

BUSINESS CASH REWARDS TERMS AND CONDITIONS

PLEASE READ THESE BUSINESS CASH REWARDS TERMS AND CONDITIONS ("TERMS") CAREFULLY AND RETAIN THEM. THESE TERMS GOVERN PARTICIPATION IN THE BUSINESS CASH REWARDS PROGRAM (THE "BUSINESS CASH REWARDS PROGRAM") OFFERED IN CONNECTION WITH THE PAYPAL BUSINESS CASHBACK MASTERCARD ACCOUNT. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU MAY NOT PARTICIPATE IN THE BUSINESS CASH REWARDS PROGRAM.

The Business Cash Rewards Program is void where and to the extent prohibited by law. These Terms will govern in any matter relating to the Business Cash Rewards Program.

"Primary" means the individual who applied for the account and the individual to whom we address the billing statements. "Business" means the corporation, limited liability company, partnership, or sole proprietor on whose behalf the Account is established for business and commercial purposes. "You" and "your" mean the Primary and the Business. Every individual other than the Primary to whom we issue a Business Card upon your request or who uses a Business Card with your consent is an "Authorized User." The words "we," "us" or "our" mean WebBank. The word "Business Card" means a PayPal Business Cashback Mastercard® credit card issued in connection with your Account. The "Account" means an open-end (revolving) credit card account established by WebBank for you. The term "PayPal" refers to PayPal, Inc., (including its affiliates), a payment service provider that businesses and merchants may use to make payments to and accept payments from third parties.

The Account will be automatically enrolled in the Business Cash Rewards Program when a Business Card is activated or the Account is used; provided, the Account will no longer be enrolled if the PayPal business or premier Account through which the Primary applied ("Linked PayPal Account") is closed or in such other disqualifying circumstances as described below. By activating a Business Card or using the Account, you acknowledge and agree to be bound by these Terms.

1. General. The Account may be eligible to receive rewards on net Purchases (defined below) made with the Account ("Business Cash Rewards").

a. How Business Cash Rewards are Earned. Automatically earn Business Cash Rewards on each Purchase:

- i. Earn 3% on Purchases you or Authorized Users make through a PayPal account with a Business Card (online or in-store).
- ii. Earn 2% on Purchases made everywhere else that Mastercard is accepted.

A "Purchase" is a charge for goods or services. The following transactions are **not** considered Purchases for purposes of the Business Cash Rewards Program and will not earn Business Cash Rewards: balance transfers, cash advances, cash-like items, fees, finance charges, unauthorized or fraudulent transactions, Send Money transactions, certain other charges, and fees of any kind. We reserve the right to determine whether a particular transaction is a qualifying transaction for purposes of what constitutes a Purchase for the Business Cash Rewards Program.

b. How Business Cash Rewards are Calculated. To calculate your Business Cash Rewards, we apply: 3% for each Purchase made through a PayPal account (online or in-store) or 2% for each Purchase made everywhere else using the Account. For Purchases for which there is a subsequent refund or credit and a negative amount posted to the Account, there will also be a reduction of the amount of Business Cash Rewards earned on such purchases applied, and we will reduce your Business Cash Rewards balance by such amount. You acknowledge that in the event your Business Cash Rewards balance is negative, we may use any subsequently earned Business Cash Rewards to offset such negative Business Cash Rewards balance. If the amount of Business Cash Rewards earned is insufficient to cure the Business Cash Rewards negative balance within a period of ninety (90) days, you agree to pay us the amount of the negative Business Cash Rewards balance. We will calculate Business Cash Rewards in dollars and cents and round all Business Cash Rewards up or down in our discretion to the nearest penny \$0.01. There is no annual cap on Business Cash Rewards earnings or redemptions.

c. Where to Find Your Business Cash Rewards Balance. We will calculate earned Business Cash Rewards after each eligible Purchase or transaction activity (including credits, returns, or adjustments) is posted to the Account. The Account's Business Cash Rewards balance is provided on your monthly billing statement and can be viewed by accessing the Account online.

d. Redemption of Business Cash Rewards. To redeem Business Cash Rewards, a redemption request must be made through the Account online. The redemption request must identify how the redeemed Business Cash Rewards should be received. The redeemed Business Cash Rewards may be received either (i) through a credit of the amount of the redeemed Business Cash Rewards to the balance in the Linked PayPal Account; or (ii) through the application of the amount of the redeemed Business Cash Rewards as a statement credit to the Account balance. If the Linked PayPal Account is suspended for any reason, Business Cash Rewards may not be redeemed as a credit to the Linked PayPal Account until the Linked PayPal Account is reinstated. Once Business Cash Rewards have been redeemed, it may take up to one (1) business day for your redeemed Business Cash Rewards to post to the Account or to the Linked PayPal Account. Once transferred to your Linked PayPal Account, the ability to use the funds from your Business Cash Rewards to make purchases with your PayPal balance will depend upon whether or not you verified the required identifying information for your Linked PayPal Account. If you have not verified the required identifying information for your Linked PayPal Account, you will only be able to transfer your redeemed Business Cash Rewards funds to your bank account or debit card linked through your Linked PayPal Account or use the funds to make payments to PayPal. Only the Primary, who is jointly and severally liable for the Account, will be able to redeem Business Cash Rewards.

Business Cash Rewards cannot be redeemed if (i) the amount of the redemption request does not exceed one dollar (\$1.00); (ii) the Account is past due two (2) or more payments; or (iii) the Account is not in good standing for any reason. All unredeemed Business Cash Rewards are non-transferrable. You are responsible for determining any tax liability arising from participation in the Business Cash Rewards Program. Consult with your tax advisor concerning any tax consequences.

2. **When Does My Ability to Earn Business Cash Rewards End?** You will not earn Business Cash Rewards if (i) the Account is expired or cancelled or closed, (ii) the Linked PayPal Account is closed; or (iii) the Account is suspended or terminated.
3. **How Long Do I Have to Redeem Business Cash Rewards?** There is no time limit by which earned Business Cash Rewards must be redeemed; however, Business Cash Rewards may be forfeited in accordance with these Terms as provided below. You must redeem any Business Cash Rewards prior to closing the Account.
4. **When Are My Business Cash Rewards Forfeited?** Business Cash Rewards will be forfeited if: (i) the Account goes into default and we charge off the Account; (ii) you or the Business file for bankruptcy or insolvency or such proceeding is initiated against you; (iii) the Account is closed for any reason; (iv) the Business Cash Rewards Program or your participation in the Business Cash Rewards Program is terminated; or (v) the Primary ceases to maintain an open Linked PayPal Account.
5. **Other Limitations.** We reserve the right to interpret Business Cash Rewards Program rules and policies, including these Terms, in our sole discretion and will be the final authority on the Business Cash Rewards Program. You acknowledge that the Business Cash Rewards Program is a promotional program for which no consideration has been paid, and Business Cash Rewards have no cash value. You may not transfer Business Cash Rewards in your Account to anyone else. Unless or until Business Cash Rewards are redeemed in accordance with these Terms, you have no right, title, or interest in the earned Business Cash Rewards. Nothing herein requires us to credit Business Cash Rewards to any account or Linked PayPal Account, if the Business Cash Rewards Program has been cancelled, terminated, suspended, or for any other reason in our sole discretion. The Business Cash Rewards Program, including these Terms, is subject to the Governing Law and Arbitration provisions of the agreement governing your Account. You consent and authorize WebBank to share information about you and the Account with third parties, and for those third parties to share information amongst each other, as necessary to administer and enforce the terms of the Business Cash Rewards Program, including Concerto Card Company and PayPal.
6. **Termination; Notice of Changes.** We may modify, restrict, cancel, suspend or terminate the Business Cash Rewards Program at any time without compensation or prior notice to you, except as required by law. We also reserve the right to suspend, cancel or terminate the Business' participation in the Business Cash Rewards Program at any time without compensation or notice to you, except as required by law. In the event the Business Cash Rewards Program, the Business' participation in the Business Cash Rewards Program, or the Account is terminated or cancelled by us, earned, but not redeemed Business Cash Rewards will be forfeited, except as required by law. All material changes to the Business Cash Rewards Program will be reflected in these Terms and will be effective immediately upon posting of the revised Terms to our website. You waive any right to receive specific notice of such changes, subject to applicable law.