not currently restricted by Issuing Partners and is being used in accordance with the Cardholder Agreement.

"Qualifying Purchase(s)" means the dollar amount of purchases of goods or services you make on your Perks Payment Card during a statement cycle, including sales tax, rounded down, to the nearest whole dollar. Your Perks Payment Card must be in Good Standing to earn Perks.

"Merchant Category Code" or "MCC" means the four digit number used by Visa and other payment networks to identify the type of business in which a merchant is engaged.

"Net Qualifying Purchase(s)" means the total of all new Qualifying Purchases, minus any credits posted to your Perks Payment Card during the same statement cycle for returns, chargebacks, or any other adjustments.

AppCard Smart Card Users: You may earn Perks based on Qualifying Purchases made using your AppCard Smart Card. For Qualifying Purchases made with your AppCard Smart Card, you will earn two (2) AppCard Perks for every whole \$1 spent on Net Qualifying Purchases for store brand products at AppCard Participating Grocers and one (1) AppCard Perk for every whole \$1 spent on Net Qualifying Purchases for all other purchases. For a list of AppCard Participating Grocers and the applicable store brand products, visit www.appcardperks.com/store-brands/. To earn AppCard Perks for store brand products you must enter the phone number associated with your AppCard Smart Card on the in-lane AppCard terminal at checkout. The following AppCard Smart Card transactions that do not qualify for the Perks store brand bonus: Taxes, Postage Stamps, Money Orders, Bus/Subway Passes, Gift Cards, Prepaid Cards, Lottery Tickets, Rug Doctor Fees, Calling Cards, Bottle Deposit/Returns, Charitable Contributions, Prescription Drugs, Delivery Charges, Alcoholic Beverages or Tobacco Products.

Perks earned from AppCard Smart Card transactions are calculated based on Net Qualifying Purchases. For example, a Qualifying Purchase of \$25.50 for non-store brand products at AppCard Participating Grocers would be rounded to \$25.00, and you would earn 25 Perks. A Qualifying Purchase of \$0.99 or less would be rounded down to \$0.00 and would not earn any Perks.

If you pay partially with the AppCard Smart Card and partially with another form of payment, then the Perks you receive will be prorated based on the percentage of the total purchase price paid using the AppCard Smart Card. For example, if your Qualifying Purchase of store brand products for \$10.00 is paid for 60% with the AppCard Smart Card and 40% with cash, then you would receive twelve (12) Perks for your use of the AppCard Smart Card to purchase store brand products and no Perks for the portion of your purchase with cash.

- (i) Except as provided in Section (ii) and (iii) below, Qualifying Purchases spent on the AppCard Smart Card purchases include:
 - a. Point-of-sale purchases made with your AppCard Smart Card; and
 - b. Online purchases made with your AppCard Smart Card.
- (ii) The following AppCard Smart Card transactions are not considered Qualifying Purchases:
 - a. Fees and interest charges on your AppCard Smart Card;
 - b. Transactions with financial or money transfer institutions (based on Visa merchant category code: 4829) including the purchase of money orders, currency, coins, or other cash-equivalents, such as Bitcoins, negotiable items not yet deposited, U.S. treasury bills, and commercial paper;
 - c. Peer-to-Peer or Person-to-Person (P2P) payments (merchant category codes: 6012, 6051) using services such as Venmo® or PayPal®, which are electronic money transfers made from one individual's bank account or debit card to another individual's bank account or debit card through a P2P payment application;
 - d. Transactions for cash equivalents, funds transfer services, or other similar technology (merchant category codes: 6012, 6051);
 - e. Foreign transactions;
 - f. Loan payments or account funding made with your AppCard Smart Card (merchant category codes: 6012, 6051), such as prepaid card loading;
 - g. Online sports betting, casino gaming chips, racetrack wagers, lottery tickets, internet gambling or similar betting transactions (merchant category codes: 7800, 7801, 7802, 7995);
 - h. USPS (merchant category code: 9402);
 - i. Unauthorized, disputed, illegal or fraudulent purchases; and
 - j. Discounts associated with redemptions of Perks or grocer loyalty points.

Perks will be earned at the end of each statement cycle on AppCard Smart Card net qualifying purchases and will be posted to your Perks Account on the Business Day following your AppCard Smart Card statement end date. Your AppCard Smart Card must be open and not suspended, under investigation, lost, stolen, frozen, closed, or have a negative balance for Perks to be posted.

We may make adjustments to your Perks balance based on your AppCard Smart Card transaction activity. For example, we may remove Perks from your Perks Account if there is a negative balance on your AppCard Smart Card or fraud. If you close your AppCard Smart Card mid-cycle, your accrued Perks for that cycle will be forfeited.

AppCard Credit Card Users: You may earn Perks based on Qualifying Purchases made using your AppCard Credit Card. For Qualifying Purchases made with your AppCard Credit Card, you will earn five (5) AppCard Perks for every whole \$1 spent on Net Qualifying Purchases for non-store brand products at AppCard Participating Grocers and six (6) AppCard Perks for every whole \$1 spent on Net Qualifying

Purchases for store brand products at AppCard Participating Grocers. To earn AppCard Perks for store brand products you must enter the phone number associated with your AppCard Credit Card on the in-lane AppCard terminal at checkout. For a list of AppCard Participating Grocers and the applicable store brand products, visit www.appcardperks.com/store-brands/. The following AppCard Credit Card transactions that do not qualify for the Perks store brand bonus: Taxes, Postage Stamps, Money Orders, Bus/Subway Passes, Gift Cards, Prepaid Cards, Lottery Tickets, Rug Doctor Fees, Calling Cards, Bottle Deposit/Returns, Charitable Contributions, Prescription Drugs, Delivery Charges, Alcoholic Beverages or Tobacco Products.

You will earn five (5) AppCard Perks for every whole \$1 spent on AppCard Credit Card net qualifying purchases at gas stations as defined by Visa merchant categories which generally includes gas stations (Merchant Category Code: 5541), automated fuel dispensers (Merchant Category Code: 5542), and electric vehicle charging stations (Merchant Category Code: 5552). The following types of merchants may not have the gas station Merchant Category Code: Gas or electric vehicle charging purchases at warehouse/membership clubs, grocery stores, car washes, auto repair stores and superstores that sell gasoline or electric vehicle charging.

During each three-month calendar period, for Qualifying Purchases made with your AppCard Credit Card you will earn five (5) AppCard Perks for every whole \$1 spent on Net Qualifying Purchases in one additional merchant spend bonus category of your choice ("Bonus Category"). You may select one Bonus Category from the Merchant Category Codes related to Clothing, Entertainment, Home Improvement & Furnishings, Travel, Personal Care, Healthcare, Department Stores and Automobiles as set forth in the following chart:

Bonus Category	Applicable Visa Merchant Category Codes and Associated Descriptions
Clothing	5137-Men's Women's and Children's Uniforms and Commercial Clothing 5139-Commercial Footwear 5611-Men's and Boy's Clothing and Accessories Stores 5621-Women's Ready-to-Wear Stores 5631-Women's Accessory and Specialty Shops 5641-Children's and Infant's Wear Stores 5651-Family Clothing Stores 5655-Sports Apparel, Riding Apparel Stores 5661-Shoe Stores 5681-Furriers and Fur Shops

	<p>5691-Men's and Women's Clothing Stores</p> <p>5697-Tailors, Seamstress, Mending, and Alterations</p> <p>5698-Wig and Toupee Stores</p> <p>5699-Miscellaneous Apparel and Accessory Shops</p> <p>7296-Clothing Rental & Costumes, Formal Wear, Uniforms</p>
<p>Entertainment</p>	<p>5815- Digital Goods: Media, Books, Movies, Music</p> <p>5816- Digital Goods: Games</p> <p>7032- Sporting and Recreational Camps</p> <p>7832- Motion Picture Theaters</p> <p>7841-Video Tape Rental Stores</p> <p>7911-Dance Halls, Studios and Schools</p> <p>7922-Theatrical Producers (Except Motion Pictures), Ticket Agencies</p> <p>7929-Bands, Orchestras, and Miscellaneous Entertainers (Not Elsewhere Classified)</p> <p>7932-Billiard and Pool Establishments</p> <p>7933-Bowling Alleys</p> <p>7941-Commercial Sports, Athletic Fields, Professional Sport Clubs, and Sport Promoters</p> <p>7991-Tourist Attractions and Exhibits</p> <p>7992-Golf Courses & Public</p> <p>7993-Video Amusement Game Supplies</p> <p>7994-Video Game Arcades/Establishments</p> <p>7996-Amusement Parks, Carnivals, Circuses, Fortune Tellers</p>

	<p>7997-Membership Clubs (Sports, Recreation, Athletic), Country Clubs, and Private Golf Courses</p> <p>7998-Aquariums, Sea-aquariums, Dolphinariums</p> <p>7999-Recreation Services (Not Elsewhere Classified)</p>
Home Improvement & Furnishings	<p>5200-Home Supply Warehouse Stores</p> <p>5211-Lumber and Building Materials Stores</p> <p>5231-Glass, Paint, and Wallpaper Stores</p> <p>5251-Hardware Stores</p> <p>5261-Nurseries & Lawn and Garden Supply Store</p> <p>5712-Furniture, Home Furnishings, and Equipment Stores, Except Appliances</p> <p>5713-Floor Covering Stores</p> <p>5714-Draperies, Window Covering and Upholstery Stores</p> <p>5718-Fireplace, Fireplace Screens, and Accessories Stores</p> <p>5719-Miscellaneous Home Furnishing Specialty Stores</p> <p>5722-Household Appliance Stores</p>
Travel	<p>Any 4-digit code starting with 3-Various Airlines, Hotels, Car Rentals</p> <p>4411-Cruise and Steamship Lines</p> <p>4457-Boat Rentals and Leases</p> <p>4511-Airlines, Air Carriers (not listed elsewhere)</p> <p>4582-Airports, Airport Terminals, Flying Fields</p> <p>4722-Travel Agencies and Tour Operations</p>

	4723-Package Tour Operators (For use in Germany only)
Personal Care	5977-Cosmetic Stores 7230-Barber and Beauty Shops 7297-Massage Parlors 7298-Health and Beauty Shops
Healthcare	8011-Doctors and Physicians (Not Elsewhere Classified) 8021-Dentists and Orthodontists 8031-Osteopaths 8041-Chiropractors 8042-Optometrists and Ophthalmologists 8043-Opticians, Opticians Goods and Eyeglasses 8044-Opticians, Optical Goods, and Eyeglasses (no longer valid for first presentments) 8049-Podiatrists and Chiropodists 8050-Nursing and Personal Care Facilities 8062-Hospitals 8071-Medical and Dental Laboratories 8099-Medical Services and Health Practitioners (Not Elsewhere Classified)
Department Stores	5311-Department Stores
Automobiles	5511-Car and Truck Dealers (New and Used) Sales, Service, Repairs, Parts, and Leasing 5521-Automobile and Truck Dealers (Used Only) 5531-Automobile Supply Stores 5532-Automotive Tire Stores

	5533-Automotive Parts, Accessories Stores
	7531-Automotive Body Repair Shops
	7534-Tire Re-treading and Repair Shops
	7535-Paint Shops & Automotive
	7538-Automotive Service Shops
	7542-Car Washes
	8675-Automobile Associations

Merchant Category Codes are determined by the merchant or its payment processor in accordance with standard industry practices, and merchants can change MCCs at any time without notice. AppCard is not responsible for the evaluation or assignment of MCCs to merchants. Even if you expect the merchant to fit into a particular MCC, the merchant may be assigned to a different MCC, and purchases at the merchant will count toward your net qualifying purchases under that merchant's assigned MCC. For example, some restaurants located inside department stores may use a dining code instead of a department store code and therefore would not qualify as a department store purchase under these Terms and Conditions.

When your AppCard Credit Card is activated, the default Bonus Category is Entertainment. To change your Bonus Category for future purchases, you must visit the AppCard mobile app or AppCard Site and select your new Bonus Category at least twenty-four (24) hours (based on Eastern Standard Time) prior to the start of the three-month calendar period. If no new Bonus Category is selected, then the Bonus Category will remain the same.

For all merchants that are not an AppCard Participating Grocer, a gas station MCC, or included in the Bonus Category during the applicable three-month period, you will earn two (2) AppCard Perks for every whole \$1 spent on AppCard Credit Card for Net Qualifying Purchases.

You will earn a Welcome Bonus of 5,000 Perks upon making Net Qualifying Purchases of at least \$250 within the first sixty (60) days after opening your AppCard Credit Card account. You will receive your Welcome Bonus in the statement cycle following your spending of \$250. Limit of 1 Welcome Bonus per new AppCard Credit Card account opened with an Issuing Partner. This one-time Welcome Bonus is only available to you if you are opening a new AppCard Credit Card account and does not apply to requests to reissue a card on an existing AppCard Credit Card account. Your AppCard Credit Card must be open and in Good Standing with spending privileges in order to receive the Welcome Bonus.

The following AppCard Credit Card transactions are not considered Qualifying Purchases:

- a. Fees and interest charges on your AppCard Credit Card;
- b. Transactions with financial or money transfer institutions (based on Visa merchant category code: 4829) including the purchase of money orders, currency, coins, or other cash-equivalents, such as Bitcoins, negotiable items not yet deposited, U.S. treasury bills, and commercial paper;

- c. Peer-to-Peer or Person-to-Person (P2P) payments (merchant category codes: 6012, 6051) using services such as Venmo® or PayPal®, which are electronic money transfers made from one individual’s bank account or debit card to another individual’s bank account or debit card through a P2P payment application;
- d. Transactions for cash equivalents, funds transfer services, or other similar technology (merchant category codes: 6012, 6051);
- e. Foreign transactions;
- f. Loan payments or account funding made with your AppCard Smart Card (merchant category codes: 6012, 6051), such as prepaid card loading;
- g. Online sports betting, casino gaming chips, racetrack wagers, lottery tickets, internet gambling or similar betting transactions (merchant category codes: 7800, 7801, 7802, 7995);
- h. USPS (merchant category code: 9402);
- i. Unauthorized, disputed, illegal or fraudulent purchases; and
- j. Discounts associated with redemptions of Perks or grocer loyalty points.

Perks earned from AppCard Credit Card transactions are calculated based on Net Qualifying . For example, a AppCard Credit Card Net Qualifying Purchase of \$25.50 at a gas station would be rounded to \$25.00 and you would earn 125 Perks. A AppCard Credit Card Net Qualifying Purchase of \$0.99 or less would be rounded down to \$0.00 and would not earn any Perks.

If you pay partially with the AppCard Credit Card and partially with another form of payment, then the Perks you receive will be prorated based on the percentage of the total purchase price paid using the AppCard Credit Card, applicable to all merchant spend categories and bonuses. For example, if your net qualifying AppCard Credit Card purchase of store brand products at an AppCard Participating Grocer for \$10.00 is paid for 60% with the AppCard Credit Card and 40% with cash, then you would receive thirty-six (36) Perks for your use of the AppCard Credit Card for the purchase of store brand products and no Perks for the portion of your purchase with cash.

- (i) Except as provided in Section (ii) and (iii), qualifying AppCard Credit Card purchases include:
 - a. Point-of-sale purchases made with your AppCard Credit Card; and
 - b. Online purchases made with your AppCard Credit Card.
- (ii) A “purchase” is a charge for goods or services. The following transactions are **not** considered purchases for purposes of the AppCard Perks Credit Card Reward Program and will not earn AppCard Perks: cash-like items, fees, finance charges, unauthorized or fraudulent transactions, certain other charges, and fees of any kind. Transactions with merchants classified under Visa merchant category codes 4829, 6012, 6051, 7800, 7801, 7802, 7995 and 9402 are **not** purchases. We reserve the right to determine whether a particular transaction is a qualifying transaction for purposes of what constitutes a purchase for the AppCard Perks Reward Program. If a refund or credit to the AppCard Credit Card is initiated in connection with any purchase on which AppCard Perks were

earned, your AppCard Perks balance will be reduced by the number of AppCard Perks previously earned in connection with such returned or refunded purchase.

- (iii) AppCard Credit Card transactions that do not qualify for the AppCard Perks store brand bonus include:

Taxes, Postage Stamps, Money Orders, Bus/Subway Passes, Gift Cards, Lottery Tickets, Rug Doctor Fees, Calling Cards, Bottle Deposit/Returns, Charitable Contributions, Prescription Drugs, Delivery Charges, Alcoholic Beverages or Tobacco Products.

Your Perks will be earned at the end of each statement cycle on AppCard Credit Card net qualifying purchases and will be posted to your Perks Account on the Business Day following your statement end date. Your AppCard Credit Card must be open and not suspended, under investigation, lost, stolen, frozen, or closed for AppCard Perks to be posted.

Merchants who accept credit cards are assigned merchant codes based on the kinds of products and services they primarily sell. Merchant codes are not assigned by AppCard. Even though a merchant or some of the items it sells may seem to fit within a Perks-qualifying category, the merchant code may not fall into that category. Perks eligibility is determined based on the merchant code AppCard receives in connection with a credit card transaction.

AppCard reserves the right to establish, in its sole discretion, whether a certain transaction is a qualifying purchase from time to time.

You must notify us of any suspected errors in the number of AppCard Perks posted to your Perks Account within sixty (60) days of such information being made available to you. If you do not notify us of any errors within sixty (60) days, you will waive the right to contest the Perks eligibility, except to the extent such waiver is prohibited by applicable law.

AppCard has the right to change or cancel the earning of Perks with your AppCard Smart Card or AppCard Credit Card at any time and for any reason whatsoever. Changes may include, but are not limited to, the amount of Perks earned, the type and/or value of Perks, the availability of Perks, and the list of applicable store brand products. Your continued use of the AppCard Smart Card, the AppCard Credit Card or receipt of AppCard Perks does not grant you any vested rights, nor may you rely on the continued availability of the AppCard Perks rewards program.

Venmo and PayPal are registered trademarks of PayPal, Inc. Visa is a registered trademark of Visa International Service Association.

REDEEMING PERKS

You can only redeem Perks at Redemption Partners for discounts on purchases through the AppCard in-lane terminal as such may be made available by Redemption Partners. In some situations (including, without limitation, when Perks are redeemed pursuant to a large transaction and for fraud prevention), you may be required to enter a PIN or perform another type of Perks Account authorization prior to redeeming Perks. Without limiting the generality of the disclaimers and limitations on liability set forth in these Terms and Conditions, we are not responsible for any loss, damage, defect, or injury of products obtained through the redemption of Perks.

You must have at least 200 Perks in your Perks Account to redeem Perks. Perks do not have a fixed value; however, you will typically receive a discount of \$0.005 for each Perk redeemed. Some Redemption Partners may offer opportunities to redeem Perks for higher or lower value at their sole discretion and such additional opportunities may be subject to additional terms and conditions. You can see the exact discount amount you will receive for redeeming your Perks on the rewards tab on the AppCard in-lane terminal at Redemption Partners. Perks are not gift certificates. Perks are promotional, have no cash value, and cannot be converted into any currency or gift card balances. Perks redemptions are final. Each AppCard Perk you earn may only be redeemed one time. Discounts obtained through redemptions may not be reimbursed or exchanged for any other gift cards, cash, or any cash equivalent.

You are responsible for all taxes payable as a result of Perks redemptions or your participation in the Program. You may not sell, convert, transfer or otherwise dispose of Perks. Perks are not your property and they may not be transferred through inheritance, bankruptcy or divorce.

You are responsible for the privacy of your PIN, password or other Perks Account authorization methods. You are responsible for all activities that occur using your PIN, password or other Perks Account authorization method and for notifying us of any unauthorized use.

FORFEITURE OF PERKS

As permitted by applicable law, no Perks will post to your Perks Account if it is closed, the Appcard Credit Card or AppCard Smart Card goes into "default" as defined in the Cardholder Agreement, or you are otherwise disqualified from participation in the Program pursuant to these Terms and Conditions. You will not be entitled to compensation or any other recourse if your earned Perks are forfeited for any reason.

PERKS EXPIRATION

If you do not earn Perks in your Perks Account for 12 consecutive months, you hereby forfeit any Perks in your Perks Account and such Perks will expire and will no longer be available to redeem.

If you or we terminate your Perks Account, or if the Program is terminated or otherwise modified, including, for example, upon a change in laws or regulations that negatively impact our profitability, you hereby forfeit any Perks in your Perks Account and such Perks will expire and will no longer be available to redeem. You may not use expired Perks. Perks will be redeemed in the order in which they were earned.

TERMINATION AND MODIFICATION

We reserve the right to terminate your Perks Account at any time in our sole discretion, or to modify or restrict your ability to use Perks at any time in our sole discretion, immediately and without notice. If we terminate your Perks Account, you hereby forfeit any Perks in your Perks Account, and any Perks in your Perks Account will immediately be voided and cannot be used.

We may modify, terminate, or suspend the entire Program at any time, in our sole discretion, with or without notice. Any changes or modifications to the Program will be effective immediately upon posting the changes to the Site. Your continued participation in or access to the Program or your Perks Account confirms your acceptance of such changes or modifications.

You can cancel and delete your Perks Account, and the information therein (including, without limitation, all Perks you may have earned), by emailing cardsupport@appcard.com. You acknowledge that upon the deletion and cancellation of your Perks Account, your Perks will also be deleted, and you hereby forfeit all such Perks upon any such cancellation and deletion. While deleting your Perks Account will end your participation in the Program, deleting your Perks Account will not cancel or otherwise impact the terms and conditions of your Perks Payment Card.

DISCLAIMERS

AppCard and its Earn Partners, Issuing Partners, and Redemption Partners make no guarantees, warranties or representations of any kind concerning the Program or Perks. All Perks are void where prohibited by applicable laws or regulations, and these Terms and Conditions are subject to immediate change if necessary to comply with such laws or regulations. You release and hold harmless us, our affiliates, and any Earn Partners, Issuing Partners, or Redemption Partners from all liability regarding your earning and use of Perks or your participation in the Program.

You acknowledge and agree that you have no ownership rights in Perks or your Perks Account. You further acknowledge and agree that you have no third-party beneficiary rights in any agreement between us and any Earn Partner, Issuing Partner, or Redemption Partner, and that the only relationship created by these Terms and Conditions is one between you and us.

The Program cannot be used where prohibited by law. The Program cannot be used outside the United States and its territories.

OTHER THAN AS EXPLICITLY SET FORTH IN THESE TERMS AND CONDITIONS AND WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS OF WARRANTIES OR CONDITIONS IN THE SITE TERMS, WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROGRAM, THE PERKS, YOUR ACCOUNT AND YOUR USE OF THE PROGRAM, THE PERKS OR YOUR ACCOUNT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS OF WARRANTIES OR CONDITIONS IN THE SITE TERMS, WE DO NOT WARRANT OR GUARANTEE THAT THE PROGRAM OR THE ACCOUNT, WILL ALWAYS BE AVAILABLE OR OPERATE ERROR-FREE, THAT PERKS EARNING AND REDEMPTION WILL BE ERROR-FREE, OR THAT ANY ERRORS, OMISSIONS OR MISPLACEMENTS IN THE PROGRAM, ACCOUNT, OR PERKS WILL BE CORRECTED. NO STATEMENT, EITHER ORALLY OR IN WRITING, MADE BY ANY OF OUR OFFICERS, EMPLOYEES OR AGENTS WILL VARY THIS PARAGRAPH.

APPCARD IS NOT PERMITTED TO PROVIDE, AND DOES NOT PROVIDE, LEGAL ADVICE, AND YOU ARE SOLELY RESPONSIBLE FOR COMPLIANCE OF YOUR PARTICIPATION WITHIN THE PROGRAM WITH ALL APPLICABLE LAW. YOU HEREBY ACKNOWLEDGE THAT OUR PROVISION OF THESE TERMS AND CONDITIONS IS NOT LEGAL ADVICE.

LIMITATION OF LIABILITY

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW AND WITHOUT LIMITING THE GENERALITY OF THE EXCLUSIONS AND LIMITATIONS ON LIABILITY IN THE SITE TERMS, IN NO EVENT WILL APPCARD HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY AMOUNT OR KIND OF LOSS OR DAMAGE THAT MAY RESULT TO OR BE INCURRED BY YOU OR A THIRD PARTY ARISING

OUT OF OR IN CONNECTION WITH THESE TERMS, YOUR PARTICIPATION IN OR USE OF THE SITES, THE PROGRAM, YOUR ACCOUNT, OR THE PERKS.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless AppCard from and against any and all claims (including but not limited to third-party claims), demands, complaints, actions, damages, losses, judgments, settlements, fines, costs, expenses, and liabilities (including reasonable legal fees) arising out of or in connection with (1) your access to, enrollment or participation in, or use or misuse of the Sites or the Program, your Perks Account, and the Perks; or (2) violation of these Terms and Conditions by you or any third party using your Perks Account. We reserve, and you grant to us, the exclusive right to assume the defense and control of any matter subject to indemnification by you.

ASSIGNMENTS

You may not sell, assign or transfer any Perks you receive, your Perks Account, or any of your rights or obligations under these Terms and Conditions, whether by operation of law or otherwise. We may sell, transfer, or assign the Program, these Terms and Conditions, or your Perks Account, in whole or in part, at any time, without notice to you. If we make such an assignment, the sole responsibility for the matters assigned, including any obligations to you, will lie with the party to which we make the assignment, and we will be released from any responsibilities or obligations.

NOTICE OF FINANCIAL INCENTIVE

Under applicable U.S. state law (for example, California, Colorado, and Connecticut), the Program is considered a financial incentive program and a bona fide loyalty program. In order to provide you with the incentives and Perks described in these Terms and Conditions, we use personal information about you, including, for example, your first and last name, phone number, email address, purchase history (such as those connected to earning and/or redeeming Perks), physical address, birth date, etc. to identify you as a member of the Program and to associate your transactions (such as those connected to earning and/or redeeming Perks). We are unable to provide and administer the Program and provide you with a Perks Account without such information. For example, without your personal information, we have no method available to associate your transactions with your Perks Account and are unable to verify your access to your Perks Account.

In such context, the value of the personal information you provide us is related to the non-fixed value of the Perks, as described above in the "REDEEMING PERKS" section of these Terms and Conditions, that you can obtain through your participation in the Program, less the expense to AppCard in its offering and administration of the Program.

As stated above, we process all personal information provided in connection with the Program in accordance with the [AppCard Privacy Policy](#). Consistent with the AppCard Privacy Policy (and without limiting our rights under the AppCard Privacy Policy), in providing and administering the Program we may disclose your personal information to our Loyalty Partners (defined below), our service providers (including, without limitation, payment processing companies, fraud prevention providers, cloud storage providers, IT service providers, and marketing companies), other merchants, and law enforcement. As described in these Terms and Conditions, the Earn Partners, Issuing Partners, and Redemption Partners (together, the "Loyalty Partners") assist in providing and facilitating the Program. The Earn Partners

provide you the benefit of having an opportunity to accrue Perks, the Issuing Partners issue Perks Payment Cards that allow you the opportunity to earn Perks, and the Redemption Partners provide you the benefit of having an opportunity to redeem Perks.

You can opt-in to the Program through the methods set forth above in these Terms and Conditions. You have the right to withdraw—and to have your Perks Account cancelled and deleted permanently (including, without limitation, all Perks you may have earned) therein—at any time by emailing cardsupport@appcard.com. You acknowledge that upon the deletion and cancellation of your Perks Account, your Perks will also be deleted, and you hereby forfeit all such Perks upon any such cancellation and deletion. While deleting your Perks Account will end your participation in the Program, deleting your Perks Account will not cancel or otherwise impact the terms and conditions of your Perks Payment Card.

GENERAL

Disputes and Governing Law. These Terms and Conditions, the Program, and any claims, controversies, or disputes related to or arising therefrom are governed by the body of law specified in, and will be resolved in accordance with the dispute resolution provisions of, the Site Terms.

Independent Contractors. Each party shall be deemed to be an independent contractor hereunder. The Terms and Conditions creates no relationship of joint venture, partnership, or agency between the parties, and the parties hereby acknowledge that no other facts or relations exist that would create any such relationship between them.

Complete Agreement. To the extent there is any inconsistency or discrepancy between these Terms and Conditions and other statements contained in any related materials or advertising, these Terms and Conditions shall prevail, govern, and control; provided, however, that your Perks Payment Cards are governed by the applicable Deposit Account Agreement or Cardholder Agreement. If these Terms and Conditions are inconsistent with the Deposit Account Agreement or Cardholder Agreement, then the Deposit Account Agreement or Cardholder Agreement, as applicable, will govern. The Terms and Conditions (including, without limitation, the Site Terms), and other documents or materials referenced herein is the exclusive statement of the agreement of the parties with respect to its subject matter as of this date and supersedes all prior written or oral agreements.

Survival. The Disclaimers, Limitations on Liability, and Indemnification sections hereof, and all accrued rights and remedies hereunder, shall survive any termination of the Terms and Conditions.

No Implied Waivers. The failure of either party to enforce at any time any of the provisions of the Terms and Conditions, or the failure to require at any time performance by the other party of any of the provisions of the Terms and Conditions, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of either party to enforce each and every such provision thereafter. The express written waiver by either party of any provision, condition or requirement of the Terms and Conditions shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

Force Majeure. AppCard shall not be liable for any delay or failure in performance under the Terms and Conditions, or for any interruption of services rendered hereunder, which result directly or indirectly

from acts of God, civil or military authority, act of public enemies, war, accidents, fires, explosions, earthquakes, floods, the elements or any other similar cause beyond the reasonable control of AppCard.

Severability. If any provision of the Terms and Conditions should, for any reason, be held invalid or unenforceable in any respect, the remainder of the Terms and Conditions shall be enforced to the full extent permitted by law.

AppCard is a financial technology company and is not a bank. Banking services provided by TAB Bank; Member FDIC. The AppCard Smart Card is issued by TAB Bank pursuant to a license from Visa U.S.A. Inc. and may be used everywhere Visa credit cards are accepted. The AppCard Credit Card is issued by TAB Bank pursuant to a license from Visa and may be used everywhere Visa credit cards are accepted.

Headings; Construction. The headings of various paragraphs of the Terms and Conditions are inserted merely for the purposes of convenience and do not expressly or by implication limit, define, or extend the specific terms or text of the paragraph so designated. In resolving any dispute or construing any provision hereunder there shall be no presumptions made or inferences drawn because one of the parties drafted the Terms and Conditions and you waive any rights under any law that would require the interpretation of any ambiguities in the Terms and Conditions against AppCard.