

## **Avant Cash Back Rewards Card – Rewards Terms and Conditions**

### *1. General*

- a. This cash back rewards program (the “**Program**”) is provided by WebBank and serviced by Avant, LLC (Avant). When you see the words “we,” “us,” or “our” in this Program, it refers to Avant and WebBank. When you see the words “you”, “your,” or “Accountholder,” it refers to you or any other person who is also contractually liable under the Cardmember Agreement.
- b. Participation in the Program is restricted to United States Accountholders only, as defined in your Cardmember Agreement.
- c. Determination and payment of tax liability related to your cash back rewards (“**Rewards**”) are the sole responsibility of the Accountholder. To the extent required by law, certain Rewards transactions may be included in year-end tax reporting.
- d. This Program is void where prohibited by federal, state, or local law.
- e. The provisions of your Cardmember Agreement are incorporated herein by reference, including all capitalized terms.

### *2. Enrollment in Program/How to Earn Rewards*

- a. Your AvantCard Account (“**Account**”) will be automatically enrolled in the Program when the Account is opened.
- b. Rewards are earned only on purchase transactions from merchants that accept Mastercard minus returns or refunds, made with an AvantCard by you or an authorized user of the Account (“**Qualifying Transactions**”). We reserve the right to determine that certain types of purchase transactions do not qualify for Rewards.
- c. Rewards are not earned on the following transactions: pending transactions that occurred before or after the Program, cash advances, balance transfers, interest, fees, checks used to access your Account, annual charges, purchases of travelers checks, purchases or reloading of prepaid cards, or purchases of other cash equivalents.
- d. You will earn 2% cash back on each Qualifying Transaction made with your Account, as further described in these Terms and Conditions.
- e. 2% Rewards means you will earn 2% cash back for each \$1 spent on Qualifying Transactions each calendar year. Rewards are rounded up to the nearest cent. For example, if you spend \$100, you will earn \$2.00 in Cashback Rewards.
- f. You may begin to earn Rewards after we enroll your Account in this Program. Rewards will not be provided retroactively.
- g. Rewards will be earned only when a Qualifying Transaction is processed and posted to your Account, which may be after your transaction date. Rewards are not earned for pending transactions that have not posted to your Account. Rewards are earned based on the transaction date provided by the merchant. We do not determine the transaction date. Some merchants may provide a transaction date that may be different from the day the purchase was initiated.
- h. Rewards or rewards balances are modified to account for Qualifying Transactions that are disputed, reversed, returned, or otherwise adjusted. In the event that your Rewards balance becomes negative (for example, if a transaction which earned rewards is subsequently reversed), you will not be responsible for repaying the negative balance.

However, you will not earn Rewards on future transactions until the negative balance is satisfied.

- i.* We reserve the right to verify and adjust the Rewards balance at any time.
  - j.* Rewards are not earned on transactions determined to be fraudulent (for example, transactions resulting from lost or stolen cards). If we determine, in our sole discretion, that you have engaged in abuse, misuse, or gaming in any way, we may not award the Rewards for those transactions.
- 3. Redemption of Rewards**
  - a.* To earn or redeem Rewards, your Account must not be suspended, closed, revoked, restricted, delinquent, subject to a payment plan or debt management plan, or subject to a bankruptcy proceeding (collectively, in “**Good Standing**”), subject to applicable law.
  - b.* If your Account is in Good Standing, your Rewards will be automatically redeemed in the form of a statement credit and applied to the Account balance at the end of each billing cycle. All redemptions are final.
    - i.* Notwithstanding the foregoing, Rewards for customers residing in New York state will be redeemed as a statement credit within 90 days after the account has been suspended, closed, revoked or restricted.
  - c.* Your account credit will lower the Account balance but does not count toward your minimum monthly payment. Your minimum monthly payment will still be required.
  - d.* *At our sole discretion, for each Qualifying Transaction, we may round the amount of Rewards earned.*
  - e.* Rewards have no cash value until redeemed.
- 4. Rewards Forfeiture/Expiration**
  - a.* Account closure, charge-off, bankruptcy, or suspension of your Account by us will result in the forfeiture of any unredeemed Rewards, subject to applicable law.
  - b.* In the event an Account is delinquent or subject to a payment plan or debt management plan, any earned but not-yet-redeemed Rewards will not be forfeited if the customer brings the Account current.
  - c.* Rewards earned in the billing cycle in which you request your Account be closed will be forfeited in accordance with Section 4(a), subject to applicable law.
- 5. Transferring/Assignment of Rewards**
  - a.* Rewards are non-transferrable and not assignable, and are available only in connection with your current Account.
- 6. Termination of Program by Us or by You**
  - a.* We reserve the right to terminate this Program at any time, with or without notice, subject to applicable law.
  - b.* We reserve the right to disqualify any Accountholder from participation in this Program for any reason in our sole discretion, including in the event of fraud, abuse of Program privileges, violation of these Rewards Terms and Conditions, violation of the cardholder agreement, or violation of any other agreement in connection with your Account of the Program.
  - c.* In the event we receive notice of the Accountholder’s death, and there is no secondary Accountholder, we will apply any remaining Rewards balance as a credit to the Account at the end of the billing cycle within which notice was received. The Account must be in Good Standing to be eligible for the Account credit, subject to applicable law.

- d. We will terminate your participation in this Program if you terminate your Account with us.
7. *Changes to Program; No Waiver and Suspension*
- a. We reserve the right to determine the method to disburse your Rewards.
  - b. We reserve the right to delay or not enforce any of our rights under the Program without waiving or losing our right to enforce them later.
  - c. We reserve the right to modify or suspend the Program and any offers at any time, with or without notice, subject to applicable law.