

Important information about the Program

This Cash Back Rewards Agreement (the “Agreement”) describes the Cash Back Rewards Program (the “Program”) and is an agreement between you and The Bank of Missouri and represents the complete terms of the 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 Agreement at www.continentalfinance.net/Cerulean/rewards

Definitions

- “Agreement” means this Cash Back Rewards agreement
- “Program” means this Cash Back Rewards program
- “account” means your Cerulean credit card account that is linked to this Program
- “we,” “us,” and “our,” refer to The Bank of Missouri as the issuer of the card and Continental Finance Company as the 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 calculated under the Program
- “qualified transactions” mean purchases, made with the account.

Notice of changes

- We may make any changes to the Program and the terms of this Agreement, provided we give you prior notice as applicable by law. We will send this notice to you in writing, which, at our option, may be delivered to you electronically by email.

How we calculate your rewards

- We will calculate rewards when you, or an authorized user, use an account to make purchases. Buying products and services with your account, in most cases, will count as a purchase (“qualified transactions”); however, the following types of transactions do not count and are not considered qualified transactions for purposes of calculating rewards:
 - cash advances
 - interest
 - disputed, unauthorized charges or fraudulent transactions
 - fees of any kind, including but not limited to an annual fee, monthly maintenance fees, or any late fees, if applicable
 - credit, returns, or refunds
 - any fees paid towards Continental Credit Protection, if applicable
 - any fees paid towards Continental Identity Protection, if applicable
- Payments made on your account will not reduce the amount of the rewards calculated
- We will calculate:
 - 2% Cash Back rewards for each \$1 spent for qualified transactions. This equates to \$0.02 in Cash Back rewards for each \$1 spent. For example, if you make \$100 in qualified transactions within your monthly billing cycle, we will calculate and issue \$2 in Cash Back rewards. Your rewards will be rounded up to the nearest one cent (\$.01).

Other information about the calculation and availability of rewards

- Rewards are calculated at the close of each monthly billing cycle, based on the qualified transactions made during that billing cycle minus any credits, returns, and adjustments.
- You will see the rewards we have calculated on your monthly billing statement.
- Rewards will be automatically distributed to you as a statement credit on a monthly basis from the time your account was activated.
- There is no limit on 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.
- 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:

- 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 Agreement or other agreements you have with The Bank of Missouri; or
- you file for bankruptcy; or
- you die or
- you or any authorized user on the account, engage in fraudulent activity on the 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 will not 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 calculation and adjust your rewards accordingly.
- Rewards are not your property and have no cash value. You can't transfer or move rewards unless expressly provided for in this Agreement. Additionally, rewards 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 The Bank of Missouri. 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.
- The Bank of Missouri and its respective affiliates, directors, officers, employees, agents, servicers, 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 The Bank of Missouri, and its servicer, Continental Finance Company and each of their 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 your or your authorized user's participation in the Program or this Agreement.
- 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 the State 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.

Communications

- We may send communications about the Program to you by SMS text message, via the Mobile App, via the e-Customer Service website, or at any mailing or email address in our records.
- When you give us your mobile phone number, we have your permission to contact you at that number about all your accounts and this Program.
- Your consent 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.
- It may include contact from companies working on our behalf to service your account(s) and the Program.
- Message and data rates may apply.
- You may contact us anytime to change any communications methods to contact you, including 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.

Call Monitoring

You agree that The Bank of Missouri and its third-party service providers may listen to and record telephone calls as part of providing the Program services.

Arbitration Notice

The terms of this Agreement and the Program are subject to the Arbitration Provision contained in your Cardholder Agreement. In the event of any dispute relating to this Agreement or the Program, the dispute will be resolved by binding arbitration pursuant to the rules of the American Arbitration Association or an arbitration organization mutually agreed upon by the parties. Both you and we agree to waive the right to go to court or to have the dispute heard by a jury. You and we will be waiving any right to a jury trial and you also would not have the right to participate as part of a class of claimants relating to any dispute with us. Other rights available to you in court may also be unavailable in arbitration.