

FinFit Rewards: Terms and Conditions of Participation

Effective Date: September 12, 2019

PLEASE READ THESE TERMS AND CONDITIONS OF PARTICIPATION IN THE FINFIT REWARDS PROGRAM CAREFULLY. BY PARTICIPATING IN THE FINFIT REWARDS PROGRAM, YOU AGREE TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU ARE NOT ELIGIBLE TO PARTICIPATE IN THIS PROGRAM.

1. Eligibility and Program Overview

1.1. Any registered member of the FinFit comprehensive financial wellness benefit may participate in the FinFit Rewards Program (the “Program”), provided that the registered member is a US resident age 18 or older. You may become a registered member if you are employed by an employer which provides its employees with access to the FinFit financial wellness platform as a voluntary employee benefit. In order to become a registered member, an eligible employee must create an account at FinFit.com. There is no cost or fee to become a registered member.

1.2. The Program is offered at the sole discretion of FinFit Ops, LLC d/b/a FinFit (“FinFit,” “we,” “our” or “us”). The Program is available to individuals for their personal use only and is limited to one account per individual. Corporations, associations or other groups may not participate in the Program. The Program may not be used for any business or commercial purpose and we may refuse to allow participation in the Program at any time and for any reason. Employees of FinFit are not eligible for any rewards offered under the Program.

1.3. By participating in the Program, you (individually and collectively, “you,” “your,” or “Member”), agree that you have read, understood and agree to be bound by these Program Terms and Conditions of Participation (“Program Terms”) and by any changes or modifications we may make. These Program Terms do not alter in any way the terms or conditions of any other agreement you may have with us, including any agreement for products or services. By enrolling in the Program, you also agree to be bound by our website Privacy Policy and our website Terms and Conditions, which are incorporated herein by reference. If you do not agree to these Program Terms, our website Privacy Policy, and our website Terms and Conditions, you cannot participate in the Program. The Program is void where prohibited by law.

2. Program Enrollment

You must be employed by an employer which offers the FinFit financial wellness platform to its employees as a voluntary employee benefit, and you must create an account by visiting FinFit.com and following instructions to activate your account. You may then enroll in the Program by opting

in when prompted or by any other means offered by FinFit in its sole discretion, including automatic enrollment. You must provide a current and valid email address and cell phone number in order to participate. Only one Program account may be associated with a single member and a single email address.

3. How the Program Works

3.1. The Program is a way in which we encourage, reward and thank our members for completing certain activities within the FinFit financial wellness platform. You are able to earn points and become eligible for cash and/or other rewards as determined by FinFit as you complete designated activities. As of September 12, 2019, the following activities can earn you points subject to the applicable limits:

- Refer a co-worker – a co-worker establishes a new FinFit account and lists you as having referred them: 25 points (limit of ten, so maximum points that can be earned is 250. FinFit has the right to verify each referral and may refuse to credit points or cancel points if FinFit determines that the referral is not a living and verifiable co-worker with accurate and complete information including a valid email address at the place of employment of the member making the referral)
- Link your MoneyView Account – 10 points (limit of ten, so maximum points that can be earned is 100)
- MoneyView activated – 10 points (limit of one, so maximum points that can be earned is 10)
- Personal Details Complete – 10 points (limit of one, so maximum points that can be earned is 10)
- Employment Details Complete – 10 points (limit of one, so maximum points that can be earned is 10)
- Bank Details Complete – 10 points (limit of one, so maximum points that can be earned is 10)
- Email verified – 10 points (limit of one, so maximum points that can be earned is 10)
- Opt-in operational texts – 10 points (limit of one, so maximum points that can be earned is 10)
- Opt-in promotional/marketing texts – 10 points (limit of one, so maximum points that can be earned is 10)
- Assessment Complete – 10 points (limit of one every six months, so maximum points that can be earned is 20 in a one-year period)
- Financial Course Complete – 10 points (limit of ten, so maximum points that can be earned is 100)
- FinFit Visa® Prepaid Card Activation – 10 points (limit of one, so maximum points that can be earned is 10)

- Participate in FinFit weekly trivia – 5 points (limit of five every calendar year, so maximum points that be earned is 25 in a one-year period)

The eligible activities and points available may change from time to time and may be offered on a limited basis. Any change to the eligible activities may be made at any time and without notice in the sole discretion of FinFit. Opportunities to earn points will be communicated through your FinFit account, and may be published through other media (e.g., texts, in marketing communications, social media, etc.). The number of points, if any, awarded for any activity is determined by FinFit in its sole discretion and in all cases subject to a maximum number of points that can be earned.

3.2. Points are valid as long as your account is active. Your account will be determined inactive following 6 months without earning any points, at which time your points reset to zero and you start accumulating new points and unlocking new point rewards.

4. Program Benefits and Rewards

4.1. As a member, you earn points that can be redeemed for rewards. Each ten points are worth a reward of \$1.00. To redeem rewards, you must have accumulated 100 points, which is the minimum number of points established by us for redemption. You will find your eligible offers and rewards listed in your personal account. Qualifying members will receive email invitations when rewards are available if they have not opted-out of receiving Program emails and/or texts. A cash reward will only be provided through an Amazon© Gift Card or a FinFit Visa® Prepaid Card. Cash rewards will not be provided in any other manner, and if you are unable to utilize one of these funding methods, then you will not be able to complete the redemption and your points are subject to cancellation.

4.2. Neither accounts nor Program rewards, benefits and/or points may be transferred, shared or combined. Only the member may accumulate rewards, benefits and/or points. We reserve the right to monitor the number of accounts per household and refuse, merge or close additional or duplicate accounts at any time. Your account information (including security details) are confidential and should not be shared with any other person.

4.3. Rewards, benefits and/or points earned through the Program have no cash value, are non-transferable, and you have no property rights in or to rewards or other Program benefits. Points credited to your Program account will be decreased or reversed, as applicable, if the credit is obtained through fraudulent or other activity that violates these Program Terms. The sale, barter, transfer, or assignment of any rewards, benefits, or points offered through the Program, other than by us, is expressly prohibited.

4.4. We are not responsible for rewards, benefits and/or points lost or redeemed due to fraudulent activity by you or any third party.

4.5. We reserve the right to change Program benefits, how you earn points and how we evaluate and reward your activities and/or any other aspect of the Program at any time without prior notice. We reserve the right to place limits on the activities that are eligible for the Program and/or the number or types of rewards or benefits you may receive or earn at any given point level, in a given time period or for the duration of the Program, and/or any combination thereof.

5. Marketing Communications

5.1. By enrolling in the Program, you will automatically receive Program-related emails, including Program marketing emails and information about your FinFit Rewards account, rewards and benefits. We may also give you the option to opt-in to receive other marketing communications from FinFit.

5.2. You may opt-out of receiving FinFit marketing emails at any time by following the instructions provided in the email or as otherwise provided in the FinFit Privacy Policy, but operational emails will still be sent to you as they relate to your membership in the Program. Examples of these include, but are not limited to, a redemption confirmation email, a new points acquisition email, a profile update email, or other communications that relate to your account. If you terminate your Program membership, you will no longer receive Program-related communications. If you opt-out of Program-related marketing emails, you will no longer receive emails regarding the Program rewards or benefits that may be available to you.

6. Termination and Modification

6.1. The Program and its benefits are offered at our sole discretion. FinFit may, in our discretion, cancel, modify, restrict or terminate these Program Terms, and/or the Program or any aspect or feature of the Program at any time without prior notice, even though such changes may affect the value of rewards or benefits already accumulated or earned and/or the ability to redeem accumulated rewards or benefits.

6.2. We reserve the right to exclude you from or to discontinue your participation in the Program and to audit your membership account at any time, in our sole discretion. To keep your account active, you must log in to your Program account and complete an activity every 6 months. Any suspected abuse of the Program, failure to follow any Program Terms, membership inactivity for more than 24 months, illegal activity, fraud, misrepresentation or other conduct inconsistent with these Program Terms and/or detrimental to us or our interests, including without limitation, any suspected illegal, fraudulent other unauthorized use of any Program rewards, points, and/or credits

may result in the revocation of your FinFit Rewards Program account and make you ineligible for further participation in the Program. If your membership is revoked, any rewards or benefits in your account will automatically expire and your access to the Program and features will automatically terminate. If we suspect illegal activity, fraud, misrepresentation, abuse or violation of these Program Terms, we also have the right to take appropriate legal action, in our sole discretion.

7. Disclaimer of Warranties; Limitation of Liability

7.1. YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER FINFIT NOR OUR PARENTS, SUBSIDIARIES, AFFILIATES, PARTNERS, OR LICENSORS WILL BE RESPONSIBLE OR LIABLE (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) UNDER ANY CIRCUMSTANCES FOR ANY (a) INTERRUPTION OF BUSINESS; (b) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE PROGRAM; (c) DATA NON-DELIVERY, LOSS, THEFT, MISDELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (d) LOSS OR DAMAGES OF ANY SORT INCURRED AS A RESULT OF DEALINGS WITH OR THE PRESENCE OF THIRD PARTY LINKS ON THE SITE OR USE OF ANY REWARD OR BENEFIT OF THE PROGRAM; (e) COMPUTER VIRUSES, SYSTEM FAILURES OR MALFUNCTIONS WHICH MAY OCCUR IN CONNECTION WITH YOUR USE OF THE SITE, INCLUDING DURING HYPERLINK TO OR FROM THIRD PARTY WEBSITES; (f) ANY INACCURACIES OR OMISSIONS IN PROGRAM CONTENT; OR (g) EVENTS BEYOND OUR REASONABLE CONTROL. WE MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS THAT DEFECTS OR ERRORS WILL BE CORRECTED

7.2. FURTHER, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER FINFIT NOR OUR PARENTS, SUBSIDIARIES, AFFILIATES, PARTNERS, OR LICENSORS WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) RELATED TO THE PROGRAM OR AND YOUR PARTICIPATION THEREIN, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY EXCEED ONE HUNDRED DOLLARS (\$100.00).

7.3. IF YOU HAVE A DISPUTE WITH US OR ARE DISSATISFIED WITH THE PROGRAM, TERMINATION OF YOUR MEMBERSHIP IN THE PROGRAM IS YOUR SOLE REMEDY. WE HAVE NO OTHER OBLIGATION, LIABILITY, OR RESPONSIBILITY TO YOU.

8. Indemnification

You agree to defend, indemnify and hold us, our parents, subsidiaries, affiliates, partners, licensor's, officers, directors, employees, and agents harmless for any loss, damages or costs, including reasonable attorneys' fees, resulting from any third party claim, action, or demand resulting from your participation in the Program or your breach of any of these Program Terms.

9. Governing Law and Disputes

The Program and these Terms will be governed by and construed under the substantive laws of the Commonwealth of Virginia.