



The VLINKPAY Cashback Rewards Program (the “Cashback Rewards Program”) is offered by VLINKPAY, LLC. (“VLINKPAY”) via the VLINKPAY mobile app, VLINKPAY.com, and the VLINKPAY mobile browser extension (collectively, the “VLINKPAY Service”), and via the VLINKPAY mobile app, website [www.vlinkpay.com](http://www.vlinkpay.com)), browser extension, and other surfaces operated by VLINKPAY, LLC. This program agreement (“Agreement”) is a contract between you and VLINKPAY and governs your access to and use of the Cashback Rewards Program. This Agreement is in addition to and supplements the other terms and conditions that govern your use of the VLINKPAY Service as applicable.

#### **PLEASE NOTE:**

- **To receive cash back, you must have a VLINKPAY account in good standing.**
- **For Cash back earned through the VLINKPAY account in good standing to Receive Vpoint and VMM tokens for Cashback Program.**
- **While VMM tokens and VPOINT may be redeemed for Cash, other redemption options are available, including the option to redeem Vpoint towards eligible purchases when you use your VLINKPAY account to check out offline and online. You are not required to redeem your Vpoint for cash back. Vpoint are not money and have no value prior. Vpoint can only be earned on eligible transactions and promotional.**
- **Vpoint can expire. To learn how to maintain your Vpoint, please refer to the Expiration & Loss of Rewards Vpoint section below.**

## **Acceptance and Eligibility**

By using, participating in, or receiving the benefit of any portion of the Rewards Program, you agree to be bound by this Agreement. To participate in the Rewards Program via the VLINKPAY Service and

Merchant, you must have a valid VLINKPAY account in good standing. To participate in the Rewards Program. You must be an individual, be a resident of the United States or one of its territories, and be at least 18 years old, or the age of majority in your state or jurisdiction of residence (if over 18), to use or participate in the Rewards Program. You may not use the Rewards Program or accept this Agreement if you are not of legal age and able and competent to form a binding contract with VLINKPAY. If you use the Rewards Program, you represent that you have the capacity to be bound by this Agreement. The Rewards Program is not available in all countries or locations. Participation in the Rewards Program is unauthorized in any jurisdiction where all or any portion of this program may violate (or may cause VLINKPAY to violate) any legal requirements, and you agree not to participate if you are a resident of any such jurisdiction. The Rewards Program is for personal, non-commercial use. You agree that you are not using (and will not use) the Rewards Program for or on behalf of any third party, for any company, association, or group, or for any commercial purpose. You further agree that you will not participate in the Rewards Program using multiple VLINKPAY accounts to avoid or circumvent any prohibition of this Agreement or earn more Vpoint than would otherwise be permitted under this Agreement. You agree that VLINKPAY's decisions regarding the Rewards Program and your participation in it are final and binding and you agree to abide by all such decisions. VLINKPAY will be the sole arbiter in cases of suspected abuse, fraud, or violation of its rules and any decision it makes relating to termination, suspension, or disabling of your participation in the VLINKPAY Rewards Program terms and/or your forfeiture of any Vpoint or other Program benefits.

## **Description of the Cashback Rewards Program**

The Cashback Rewards Program allows participants to earn **VMM tokens** (formerly known as VLINKPAY, as applicable) on eligible transactions e-gift card as described in more detail below. VLINKPAY offers a variety of ways to access aspects of the Rewards Program across both the VLINKPAY Service. Not all aspects of the Rewards Program will be

available through all access channels and not all offers will be the same across all channels.

All VLINKPAY accountholders in good standing may participate (subject to eligibility requirements), and no separate enrollment or application is required. VLINKPAY does not charge fees to you for participation in the Rewards Program. You acknowledge that (i) the Rewards Program is a promotional program as to which no consideration has been paid to you, (ii) unless and until redeemed in accordance with this Agreement, no right, title, or interest in the Vpoint has been conveyed, and (iii) Vpoint have no cash value, unless and until redeemed in accordance with this Agreement.

## **Earning Vpoint**

We may from time to time make our rewards Vpoint ("VLINKPAY Rewards Vpoint" or "Vpoint") available to you when you complete certain actions through the VLINKPAY Service. The most common way for you to earn Vpoint is by making an eligible purchase from one of the participating third-party merchants while using the VLINKPAY Rewards Program. Vpoint are not available for all merchants or items. When Vpoint are available for eligible purchases made from a particular merchant, we may indicate so on the VLINKPAY Service, or within any other software we may make available for the Rewards Program (e.g., browser extensions or plug-ins). If a merchant is participating in the Rewards Program, you can earn Vpoint based on the eligible items that you purchase from that third-party merchant. You must follow the links and instructions as disclosed within the VLINKPAY Service or in other Rewards Program materials, to complete the eligible purchase and/or complete any other qualifying or required action(s) (e.g., by clicking the buttons labeled "Save Offer," "Activate Offer," "Activate Rewards," or "Shop Now").

Opportunities to earn Vpoint will always be subject to this Agreement and may be subject to any additional terms, as specified at the time of the offer, including offers requiring you to pay with your VLINKPAY account to earn Vpoint. You can only earn Vpoint through one earning

method per qualifying transaction. Satisfying the requirements of more than one earning method in a single transaction will not result in earning any additional Vpoint.

We may display to you the amount or range of Vpoint which you may earn in connection with an eligible purchase or rewards offer in any of the following ways: (1) a fixed percentage reward rate (for example: 3% in Vpoint based on the subtotal of eligible items), (2) a percentage reward rate range (for example: 1-4% in Vpoint based on the subtotal of eligible items), (3) a fixed number of Vpoint (for example: 500 Vpoint ), or (4) a range of Vpoint (for example: 300-500 Vpoint). We may also display to you the cash back percentage or dollar amount, which represents the percentage of cash back or dollar amount you could receive in connection with your completion of the requirements of an offer or completing an eligible transaction, if you elect to redeem the Vpoint for cash back to your VLINKPAY account. You are not required to redeem the Vpoint earned for cash back, and you may elect to redeem such Vpoint for any other redemption options offered as part of the Rewards Program. For an eligible transaction, the number of Vpoint to be provided may be calculated based on the subtotal of eligible items purchased from a participating merchant, excluding tax or any additional fees such as shipping, or (where indicated) it may be provided as a flat sum regardless of the value of your purchase. You can only earn Vpoint on eligible purchases or items, marketing initiatives (e.g., refer-a-friend programs) and account activities, or use of rewards-issuing products where rewards eligibility criteria is disclosed and accepted in advance of the incentivized purchase or activity. Certain items, product categories, and purchases are ineligible for Vpoint. Exclusions vary by merchant. Except for certain product-specific offers, such as VLINKPAY Exclusive Offers, we will not be able to determine if the item(s) you have purchased are eligible for Vpoint or the number of Vpoint that you will earn for that purchase until after you make your purchase. You must follow the links and instructions on the VLINKPAY Service or Service to complete the eligible purchase, save the applicable offer, or complete another qualifying action. Certain ad blockers may prevent you from earning VLINKPAY Rewards Vpoint. If we are unable to track your

transaction/action or if the relevant third-party merchant does not fulfill its obligation, then VLINKPAY may choose not to provide the Vpoint associated with that transaction to you.

The exact number of Vpoint that can be earned in any scenario will be assigned by VLINKPAY based on the prevailing rewards rate displayed to you at the time you are presented with an eligible offer or make an eligible purchase. Depending on the offer you accepted or the purchase you made, Vpoint may be awarded to you as a flat sum, a fixed percent value based on your eligible purchase value, or, where applicable, fall within a range or up to the maximum number disclosed to you, and will be based on many factors determined by VLINKPAY.

Vpoint will appear as pending in your Rewards Activity, within 1-14 days of completing your qualifying purchase or incentivized activity, although this may vary based on the transaction and merchant. This will occur before we have verified that all items of your purchase are eligible for Vpoint or that you have completed all steps required for an incentivized activity. The Vpoint will remain pending for up to 90 days (although this varies based on the merchant and may be longer in some instances – including travel-related purchases, for which Vpoint will be available for redemption only after travel has been completed and Vpoint have been confirmed). Vpoint that are pending cannot be used or redeemed. You will be able to see in your Rewards dashboard when Vpoint are no longer pending and become available to redeem.

You will not earn Vpoint if you fail to complete all steps required for an incentivized activity. You will not earn Vpoint for any items that you return or for which you receive a full refund. If all or part of your purchase is ineligible for Vpoint, or if you return all or part of your purchase or receive a refund on it, the number of Vpoint you receive on your purchase, regardless of "pending" status, will be reduced accordingly based on the new subtotal of eligible items. For purposes of clarity and without limiting the foregoing, VLINKPAY may remove Vpoint previously made available to you and/or cancel any awards for which those Vpoint were redeemed if you return all or part of your underlying purchase or receive a refund on it (either through the merchant or via chargeback),

or if the Vpoint were issued as a result of fraudulent activity, or activity otherwise in violation of this Agreement. If you make a purchase that does not include eligible items, you will not earn any Vpoint on that transaction.

If you have questions or issues in connection with earning Vpoint for your transaction, please contact us at [support@vlinkpay.com](mailto:support@vlinkpay.com). We may require you to provide copies of your order confirmation, order number, or other proof of purchase. We may elect to provide you with Vpoint in our sole discretion based on the information you provide.

Vpoint cannot be purchased, are not your property, are not money, can expire as described in this Agreement, and have no value prior to redemption. Upon redemption, additional terms may apply. Vpoint are not transferrable under any circumstances (except where VLINKPAY expressly makes transfer or account linking functionality available within the Rewards Program and then subject to any additional terms or limitations set out by VLINKPAY) and can expire as further explained below. Without limiting the foregoing, Vpoint are not descendible and may not be transferred by operation of law (including via inheritance, bankruptcy, or in the event of divorce). You understand that benefits you receive through the redemption of Vpoint may qualify as reportable by VLINKPAY and taxable income to you under applicable law. You are solely responsible for any tax liability incurred in connection with your participation in the Cashback Rewards Program.

VLINKPAY reserves the right at any time to cancel, terminate, modify, or restrict Rewards Program (for some or all Members), or any aspect of the Rewards Program, including any available offers, Vpoint redemption ratios, redemption options, expiration terms, etc. VLINKPAY reserves the right to apply such changes retroactively to Vpoint already accrued. You understand that, in some cases, withdrawal or reversal of previously credited Vpoint may result in your having a negative Vpoint balance and you will be unable to redeem any subsequently earned Vpoint until you have returned to a positive Vpoint balance. You agree that VLINKPAY has the right to limit the quantity of Vpoint you may earn, refuse to provide

you Vpoint, or otherwise modify, restrict, or eliminate your ability to earn or redeem Vpoint in our sole discretion and without prior notice to you.

## ***Conversion Rates and Redemption Options***

### **1. Conversion Rates:**

- **VPOINT to USD:** 15 VPOINT = \$1 cash.
- **VPOINT Value for Transactions:** 1 VPOINT = \$1 for Redeem and purchasing products and services within the VLINKPAY ecosystem.

### **2. Redemption Options:**

- **Direct Purchases:** Members can use VPOINT directly at the rate of 1 VPOINT = \$1 for product or service available through VLINKPAY.
- **Cash Conversion:** Members can convert VPOINT to cash at a rate of 15 VPOINT = \$1. This cash can then be used for any purchase or withdrawn to a bank account.

## **Earning VMM TOKEN**

VMM Tokens are earned through various activities within the VLINKPAY MERCHANT. They serve as rewards for engaging with the platform, promoting Members interaction, and driving business growth.

### **Ways to Earn VMM Tokens**

#### **1. Purchasing and Using E-Gift Cards**

- Members earn VMM Tokens as cashback when they purchase and use e-gift cards through VLINKPAY MERCHANT. The cashback rate is typically set at a certain percentage of the e-gift card transaction amount.

#### **2. Rating and Reviewing**

- Members can earn VMM Tokens by providing ratings and reviews for businesses they interact with. This helps improve the quality of services and products offered on the platform.

## **Redemption or Cash**



VMM Token may be redeemed for cash. This redemption option requires you to have a valid personal VLINKPAY account that is active and in good standing and has your bank account or debit card linked to it. After you have elected to redeem VMM Token for cash, it can take up to 24 hours for the funds to be sent to your VLINKPAY account. After that, to cash out your funds, you can transfer them to the linked debit card or bank account. Or, if you have a VLINKPAY Balance account, you can hold it as balance for future use. This redemption option is subject to additional terms.

If you redeem your VMM token for cash and your VLINKPAY account has a negative balance, the cash received into your account from the VMM token redemption will be used to offset the negative balance.

Redeeming VMM token for cash may result in taxable income to you, and reportable by VLINKPAY. You are responsible for compliance with all applicable tax requirements. You may be asked to provide certain identifying information (like your Social Security Number or Taxpayer Identification Number) for tax purposes.

## **Redemption for Gift Cards and Voucher**

VMM used on VLINKPAY for check out all Gift card and gift Voucher may be redeemed through the third-party merchant. Selection of merchant. Product, Service, E-gift cards may vary based on availability. There may be a minimum VMM redemption threshold for e-gift cards that will be disclosed to you at the time of redemption. Use of a third-party merchant e-gift card at a selected merchant will be subject to such merchant's and/or the e-gift card issuer's own terms of service. All redemptions are final and cannot be reversed once initiated by you.

Redeeming VMM for e-gift cards may result in taxable income to you, and reportable by VLINKPAY. You are responsible for compliance with all applicable tax requirements. You may be asked to provide certain identifying information (like your Social Security Number or Taxpayer Identification Number) for tax purposes.



## Expiration & Loss of Rewards Vpoint; Termination of the Program

You can earn Vpoint by using your VLINKPAY account. Vpoint are subject to expiration but can be maintained as described below. To maintain Vpoint earned with your VLINKPAY account and prevent them from expiring, your VLINKPAY account (as applicable) must remain open and in good standing (i.e., not in violation of applicable terms or subject to any limitation or suspension) and be active.

Your VLINKPAY account will be considered active, and you can prevent the expiration of Vpoint earned with your VLINKPAY account, by:

1. Earning at least 10 Vpoint using your VLINKPAY account within each consecutive 365-day period (for example, from April 10<sup>th</sup> of this year to April 10<sup>th</sup> of next year); or
2. Completing at least 3 eligible VLINKPAY account transactions within the consecutive 365-day period. The following are considered eligible VLINKPAY account transactions:
  - (i) Completing a VLINKPAY Checkout transaction using your VLINKPAY account.
  - (ii) Using your VLINKPAY account to send or receive money using the Send Money feature.
  - (iii) Adding funds to your VLINKPAY Balance account or transferring funds from your VLINKPAY Balance account to a linked bank account or debit card.
  - (iv) Adding funds to a VLINKPAY account; or
  - (v) Making a purchase using your VLINKPAY.

If you fund your VLINKPAY Checkout transaction or Send Money transaction with your VLINKPAY Balance, it will be counted as a single eligible VLINKPAY account transaction.

If you fail to maintain Vpoint earned with your VLINKPAY account as described above, they will expire.

You have the option to link your VLINKPAY account. If you link your accounts, and if you have met the requirements for maintaining Vpoint earned with one of your linked accounts for a given period, any Vpoint earned with your other linked account will be maintained for the relevant period as well, even if you have not separately met the requirements for maintaining Vpoint in that account. Both linked accounts, however, must remain open and in good standing to prevent expiration of Vpoint. See the Account Linking section below for more information on linking your accounts.

If you fail to meet the above requirements for keeping your VLINKPAY account (as applicable) active, or if your account is closed or no longer in good standing, VLINKPAY has the right (to the maximum extent permitted by applicable law) to reset your Vpoint earned with that account to zero (0), in which case you will no longer be eligible to redeem any then-unredeemed Vpoint. To the maximum extent permitted by applicable law, you agree that any disputes about whether your Vpoint should expire will be resolved by VLINKPAY in its sole discretion, and you agree to abide by VLINKPAY's resolution of such dispute. If your VLINKPAY account is closed, any unredeemed Vpoint earned via the VLINKPAY Service will no longer be redeemable. If your account remains open, any unredeemed Vpoint earned via the Service will continue to be eligible for redemption for non-VLINKPAY redemption methods. If your VLINKPAY account are linked, and you close (but not your VLINKPAY account), all Vpoint earned on the VLINKPAY Service will continue to be eligible for redemption through the VLINKPAY Service.

VLINKPAY reserves the right to suspend or terminate, in its sole and absolute discretion, your participation in the VLINKPAY Rewards Program or your VLINKPAY account entirely if VLINKPAY suspects that you have abused any VLINKPAY Rewards Program benefits or privileges, have violated, or acted inconsistently with this Agreement or applicable law, or have acted in a manner harmful to our interests. Abuse or violations that may result in suspension or termination include (but are

not limited to): (i) using automated or fraudulent means (including artificially manufacturing transactions/spend) to earn Vpoint or otherwise participate in this program ; (ii) your failure to abide by the requirements of the Agreement; (iii) the attempted or actual purchase, sale, or transfer of any Vpoint; and (iv) making a misrepresentation to VLINKPAY in connection with your participation in the Rewards Program. You understand and agree that termination of your participation in the Rewards Program (or your VLINKPAY account) will result in the immediate forfeiture of all Vpoint and unused Rewards Program awards associated with that account.

VLINKPAY reserves the right to cancel, terminate, modify, or restrict the VLINKPAY Rewards Program (for some or all Members), or any or all Rewards Program benefits, including but not limited to any available offers, Vpoint redemption ratios, redemption options, and expiration terms at any time and for any reason. In the event VLINKPAY elects to terminate the Rewards Program entirely, we will provide a notice of termination on the VLINKPAY. Service, or by email to the email address then associated with your VLINKPAY account. Unless a shorter notice period (or no notice) is required by applicable law or by VLINKPAY as determined in its sole discretion, VLINKPAY will provide you with at least 21 days' notice prior to termination of the Rewards Program during which time you may continue to redeem accumulated Vpoint. Any conclusion to the Rewards Program that results in the transfer of participants to a successor loyalty program, where such participants do not forfeit all unexpired, unredeemed Vpoint in their account as a result, will not be considered a termination of the Rewards Program for purposes of this provision. In addition, this provision will not apply if VLINKPAY elects, in its sole discretion, upon termination of the Rewards Program, to automatically credit to each program participant's VLINKPAY account a pro rata credit amount equal to the redemption value of the participant's unredeemed Vpoint.

## **Amendments of this Agreement**

VLINKPAY may amend this Agreement or other terms or policies that govern your participation in the Cashback Rewards Program from time to time. Any changes to the Agreement will be posted on VLINKPAY's website, and the posted Agreement will indicate the date the Agreement was last revised. The revised Agreement will take effect when posted or as otherwise expressly indicated. If you do not agree to the changes, you must stop participating in the Rewards Program or using any benefits of the Rewards Program. By continuing to use the Rewards Program after any changes to this Agreement take effect or taking such other action as specified by VLINKPAY, you agree to be bound by those changes.

## **Assignment**

VLINKPAY may assign, without recourse, any or all its rights or obligations under this Agreement, including all or a portion of this Agreement and/or all or a portion of any liabilities related to Vpoint. If VLINKPAY assigns any or all the liabilities related to Vpoint, the assignee shall be the sole obligor with respect to such Vpoint, and VLINKPAY shall have no further liability with respect to such Vpoint.