

Pay Tgthr

Couple's Cash Back Rewards Program Terms & Conditions

Last updated: October 14, 2021

The Pay Tgthr Couple's Cash Back Rewards Program is owned, administered and provided by Pay Tgthr, Inc., a Delaware corporation, and is subject to these Terms. The Program allows You the opportunity to earn Cash Rewards for Eligible Purchases made using Your Tgthr Card.

1. Definitions

Account – Has the meaning set forth in the PT Terms.

App – The Pay Tgthr mobile application.

Cardholder Agreement – The Pay Tgthr, Inc. Cardholder Agreement and Terms of Service, as amended from time to time.

Cash Rewards – Cash back rewards, denominated in United States dollars, specified in Section 3 hereof You can earn by making Eligible Purchases using Your Tgthr Card.

Eligible Account – An Account that is open and has purchase making privileges.

Eligible Purchases – The dollar amount of goods and services Your Group makes using the Tgthr Card in a Spend Category. Eligible Purchases do not include cash advances, ATM transactions, disputed transactions, gift cards, unauthorized or fraudulent transactions, interest, fees, any prohibited uses of the Tgthr Card (as defined in Section 6 of the Cardholder Agreement), or any other transactions that Pay Tgthr may determine in its sole discretion are not eligible to earn Cash Rewards. Purchases made with Your Tgthr Card for which we are unable to obtain certain transaction information from the card network may be ineligible for Cash Rewards. For example, purchases made through third-party payment accounts, mobile or wireless card readers, digital wallets or similar technology will not be eligible if the technology does not provide sufficient transaction details for Cash Reward qualification.

Funding Account – Has the meaning ascribed to it in the Cardholder Agreement.

Good Standing – An Eligible Account that does not have an overdue balance.

Group – You and another Pay Tgthr user who have formed a group using the App.

MCC – A merchant category code that is a four-digit classification code, defined by Mastercard, that is determined by the merchant, assigned to a merchant by the merchant's payment card network or merchant processor and usually based on the predominant business activity of the merchant. Pay Tgthr does not assign or have responsibility for the assignment of MCCs or evaluates what MCCs should be assigned to a specific merchant. Merchant codes and categories can change at any time without notice, which may exclude Eligible Purchases from certain Spend Categories. Pay Tgthr reserves the right to determine from time to time the Spend Categories and which MCCs are included in each Spend Category. Pay Tgthr reserves the right to remove merchants or MCCs from the Program in its sole discretion, including when required by local laws, rules or regulations. Pay Tgthr is not responsible for awarding Cash Rewards for Eligible Purchases in the Spend Categories at merchants who do not report an Eligible Purchase with an accurate MCC. Questions concerning Eligible Purchases and what constitutes an Eligible Purchase will be determined in the sole discretion of Pay Tgthr.

Pending Cash Rewards – Cash Rewards for Eligible Purchases that have been calculated by Pay Tgthr, but for which Pay Tgthr has not yet received confirmation of completion.

Program – This Pay Tgthr Couple's Cash Back Rewards Program.

PT Terms – The Pay Tgthr, Inc. Terms of Service, as amended from time to time.

Spend Categories – Specific types of Eligible Purchases that are grouped in a category, based on a merchant’s MCC and/or enumerated by merchant name, and used to determine the percentage of Cash Rewards earned. When You make an Eligible Purchase, it will be classified into one of the following Spend Categories:

- **Date Night:** Restaurants, bars and fast food; food delivery; rideshares, taxi cabs and public transit; streaming media services; movie theaters, and; live music and performances.
- **Home Life:** Groceries; utilities (e.g., electric, gas, and cell phone bills); meal kits (e.g., Blue Apron); cable/satellite television and internet; charity; pet supplies and veterinarians, and; insurance.
- **Everything Else:** All Eligible Purchases that do not fall into one of the categories described above.

Spending Boost – A merchant or MCC category within a Spend Category that Your Group selects to earn Cash Rewards using the App.

Terms – These Pay Tgthr Couple’s Cash Back Rewards Terms & Conditions.

Tgthr Card – The Pay Tgthr Mastercard Debit Card.

We/Us/Our/Pay Tgthr – Pay Tgthr, Inc., a Delaware corporation.

You/Your – A Pay Tgthr user eligible to participate in the Program.

2. Enrollment and eligibility

You must have an Eligible Account in Good Standing to participate in the Program. We will automatically enroll You in the Program once a Tgthr Card is issued and active in the App. Once enrolled, You are eligible to earn Cash Rewards on Eligible Purchases made with Your Tgthr Card, subject to these Terms.

3. Earning Cash Rewards on Eligible Purchases

Your Group must first select the Spending Boosts within the Spend Categories for which you wish to earn Cash Rewards. Your Group may select up to two (2) Spending Boosts in each of the “Date Night” and “Home Life” Spend Categories. You may select Spending Boosts in the App. Spending Boosts may be changed at any time; provided, however, that the Eligible Purchase for the Spending Boost you select must occur prior to your selecting a different Spending Boost. A Spending Boost may only remain active for 365 consecutive days.

The amount of a Cash Reward for an Eligible Purchase will be determined as follows:

- **5%:** Eligible Purchases categorized as Date Night will earn 5% Cash Rewards.
- **3%:** Eligible Purchases categorized as Home Life will earn 3% Cash Rewards.
- **1%:** Eligible Purchases categorized as Everything Else will earn 1% Cash Rewards.

Cash Rewards are calculated at each Eligible Purchase. Cash Rewards may only be redeemed upon the card network’s completion of a transaction, which may take up to two (2) weeks following the Eligible Purchase. You may view Pending Cash Rewards in the App. The above stated cash back percentages are subject to change at any time without notice to You.

The amount of Your Cash Reward is calculated based on Your share of the Eligible Purchase. For example, if You and Your partner split a \$100 Eligible Purchase pursuant to a 60/40 split ratio, Your Cash Rewards

are calculated on Your \$60 share of the Eligible Purchase, and Your partner's Cash Rewards are calculated on their \$40 share of the Eligible Purchase.

If Eligible Purchases result in fractions of Cash Rewards, the Cash Reward will be rounded up to the nearest whole cent. **The maximum amount of Cash Rewards You are eligible to earn is limited to \$2,000 per calendar year.**

4. Viewing Your Cash Rewards

Information about Your Cash Rewards will be shown in the "Rewards" section of the App. You are responsible for ensuring the amount of Cash Rewards reflected in the App is correct. If You believe that the amount of Cash Rewards shown in the App does not accurately reflect Cash Rewards You are eligible to receive, please contact us at hi@paytgthr.com within sixty (60) days of the day on which the alleged discrepancy was first redeemable in the App. If you do not contact us within the prescribed time, we will have no obligation to adjust Your Account.

5. Adjustments to Cash Rewards

If You return, chargeback, cancel, dispute, or otherwise request a refund or credit for an Eligible Purchase for which You have already redeemed a Cash Reward from us, we will adjust Your Rewards accordingly. An adjustment also may occur if these Terms are violated by You or we believe You are abusing or gaming the Program. An adjustment may reduce Cash Rewards in an amount up to the amount of any Cash Reward originally earned on the Eligible Purchase. Adjustments may cause a negative balance in Your Cash Rewards. Negative Cash Rewards may not be withdrawn but will be shown in the App as negative Cash Rewards to which newly earned Cash Rewards will be added until such time as the balance becomes redeemable. Pay Tgthr also reserves the right, in its sole discretion, to collect on any amount(s) You owe, in any appropriate manner, including, but not limited to, debiting Your Funding Account in the amount of the redeemed Cash Reward.

6. Redeeming Your Cash Rewards

You may redeem Your Cash Rewards by using the App upon reaching a minimum of \$10.00 in Cash Rewards. Cash Rewards may be redeemed in two ways:

- Applying earned Cash Rewards to Your Account to offset any monies owed to us; or
- Requesting transfer of Cash Rewards to Your linked and verified Funding Account.

If You choose to apply Your Cash Rewards to Your Account, the balance of Your Account will be reduced by the value of the Cash Rewards applied. Any remaining balance on Your Account will be debited from your Funding Account pursuant to our standard billing processes.

If You choose to transfer Cash Rewards to Your linked and verified Funding Account, we will initiate an ACH transfer within one (1) business day of your redemption request. Pay Tgthr will only transfer money to a linked and verified Funding Account associated with your Account. Once the ACH transfer is initiated, Pay Tgthr has no control over the timing of the Cash Rewards arrival in Your Funding Account. ACH transfers generally take 3 to 5 business days to arrive in your Funding Account.

7. Cash Reward forfeiture and cancellation

While Cash Rewards do not expire, they may be cancelled or forfeited in accordance with these Terms. If we close Your Tgthr Card or Account for any reason, all unredeemed Cash Rewards will be forfeited. There are no credits, exchanges or refunds on unused Cash Rewards.

Pay Tgthr reserves the right, in its sole discretion, to disqualify You or any authorized user of Your Account or Tgthr Card from participation in the Program and to cancel or invalidate any Cash Rewards earned in the following events: (i) Your Account is not in Good Standing; (ii) You are in violation of the PT Terms; (iii) we close Your Account or Tgthr Card for any reason; or (iv) in cases of actual or suspected abuse, fraud, violation of the Terms or any actual or suspected abuse or fraud with respect to Your Account or Your Tgthr Card, or we otherwise suspect or believe You are or have engaged in activity that we deem to be abusive or gaming conduct under the Program, as determined in our sole discretion. Neither Pay Tgthr nor any of its service providers, their respective employees, officers, affiliates or agents will be liable to You for any action or inaction any of them take or fail to take with respect to the Program or changes in the Terms.

8. Additional Information

Cash Rewards will be available for redemption within one (1) business day of the successful posting of the final transaction, which can occur up to two (2) weeks after the initial purchase / authorization. Cash Rewards do not expire while Your Account is in Good Standing; however, see Section 7 for details on when Cash Rewards are forfeited. You may not transfer Cash Rewards to another Account, even if the other Account is in Your name. We may temporarily or permanently suspend Your ability to earn Cash Rewards at any time, with or without notice to You. Cash Rewards earned on Your Account have no cash value until redeemed. **All redemptions are final.**

We reserve the right, in our sole discretion, to alter, change and/or terminate, at any time and for any reason, these Terms and/or the Program, which may result in the cancellation of unredeemed Cash Rewards, without notice to You. Such additions, deletions, changes or revisions to the Terms may include, but are not limited to, qualifications for participation in the Program, Program features or procedures, the imposition or discontinuance of special promotions or offers, additions, deletions or revisions of Cash Rewards offered, revisions of Cash Rewards caps, limitations or expiration periods, revisions to disqualifying events or the imposition of new, revised or additional Program terms. In addition, we reserve the right to immediately disqualify You from the Program if You have violated these Terms or if You have, in our sole determination, misused the Program. Violation of these Terms or misuse of the Program may result in forfeiture of unredeemed Cash Rewards.

The Program is owned and administered by Pay Tgthr. The Program is void where prohibited by any federal, state or local laws. None of Mastercard, Patriot Bank N.A. or Lithic, Inc. in any way endorse, sponsor or are affiliated with the Program. These Terms constitute the entire agreement between You and Pay Tgthr with respect to the subject matter described herein, and supersede all prior agreements or representations, written or oral concerning such subject matter; provided, however, that nothing herein modifies the PT Terms or Cardholder Agreement.

All Cash Rewards paid to you 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 Program. We are not responsible for determining whether You owe taxes in

connection with Your access to or use of this Program or for collecting, reporting, or remitting taxes arising from Your access to or use of this Program.

Your Account, and any Cash Rewards accrued or earned therein, may not be owned by a business entity, established in the name of a business entity, or used for business or non-household or non-family purposes.

9. Disclaimers, indemnification and limitation of liability

We may waive any obligation You have under these Terms without losing our right at a later time to enforce the same obligation. We will not lose any of our rights under these Terms if we delay taking action for any reason. If we take any action not specified in these Terms, we will not lose any rights under these Terms. Neither Pay Tgthr nor its third-party service providers, their respective employees, officers, affiliates or agents will be liable to You for any action or inaction any of them take or fail to take with respect to the Program or any changes in the Terms of the Program.

Neither Pay Tgthr nor its third party service providers, their respective employees, officers, affiliates or agents will be responsible for any errors or omissions, or for any bodily injury or property damages that may result from participation in the Program nor for any damage, loss or expense of any nature resulting from the usage or any Cash Reward, defects in any Cash Reward or from any cancellation irregularity or mishap affecting the Cash Reward received through the Program.

You agree to indemnify and hold Pay Tgthr and our third-party service providers and their respective affiliates, directors, officers, employees, agents and contractors harmless from and against any loss, damage, liability, cost or expense of any kind (including attorneys' fees) arising from Your or Your authorized users': (i) use of the Program; (ii) any fraud or misuse of the Program; (iii) violation of these Terms; (iv) violation of the rights of any third party; and/or (v) any taxes, penalties, and interest assessed by any taxing authority regarding amounts owed by You in connection with the Program.

In no event shall we or any of our third-party service providers (their respective employees, affiliates or agents), affiliates or agents be responsible or liable to You, or anyone claiming through You or on Your behalf, for any indirect, special, exemplary, punitive or consequential damages, including without limitation lost revenue, lost profits, or lost opportunity, arising out of or relating to any of the acts or omissions of Pay Tgthr or any of our respective affiliates or agents, or otherwise in connection with or relating to the Program or its administration, or that result from the use of or inability to use the Program, even if we have been made aware of the possibility of such damages. In addition, we make no warranty or representation either expressed or implied, and expressly disclaim any and all liability and damages with respect to type, quality or fitness for use of goods or services provided through this Program or otherwise obtained by You in connection with the Program or through the use of redeemed Cash Rewards.

Neither Pay Tgthr nor any of our service providers are responsible for any disputes arising between or involving cardholders relating to Cash Rewards or redemption of Cash Rewards. Neither Pay Tgthr nor any of our service providers are responsible for any disputes between You and a merchant relating to a transaction or goods or services.