

## **Home Credit Rewards Program Terms and Conditions**

(Effective June 15, 2018)

These Home Credit Rewards Program Terms and Conditions describes how the Home Credit US, LLC (“Home Credit”) Rewards Program works and is an agreement between you and Home Credit. Use of your Account or any feature of the Home Credit Rewards Program (the “Program”) indicates your acceptance of these Home Credit Rewards Program Terms and Conditions (this “Agreement”). Please read this Agreement carefully and save it for future reference. We may refer to this Agreement as the “Rewards Program Terms and Conditions” in communications about the Program and in supplemental terms, conditions, disclosures, and agreements. Terms defined in this Agreement in the singular are to have a corresponding meaning when used in the plural, and terms defined in this Agreement in the plural are to have a corresponding meaning when used in the singular.

### **CHANGES TO THIS AGREEMENT**

We may make changes to the Program and the terms and conditions of this Agreement at any time for any reason. For example, we may:

- add new terms or delete terms;
- change how you earn reward points;
- change how you use reward points; or
- change what you can get with your reward points.

We may supplement this Agreement with additional terms, conditions, disclosures, and agreements that will be considered part of this Agreement. Updates to the Agreement may be found at <http://www.homecreditus.com/rewards>.

We will give you at least 30 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 you earn reward points;
- if we limit the number of reward points you can earn; or
- if we cancel the Program.

We will send this notice to you in writing, which, at our discretion, may be delivered to you electronically by email, through our online services, such as <http://www.homecreditus.com>, or our mobile application. We will give you notice of other changes to the Program or this Agreement by posting an updated copy of this Agreement at our website, <http://www.homecreditus.com/rewards>. We will not provide notice when we change what you can get with your reward points. You understand and agree that we can make these changes at our discretion.

### **DEFINITIONS**

As used in this Agreement:

**“Account”** means your credit card account with an assigned account number that is linked to the Program.

**“Authorized User”** means any person you allow to use your Account. If you ask us to issue a Card to another person, they are an Authorized User. In addition, if you give your Card or Account number to another person, they are an Authorized User.

**“Card”** means one or more credit cards or other access devices with an assigned account number issued to you to obtain credit and access your Account under this Agreement.

**“Double Point Purchase”** means, for the purposes of the Program, the use of your Card to make Purchases from specified merchants and/or merchant categories that qualify for a higher reward point earn rate than a standard Purchase.

**“Purchase”** means, for the purposes of this Program, the use of your Card or other access devices to buy or lease products or services. For the purposes of this Program, Purchases will not include: 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; any checks that access your Account; overdraft advances; interest, unauthorized or fraudulent charges; or fees of any kind, including an annual fee, if applicable.

**“Statement”** means the periodic statement reflecting Purchases and other transactions made on your Account.

**“Triple Point Purchase”** means, for the purposes of the Program, the use of your Card to make Purchases from specified merchants and/or merchant categories that qualify for a higher reward point earn rate than a standard Purchase.

**“we,” “us,” and “our,”** mean The Bank of Missouri (“TBOM”), the issuer of the Card covered by this Agreement; Home Credit as servicer; and their respective successors and assigns.

**“you” and “your”** means any applicant for the Account covered by this Agreement, and any other person who is liable for any of your obligations under this Agreement.

## **PROGRAM OVERVIEW**

**How You Can Earn Points:** You will earn points when you, or an Authorized User, use your Card to make Purchases, minus returns, refunds or adjustments that are not payments. You will earn 1 point for every \$1 spent on Purchases, 2 points for every \$1 spent on Double Point Purchases, a 3 points for every \$1 spent on Triple Point Purchases.

Merchants and/or merchant categories that qualify as a Double Point Purchase or Triple Point Purchase will change at the discretion of Home Credit. Merchants who accept Visa credit cards are assigned a merchant code, which is determined by the merchant or its credit card processor in accordance with Visa procedures based on the kinds of products and services primarily sold by the merchant. We group similar merchant codes into categories for purposes of making reward points offers to you. Please note that we make every effort to include all relevant merchant codes in our reward categories. However, even though a merchant or some of the items that it sells may appear to fit within a reward points category, the merchant may not have a merchant code in that category. When this occurs, Purchases with that merchant may not qualify for reward points offers on Purchases in that category. A list of current participating merchants and/or merchant categories is available on <http://www.homecredit.com/rewards> and on our mobile application.

Points are earned on a per transaction basis. We determine your rewards points each night by calculating the earned points for each Purchase made during the previous day, based on Purchase type, then subtract any credits or returns, and finally round the resulting total to nearest whole point.

We may offer you ways to earn bonus reward points through the Program. You will find out more about the number of bonus reward points you can earn and any other terms at the time of the offer. The additional terms will be part of and incorporated into this Agreement by reference.

**How You Can Redeem Your Points:** Under the Program, you may redeem points towards prior qualifying Purchases via your mobile device within 30 days from the date the Purchase posts to the account. A list of merchants from whom qualifying Purchases can be made will be available on <http://www.homecredit.com/rewards> and on our mobile application. The redemption of points is shown as a credit on your Statement and reduces the outstanding balance. The redeemed reward points will be deducted from your total reward points balance and an accompanying credit for the Purchase amount will be applied to your Account balance and shown on your Statement. If you return

the item or service for which you redeemed reward points to the merchant, the reward points will not be reinstated, but you will receive a credit to your Account. For Purchases that include a gratuity, fee, or estimated taxes, the credit to your Statement may not equal the final Purchase amount. The credit to your Statement for a Program redemption will reduce the Account balance, but will not count toward the minimum payment due. All reward points redemptions are final. Program minimums may be required. Please see <http://homecreditus.com/rewards> for more details.

**Other Information About the Earning and Availability of Reward Points:** Reward points are earned at the time a Purchase is posted to your Account, which may be several business days after the Purchase is made. Bonus reward points may take up to one billing cycle to post to your Account. Points associated with returns or refunds will be deducted from your total reward points balance at the time that the return or refund is posted to your Account. If you have more points deducted in connection with returns or refunds than reward points earned from Purchases or bonuses, then your reward point balance may result in a negative reward point balance. If this happens, any points you receive thereafter will be applied first to the negative reward point balance, and you will not have points available for redemption until your reward point balance becomes positive.

You will see reward points you have earned and redeemed displayed on our website, on your Statement, and on our mobile application. Reward points earned are generally available to be used once they have posted to your reward points balance.

**Why You Could Be Prohibited From Earning or Using Reward Points:** We may temporarily stop you from earning reward points or redeeming reward points you have already earned:

- if you do not pay at least the minimum payment amount due on your Account by the due date;
- if we suspect that you have engaged in fraudulent activity related to your Account or the Program;
- if we suspect that you have misused the Program in any way, for example by buying or selling reward points;
- if you move or transfer reward points to an ineligible third party or Account; or
- if you repeatedly open or otherwise maintain credit card accounts for the purpose of generating rewards.

You can resume earning and using points again:

- in the next billing cycle after your Account becomes current; or
- when we no longer suspect fraud or misuse of the Account or Program.

**How You Could Lose Your Points:** Your reward points do not expire as long as your Account is open and in good standing. However, you may lose all of your reward points, at our sole discretion, if your Account status changes or if your Account is closed for any of the following reasons:

- your Account becomes 90 days or more past due;
- you fail to comply with this Agreement or other agreements you have with Home Credit or TBOM;
- we believe you may be unwilling or unable to pay your debts on time;
- you file for bankruptcy; or
- we believe that you have engaged in fraudulent activity related to your Account or the Program.

You may also lose all of your reward points, at our sole discretion, if we believe that you have misused the Program in any way, including, but not limited to:

- by buying or selling reward points;
- by moving or transferring reward points to an ineligible third party or account; or
- by repeatedly opening or otherwise maintaining credit card accounts for the purpose of generating rewards.

If your Account is closed for any other reason, your reward points will be forfeited at the time of closure. If you do not use your reward points prior to closure, you will lose them. If we decide to cancel the Program, you will have at least 30 days from the date we cancel the Program to use your reward points that are eligible for redemption, as long as you do not lose them for any of the reasons described in this Agreement. If you do not use your reward points during the 30 days prior to cancelling the Program, you will lose them. If we are notified of your death, your Account will be closed and reward points may no longer be redeemable. We will not reinstate reward points you lose, unless we have made an error.

## **COMMUNICATION**

We may send communications about the Program to you at any mailing or email address in our records or through our online services or the mobile application. You agree that when you give us your phone number, you are also giving us your permission to contact you at that phone number about all of your Home Credit Accounts and this Program.

Your consent for us to contact you at that phone number allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational, Account and Program service calls, but not for telemarketing or sales calls. This consent applies to each such phone number that you provide to us now or in the future and permits such calls for non-marketing purposes. It may include contact from companies working on our behalf to service your Account and the Program.

There is no fee charged to you by Home Credit to receive text messages related to the Program. Message and data rates may apply – this can be checked with your mobile service provider. You may contact us anytime to change your mobile preferences.

Data obtained from you in connection with the Program may include your mobile phone number, your mobile service provider's name and the date, time and content of your text messages. We may use this information to contact you and to provide the services you request from us.

Program messages sent via text message may not be delivered if the mobile phone is not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of the mobile service provider may interfere with text message delivery, including terrain, proximity to buildings, foliage, weather and your mobile device. We do not guarantee that Program text messages will be delivered and will not be liable for delayed or undelivered text messages.

You agree that Home Credit and its third party service providers may listen to and record telephone calls between you and us as part of providing Program services.

## **OTHER IMPORTANT INFORMATION**

If you share your Account log in information and/or password with Authorized Users, those Authorized Users will have access to your reward points and may be able to redeem the reward points without your permission. Home Credit is not liable for any loss due to redemption of points by an Authorized User or anyone using your Account or an Authorized User's Account

Reward points are not your property and have no cash value. You may not transfer or move reward points unless expressly provided for in this Agreement. Additionally, reward points may not 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 Home Credit and we may be required to send to you, and file with the IRS, a Form 1099-MISC (miscellaneous income). 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 may assign our rights and obligations under this Agreement to a third party, who will then be entitled to any of our rights that we assign to them.

We are not responsible for any disputes you may have with any authorized users on your Account about the Program. TBOM, Home Credit and their respective third party service providers and their respective affiliates, directors, officers, employees, agents or contractors make no representations or warranties regarding the Program, 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. You release TBOM, Home Credit, their respective third party service providers, and their respective affiliates, directors, officers, employees, agents and contractors from all liability for all activity in connection with the Program, including but not limited to, use of the Program, and any redemption for or purchase of products or services through the Program.

You agree to indemnify and hold TBOM, Home Credit and their respective third party service providers and all of their respective affiliates, directors, officers, employees, agents and contractors harmless from and against any loss, damage, liability, cost, or expense of any kind (including attorneys' fees) arising from your or an authorized users use of the Program, any fraud or misuse of the Program, violation of this Agreement and/or violation of any applicable law or the rights of any third party.

All participating merchants and third party service provider names, logos, and marks are used with permission and are the property of their respective owners. Participating merchants and third party service providers are subject to change without notice.

Participating merchants and third party service providers are responsible for the quality and performance of any products or services they provide. Home Credit is not responsible for any aspects of the products and services provided by participating merchants or third party service providers.

The Program is void where prohibited by federal, state, or local law.

This Agreement and use of the Program is governed by federal law, as well as the law of Missouri, 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.

For information on data collection and use, please read our Privacy Policy at <http://www.homecreditus.com/disclosures>.