

Imprint Rewards Program Terms and Conditions for the WeWoreWhat Visa® Card

These Imprint Rewards Program Terms and Conditions (“**Terms**”) describe the terms and conditions of the Imprint Rewards Program applicable to your WeWoreWhat-branded Imprint Card (“**WeWoreWhat Card**”). These Terms supplement and incorporate the Imprint Terms of Service, which includes your Cardholder Agreement. Please refer to the Terms of Service for capitalized terms not defined in these Terms, and for further details on using your WeWoreWhat Card.

The Imprint Rewards Program allows you to receive the rewards described in these Terms when you make eligible purchases with your WeWoreWhat Card, and to redeem those rewards as a statement credit on future purchases at WeWoreWhat’s stores, website and/or apps as well as other select brand partners described in the Imprint app (“**Redemption Partners**”). By requesting a WeWoreWhat Card or by using your WeWoreWhat Card to complete a Transaction, you agree to these Terms.

Receiving Rewards on Eligible Purchases

Under the Imprint Rewards Program, you can receive a reward based on a percentage of the purchase amount for eligible Transactions charged to your WeWoreWhat Card (“**Reward**”). We calculate your Reward by (1) taking the amount associated with an eligible Transaction, (2) reducing that amount by any Rewards that you previously received and that will be redeemed in connection with the Transaction (the “**Adjusted Amount**”), and (3) multiplying the Adjusted Amount by the applicable Reward percentage, rounded to the nearest cent. For example, if you currently have a \$20 Reward balance and then use your WeWoreWhat Card to make a \$100 purchase, we will calculate your Reward for that Transaction based on the Adjusted Amount of \$80.

In order to receive a Reward, you must use your WeWoreWhat Card as described in these Terms. You will not receive a Reward under these Terms if you use a different card, including a Card other than your WeWoreWhat Card, to make purchases with WeWoreWhat (or any other merchant). Your ability to receive rewards when using a Card other than your WeWoreWhat Card is subject to separate reward terms and conditions specific to that other Card.

Subject to the **Ineligible Transactions** section below, each Reward is based on a percentage associated with eligible Transactions made at certain merchants or in a certain merchant category, as described on the WeWoreWhat Card Program Details page within the Imprint app. For Transactions that receive a Reward at a rate higher than 1%, you will receive the higher Reward rate on the first \$25,000 of those Transactions. After you reach \$25,000, you will receive Rewards at a rate of 1% on all Transactions (regardless of merchant category or merchant) for the remainder of the calendar year.

For any rewards linked to a merchant reward category, merchants are identified by a merchant category code (“**MCC**”) assigned to them by the card networks, based on what they primarily

sell. We determine a Transaction's Reward eligibility based on the MCC associated with the Transaction. We do not control, and are not responsible for, what MCC gets associated with any Transaction. As a result, you may not receive a Reward if we receive inaccurate information from the merchant or card network, including an incorrect MCC, or are otherwise unable to identify the Transaction as eligible for a particular Reward percentage based on its associated MCC. For example, you may not receive a Reward from a particular merchant if (1) the merchant uses a third-party to sell its products or services and that third-party uses an MCC that is different from the merchant's own MCC; (2) the merchant uses a third-party to process or submit your Transaction (such as a mobile or wireless card reader) that assigns a different MCC to the Transaction; or (3) you choose to make a purchase using a third-party payment account or make a purchase using a mobile or digital wallet, which may assign its own unique MCC to the Transaction.

We will typically credit your Reward balance to reflect your new Reward the same day you complete the Transaction. Once added to your Reward balance, your new Reward will not be redeemable until after the Transaction settles, which is typically within 1 to 2 days of the Transaction. See **Redeeming Rewards** for further information.

Promotional Rewards

We may, from time to time, offer you other ways to receive promotional Rewards using your WeWoreWhat Card, as further described in the Imprint app or other communications to you. The receipt and redemption of such promotional Rewards are subject to these Terms, except as otherwise expressly stated in the Imprint app or other communication.

Ineligible Transactions

You will not receive a Reward for Transactions – including any made at any particular merchant or in any particular merchant category – that involve the following: balance transfers, cash advances, checks that access your Card Account, traveler's checks, foreign currency purchases, money orders, wire transfers (and similar cash-like transactions), lottery tickets and gaming chips (and similar betting transactions), loads or reloads of balances on gift cards or prepaid cards, cash or cash equivalents including cryptocurrency, other financial instruments, and person-to-person payments.

In addition to these ineligible Transactions, you will not be able to receive Rewards if any of the following occur (each a "**Default**"), until we determine that the circumstances that caused the Default are no longer present.

- Your Card Account is delinquent or otherwise not in good standing
- We suspect that you are engaged in any gaming, or any abusive or other suspicious behavior, with respect to your Imprint Card Account or the Imprint Rewards Program
- You have violated any provision of these Terms or the Imprint Terms of Service

Adjustments and Corrections

The Reward you initially receive for an eligible Transaction may be subject to further adjustment and correction, if, among other reasons:

- The Transaction is refunded (in whole or in part) due to a return or other reason, or the merchant has agreed to adjust the price you paid
- The Transaction is reversed due to a chargeback, whether for fraud or other reason
- The Reward was calculated based on the pre-authorized Transaction amount, but the final Transaction amount is different from the pre-authorized amount. This can occur when, for example, you pay for a hotel room or gas with your WeWoreWhat Card, and the hotel or gas merchant pre-authorizes your WeWoreWhat Card for a larger amount to make sure you can cover the full expense. This hold will typically be released as soon as you're charged for the actual Transaction amount (which may be less, but can be more) or the hold is removed by the merchant
- A calculation error or other mistake in crediting you with a Reward

Adjustments and corrections can occur up to 30 days after the Transaction, but can be later, depending on a merchant's return or refund policy, the time in which you may initiate a chargeback, and other reasons.

Because you are able to redeem a Reward within 1-2 days of a Transaction, and that Reward may be subject to a subsequent adjustment or correction, you may end up with a negative Rewards balance. If you have a negative Rewards balance, you authorize Imprint, at Imprint's discretion, to charge your Card Account for an amount equal to the negative Rewards balance in order to bring your Rewards balance to zero. The charge will be reflected on your next billing statement and will be due in full as part of your Card Account Balance.

Redeeming Rewards

You may only redeem Rewards that you received under these Terms using your WeWoreWhat Card, after enabling the Rewards redemption option in the Imprint app for your WeWoreWhat Card, in the form of a statement credit that is automatically applied to your Card Account the next time you complete a Transaction with your WeWoreWhat Card at a WeWoreWhat location or online property or any Redemption Partner location or online property - see the WeWoreWhat Card Program Details page within the Imprint app for the complete list of eligible WeWoreWhat and Redemption Partner locations (the "**Eligible Locations**"). You cannot redeem Rewards received under these Terms for Transactions made with another Card (even if you use that other Card at an Eligible Location), or at any store or website that is not an Eligible Location (even if you use your WeWoreWhat Card). You may not redeem rewards received with another Card under separate reward terms and conditions applicable to that Card, the next time you complete a Transaction at an Eligible Location (even if you use your WeWoreWhat Card).

If you enable the Rewards redemption option in the Imprint app for your WeWoreWhat Card and then complete a Transaction at an Eligible Location using your WeWoreWhatCard, you authorize Imprint to automatically apply your Rewards on your behalf to your Card Account, up

to the amount of the Transaction or your Reward balance (whichever is less). For example, if you currently have a \$20 Reward balance and then use your WeWoreWhat Card to make a \$100 purchase at an Eligible Location, your Card Account will be charged \$100 for the Transaction and then immediately credited with a \$20 statement credit, thus reducing your Card Account Balance to \$80 and your Reward balance to \$0 (assuming there was no other balance on your Card Account). If you currently have a \$20 Reward balance and then use your WeWoreWhat Card to make a \$10 purchase at an Eligible Location, your Card Account will be charged \$10 for the Transaction and then immediately credited with a \$10 statement credit, thus reducing your Card Account Balance to \$0 and your Reward balance to \$10. To redeem the remaining \$10 Reward, you must complete another Transaction at an Eligible Location using your WeWoreWhat Card.

In the event a Default occurs, you will not be able to redeem any Rewards, until we determine that the circumstances that caused the Default are no longer present.

Expiration of Rewards and Other Restrictions

Rewards do not expire unless we (1) terminate the Imprint Rewards Program, (2) you or we cancel your WeWoreWhat Card, or (3) you or we close your Card Account. If we terminate the Imprint Rewards Program, or if we cancel your WeWoreWhat Card or close your Card Account for any reason (other than for an “event of default” as described in your Cardholder Agreement), we will notify you and you’ll have 30 days to redeem your remaining Rewards by making one or more purchases at an Eligible Location using your WeWoreWhat Card within that 30-day period before canceling the Imprint Rewards Program, canceling your WeWoreWhat Card or closing your Card Account. After the 30-day period ends, any remaining Rewards will expire.

If you cancel your WeWoreWhat Card or close your Card Account for any reason, or we cancel your WeWoreWhat Card or close your Card Account due to an event of default, your Rewards will immediately expire.

You may not assign, transfer or pledge your Rewards. You have no property rights or other legal interest in your Rewards. Rewards are not redeemable for cash.

Errors and Disputes

If you believe an error has occurred and you are eligible for a Reward that you haven’t received or you were given an incorrect Reward, please contact us by email at support@imprint.co or by phone at (888) 410-3664. We may ask you to submit documentation related to the Transaction associated with the Reward in order to service your request.

Changes to the Program

We reserve the right, at any time and at our sole discretion, to make any changes to or discontinue the Imprint Rewards Program, including by eliminating or altering any Reward percentages, eligible Transaction categories, redemption options, and any other aspect of the Imprint Rewards Program or these Terms. If any changes are made, we will notify you of such

changes by such means as we deem appropriate, which may include posting an updated version of these Terms to the Imprint app, and as otherwise required by law, at which time such updated Terms shall immediately become effective.