



Fruitful Card Rewards Program Terms and Conditions

Effective as of 11/19/2024

General Description

Fruitful Card Rewards is a rewards program (the "Program") offered by Fruitful Financial, LLC and its designated affiliates (collectively "Fruitful"). The Program enables eligible Fruitful customers to earn cash back on certain qualifying purchases made using a physical or virtual Fruitful Card Mastercard[®] issued by Emigrant Bank, pursuant to license by Mastercard International Incorporated.

As a customer of Fruitful Financial, LLC, you are eligible to participate in the Program, subject to these terms and conditions (the "Program Terms"). This Program is not offered or administered by Emigrant Bank. By participating in the Program, you are accepting and agreeing to these Program Terms. These Program Terms form an agreement between you and Fruitful with respect to the Program.

Eligibility

To participate in this Program, you must have a Fruitful Membership (i.e. Joint Membership, Solo Membership) that is open and in good standing. You must also have an open Fruitful Cash Account that is in good standing in order to make qualifying charge card purchases with your Fruitful Card. Please refer to the [Fruitful Cash Deposit Account Agreement](#) and the [Fruitful Secured Charge Card Agreement](#) for more information about the Fruitful Cash Account and Fruitful Card.

For the avoidance of doubt: in the event you only complete the designated registration process to receive the Financial Guidance Service from Fruitful, or you do not otherwise complete the designated registration process required for opening both a Fruitful Cash Account and Fruitful Card account in accordance with the above, you will not be eligible to participate in this Program.

Earning Fruitful Rewards:

Qualifying Purchases

Fruitful Rewards may only be earned on purchases that are point-of-sale purchases and online purchases made with your Fruitful Card (whether physical card or virtual card) that have posted as a card transaction on your transactions list in the app or web portal or on your Fruitful Card statement (each a "Qualifying Purchase"), subject to certain exclusions as described below.

The following transactions are not Qualifying Purchases and thus are ineligible for Fruitful Rewards: (1) transactions conducted at an ATM, cash teller withdrawals, and cash withdrawals at point-of-sale, (2) the purchase of money orders or other cash-equivalents (cash-equivalents include, but are not limited to: third-party gift cards or gift certificates, prepaid cards, coupons, currency, virtual currency, coins, paper money, negotiable items not yet deposited, U.S. treasury bills and commercial paper), and (3) transactions conducted through peer-to-peer ("P2P") payment services and third-party payment accounts (including but not limited to services such as Venmo[®], Square, Inc.'s CashApp[®], Apple Cash, Western Union, and PayPal[®] and other similar services) where the funding source is a Fruitful Cash Account or a Fruitful Card. In addition, transactions deemed by Fruitful, in its sole discretion, to be manufactured spend will not be eligible for Fruitful Rewards. Fruitful Card purchases that have been authorized but do not post to your Fruitful Cash Account are also not eligible for Fruitful Rewards.



We reserve the right to determine in our sole discretion whether a particular transaction is a Qualifying Purchase. Fruitful may withhold or recover any reward if Fruitful determines that such reward was obtained under wrongful or fraudulent circumstances, that inaccurate or incomplete information was provided when opening either of your accounts, or that any terms of our Investment Advisory Agreement, Fruitful Terms of Service, or these Program Terms have been violated. You may view those documents at <https://www.fruitful.com/legal>. We also reserve the right to reverse the credit of any Fruitful Reward in the event the Qualifying Purchase giving rise to the reward is the subject of a return, credit, chargeback, or similar rescinded transaction.

Amount of Fruitful Rewards

For eligible members that have elected not to set up a qualifying direct deposit, you will earn the following Fruitful Rewards under this Program:

- Unlimited 1.0% cash back on all purchases made with your Fruitful Card per month.

For eligible members that have elected to set up qualifying direct deposit totaling \$2,000.00 or more across all Fruitful Card accounts in the previous month, you will earn the following Fruitful Rewards under this Program:

- Unlimited 2.0% cash back on all purchases made with your Fruitful Card per month. A qualifying deposit must be from your employer, payroll provider, gig economy payer, or benefits payer by Automated Clearing House (ACH) deposit OR Original Credit Transaction (OCT). Bank ACH transfers, verification or trial deposits from financial institutions, peer to peer transfers from services such as PayPal, Cash App, or Venmo, one-time direct deposits, such as tax refunds and other similar transactions, and any deposit which Fruitful deems to not be a qualifying direct deposit are not qualifying direct deposits.

Fruitful may, in its sole discretion, from time to time, choose to reward a larger Fruitful Reward for certain Qualifying Purchases. Additionally, Fruitful may, in its sole discretion, and from time to time, implement multiple versions of this Program or offer certain promotions directly to eligible participants for Qualifying Purchases made at selected merchants that may reward a Fruitful Reward different from the Fruitful Rewards hereunder. Fruitful may send these offers directly to eligible participants or via the Fruitful Platform. Any such version or promotion offered to you may be different from the version or promotion offered to another eligible participant. Supplemental terms and conditions will govern any such version or promotion.

Fulfillment of Fruitful Rewards

Fruitful Rewards are earned on a purchase only when the transaction has successfully posted to your account, which may be after the purchase date. Fruitful Rewards are calculated per purchase, accumulated daily, and automatically posted to the associated Fruitful Cash deposit account by no later than the last day of the month following the month in which the Fruitful Rewards were accrued.

Crediting of Fruitful Rewards to your Fruitful Cash Account:

To deliver Fruitful Rewards to your Fruitful Cash Account, Fruitful will convert the accumulated monetary amount of your Fruitful Reward into U.S. legal tender and direct Fruitful Financial, LLC to deposit the funds into the Fruitful Cash deposit account associated with your Fruitful Card by no later than the last



day of the month following the month in which your rewards were accrued.

Expiration:

Your Fruitful Rewards do not expire. In the event of account closure, please see the "Termination" section below for more information on how rewards will be applied.

Termination and Forfeiture:

If your Fruitful Card account is closed voluntarily, all accrued rewards as of date of closure will be deposited to the associated Fruitful Deposit account within 5 Business Days of the account closure. If that is not possible, the accrued cash back rewards will be issued as a check and mailed to the address on file within 10 Business Days of the account closure.

If either your Fruitful Cash Account or Fruitful Card account(s) is closed involuntarily by either Fruitful or the Bank, or is not in good standing for any reason at any such time, any outstanding accrued Fruitful Rewards will be forfeited. You will not be entitled to any compensation from Fruitful or any other source if your Fruitful Rewards are forfeited for any reason. In addition, you will not earn any Fruitful Rewards for any Qualifying Purchases that have not been posted to your Fruitful Cash Account prior to the end of the Program.

Changes to Program:

Fruitful reserves the right to amend, modify, or cancel the Program or these Program Terms at any time, for any reason, upon prior notice to you. Pursuant to the Fruitful E-Sign Agreement you executed, you acknowledge that the usual way Fruitful will provide you notices of amendments to or cancellation of this Program, is by posting such notices on the "Legal" section of www.fruitful.com (the "Website") or on the Fruitful mobile applications (together with the Website, the "Platform"), and, to the extent required by applicable law or if Fruitful decides in its sole discretion, Fruitful will provide you with notice directing you to the Platform through emails linking to the Website, other emails, in-app messages, text messages, traditional mail, or by other means. Notwithstanding anything herein, we do not have to provide you with prior notice of any amendments to the Program that are beneficial to you. You agree that, by continuing to participate in the Program after Fruitful posts a new version of the Program Terms, you will be deemed to have agreed to and accepted the revised Program Terms and all Qualifying Purchases that post to your Fruitful Cash Account following the effective dates of any such amendment shall be subject to all terms and conditions of this Program as so amended.

Other Information:

All Fruitful Rewards earned hereunder through use of the Fruitful Card will be fulfilled by Fruitful Financial, LLC.

Fruitful Financial, LLC has entered into a business relationship with Emigrant Bank, in order for the banking and credit card services to be made available to customers of Fruitful Financial, LLC and its affiliates. Fruitful Financial, LLC is not a bank or depository institution licensed in any jurisdiction. This Program is available to U.S residents only. The value of any Fruitful Rewards received by you pursuant to these Program Terms may be taxable income to you. You are responsible for any federal or state taxes resulting from the receipt of any rewards and should consult your tax advisor if you have questions about the tax treatment of any rewards.



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If, for any reason, this Program is not capable of running as planned, whether due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Fruitful which corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Program, Fruitful reserves the right in its sole discretion, to disqualify any individual who tampers with this Program, and to cancel, terminate, modify or suspend this Program. In the event of termination, Fruitful may, in its sole discretion, award Fruitful Rewards to those who have satisfied the eligibility criteria set forth herein up until the time of termination.