

# CASH BACK REWARDS AGREEMENT

## Important information about the program and this agreement

This document describes how the Cash Back Rewards program works and is an agreement between you and Celtic Bank and represents the complete terms of the Cash Back Rewards program. Use of your account or any feature of this program indicates your acceptance of the terms of this agreement. You can find the most current Cash Back Rewards Agreement at [www.continentalfinance.net/Surge/rewards](http://www.continentalfinance.net/Surge/rewards)

In this document, the following words have special meanings:

- “agreement” means this document
- “program” means this Cash Back Rewards program
- “account” means your credit card account that is linked to this program
- “card” means any credit card or account number used to access your account
- “we,” “us,” and “our,” refer to Celtic Bank as the issuer of the card and Continental Finance as servicer.
- “you” and “your” mean the person responsible for the account
- “authorized user” means anyone you permit to use the account
- “rewards” are the rewards you calculate under the program.

## Notice of changes

- We may make changes to the program and the terms of this agreement at any time. For example, we may:
  - add new terms or delete terms
  - change how we calculate rewards
  - change how you use rewards
- We will give you 45 days’ notice of the following types of changes to the program or this agreement:
  - if we add or increase fees applicable to the program
  - if we change how we calculate or distribute rewards
  - if we limit the number of rewards we can calculate or distribute
  - if we cancel the program
- We will send this notice to you in writing, which, at our option, may be delivered to you electronically by email or through our online services such as [continentalfinance.net](http://continentalfinance.net).
- We will give you notice of other changes to the program or agreement by posting an updated copy of this agreement at our website, [www.continentalfinance.net/Surge/rewards](http://www.continentalfinance.net/Surge/rewards)

## How we calculate your rewards

- We will calculate rewards when you, or an authorized user, use a card to make Purchases or “Reward Transactions” less credits, returns, and adjustments made on or with the account. Buying products and services with your card, in most cases, will count as a purchase; however, the following types of transactions won’t count and won’t calculate rewards:
  - balance transfers
  - cash advances
  - travelers checks, foreign currency, money orders, wire transfers or similar cash-like transactions
  - lottery tickets, casino gaming chips, race track wagers or similar betting transactions
  - interest
  - unauthorized or fraudulent charges
  - fees of any kind, including an annual fee, if applicable
- Payments made on your account will not reduce the amount of the rewards calculated.
- We will calculate:
  - 1% Cash Back rewards for each \$1 spent. This equates to \$0.01 in Cash Back rewards for each \$1 spent. For example, if you spend \$100 in your billing cycle, we will calculate \$1 in Cash Back rewards. Your rewards will be rounded up to the nearest one cent (\$.01).

## Other information about the calculating and availability of rewards

- Rewards are calculated at the close of each monthly billing cycle, based on the purchases made during that billing cycle minus any credits, returns, and adjustments.
- You will see rewards we have calculated on your monthly card billing statement.
- Your rewards will be distributed automatically as a statement credit only on a monthly basis from the time your account was activated.
- There is no minimum redemption amount for rewards.
- There is no limit to the total rewards we will calculate and distribute as long as the program continues and your account is open and in good standing.
- **Statement credits will reduce your account balance, but cannot be applied toward any minimum payment requirement and are otherwise subject to the terms and conditions applicable to your account.**
- Your rewards will never expire but could be forfeited. See “How you could lose your rewards” below.
- Rewards calculated by the primary cardholder and any authorized user(s) will be added to the primary cardholder’s rewards balance.
- You have no property rights or other legal interest in rewards. Rewards have no cash value or value of any kind until they are fully redeemed.
- Rewards may not be sold, transferred or assigned.

## How you could lose your rewards

- Your rewards don’t expire as long as your account is open, however, you will lose all your rewards if:
  - you voluntarily close your account before your rewards are distributed; or
  - we close your account for any of the following reasons:
    - ✦ your account is otherwise in default under your Cardholder Agreement with us. (You fail to keep your account in good standing); or
    - ✦ you fail to comply with this or other agreements you have with Celtic Bank; or
    - ✦ you file for bankruptcy; or
    - ✦ you die or become incapacitated; or
    - ✦ you or any authorized user on the account, engage in fraudulent activity on this account; or
    - ✦ you or any authorized user on the account, engage in any illegal activity through the use of the program, or engage in activity that is deemed to be abusive or gaming conduct under the Program, as determined by us in our sole discretion.
  - If we decide to cancel the program, we will automatically distribute your calculated rewards.
  - We won’t reinstate rewards you lose, unless we have made an error.

## Other important information you should know

- If your rewards do not calculate properly due to an error in processing, we reserve the right to correct the amount of your rewards calculated.
- Rewards aren’t your property and have no cash value. You can’t transfer or move rewards unless expressly provided for in this agreement. Additionally, rewards can’t be transferred by operation of law, such as by inheritance, in bankruptcy or in connection with a divorce.
- Your participation in the program may result in the receipt of taxable income from Celtic Bank. You are responsible for any tax liability, including disclosure requirements, related to participating in the program. Please consult your tax advisor if you have any questions about your personal tax situation.
- We are not responsible for any disputes you may have with any authorized users on your account about the program.
- Celtic Bank and their respective affiliates, directors, officers, employees, agents or contractors make no representations or warranties, either express or implied, including, those of merchantability, fitness for intended use or a particular purpose and otherwise arising by law, custom, usage, trade practice, course of dealing or course of performance.
- By participating in the program and accepting and using rewards calculated through the program, you (on your behalf and on behalf of any person to whom you give the benefits from the program) release, discharge, and hold harmless Continental Finance and its respective parent companies, subsidiaries, affiliates, agents, administrators, employees, officers, directors, successors, and assignees from all claims, damages, or liability including, but not limited to, physical injury or death, arising out of participation in the program.
- The program is void where prohibited by federal, state, or local law.

- This agreement and use of the program will be governed by federal law, as well as the law of Utah, and will apply no matter where you live or use the program.
- We may enforce the terms of this agreement at any time. We may delay enforcement without losing our right to enforce this agreement at a later time. If any term of this agreement is found to be unenforceable, we may still enforce the other terms.

### **Communications**

- We may send communications about the program to you at any mailing or email address in our records or through our online services such as [continentalfinance.net](http://continentalfinance.net).
- When you give us your mobile phone number, we have your permission to contact you at that number about all your Celtic Bank accounts and this program.
- Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account and program service calls, but not for telemarketing or sales calls.
- It may include contact from companies working on our behalf to service your account and the program.
- Message and data rates may apply.
- You may contact us anytime to change these mobile preferences.
- Let us know right away about any changes to your contact information using the Cardholder Services address or call the phone number on the back of your card.

### **Telephone monitoring**

- You agree that Celtic Bank and its third party service providers may listen to and record telephone calls as part of providing program services.