

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING OR PARTICIPATING IN THE CFSC REWARDS PROGRAM, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT ACCESS OR PARTICIPATE IN THE CFSC REWARDS PROGRAM.

CFSC Loyalty Rewards Terms and Conditions

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I. **Introduction:** The CFSC Loyalty Rewards Program (the "Program") sponsored by R&L Management, LLC (the "Company") and these Terms and Conditions apply to access to, and participation in, the Program, which is operated by the Company or its participating subsidiaries, licensees and affiliated companies (collectively, "CFSC"). The Program is designed to help loyal CFSC customers earn rewards for choosing to use CFSC financial services. The Program is a free customer loyalty program that allows customers to earn Rewards Points ("Points") with qualifying purchases at CFSC participating store locations. Program-enrolled customers earn points for what they already do as a regular customer of CFSC. Each point earned goes toward future discounts, products or services when customers continue to come to CFSC for their financial needs. These Program Terms do not alter in any way the terms or conditions of any other agreement you may have with the Company, including any agreement for products or services.

II. **Acceptance of Terms and Conditions:** The following CFSC Loyalty Rewards Program Terms and Conditions (the "Terms and Conditions") contain important information regarding the Program. Please read the following Terms and Conditions carefully. These Terms and Conditions are incorporated into the Site Terms and Conditions of the CFSC website at www.cfsc.com. Members agree to be bound by our website Terms of Use and

Privacy Policy, all of which are incorporated herein by reference. Acceptance of the Site Terms and Conditions includes acceptance of all Terms and Conditions. These Terms and Conditions are a binding agreement between you and the Company and will govern your participation in any and all Program offers.

- III. **Membership:** To become a CFSC Loyalty Rewards Member (“Member”) and become eligible to earn and redeem Points, a customer must enroll in the Program. Only individuals age 18 years or older are eligible for enrollment. There are three ways to enroll: 1.) In a participating CFSC store with a CFSC Customer Service Representative (the “CSR”); 2.) Online via the CFSC website (the “Website”); 3.) By downloading the CFSC app on a smart phone or digital device when and/or where the CFSC app is available. Once enrolled in the Program, Members are entitled to take advantage of certain Program Rewards (“Rewards”) that may change from time to time and, which may be made available for limited times, all as determined by the Company in its sole discretion. The Company reserves the right to modify these Terms and Conditions at any time, without notice to you, so it is important to check the Terms and Conditions periodically. Participation in the Program or redemption of Rewards is considered acceptance of these Terms and Conditions and any modified terms included therein. Members may withdraw at any time by informing CFSC that they do not wish to partake in the Program, either by calling the CFSC Customer Service at 1-866-248-4947, or as made available, on our website at www.cfsc.com. Withdrawal from the Program shall result in the immediate termination of all membership benefits.
- IV. **Earning Points:** Members will accrue Points for selected transactions and/or purchases made at any participating CFSC location. Points will accrue based on each qualifying financial service transaction they complete and pay a transaction fee. Transactions that are free, discounted, a Reward, Coupon, Savings Certificate, or other discount during the transaction are not eligible to earn or redeem points. Discounts may vary and/or be suspended if and when CFSC chooses to restructure the Program and are otherwise fully subject to the provisions set forth in these Terms and Conditions. Members will earn one (1) Point for each one (\$1.00) dollar spent in transaction fees. Any fee paid from one (\$.01) cent up to one (\$1.00) dollar will earn 1 point. All Points will be rounded to the nearest one-tenth of a Point. For example, a \$1.63 fee equals 1.6 Points and a \$2.37 fee equals 2.4 Points. The Company reserves the right to present special promotional offerings increasing the amount of Points earned, for example, “Double Points earned on certain days or certain transaction types”, in which these special offerings may be for a limited time only. Additionally, the Company reserves the right to enhance the program, either for a limited time or for longer periods, to allow Members to earn Points on additional services and transaction types. Such promotional offerings will be communicated to Members via the Member Communication Terms and Conditions Earned Rewards Points take up to 48 hours to become eligible for redemption in addition to other Terms and Conditions governing Point redemption. Points are not earned until they show on your Point Balance and CFSC reserves the right to retroactively correct errors made in Points awards and calculations. If a Member feels there is a discrepancy in Points (earned or

redeemed), the Member must notify CFSC within sixty (60) days of the date of the transaction in which Points were earned or redeemed. Unfortunately, not all CFSC locations have the ability to award Points or redeem Points at this time. The CFSC affiliates that participate in the Program are identified on the CFSC website.

- V. **Point Redemption:** Once a Member accumulates two hundred (200) Points, Members can begin redeeming Points. Each Point redeemed is the equivalent of one (\$.01) cent in discount rewards. Points can be applied as discounts to future purchases at participating CFSC store locations in compliance with the current Terms and Conditions. Points are non-negotiable and cannot be redeemed either in whole or in part for cash. Points cannot be applied to previous purchases. Points cannot be combined with any other discount, free service, Reward, Coupon, Savings Certificate, vendor discount, or other discount offer at time of redemption. Only one offer will be honored per purchase transaction even if multiple discount offers are available or presented. Members will be eligible to redeem Points every time Point balances equal two hundred (200) or more. Point redemption discounts may not exceed the total amount of the transaction fee of the purchase at the time of redemption. Members may elect to hold their Points to accumulate more Points and redeem them at a later date. Members are limited to a maximum discount amount equal to \$5.00 per day through Point redemption. Any additional Points over the redemption amount will remain in the Member's account and can be redeemed on the next business day or at another time in the future when making purchases at CFSC. Redeemed Points will be automatically deducted from the Member's balance at the time of redemption. Though rare, should there be any voided or refunded transactions where Points were redeemed, it will take up to 48 hours for those Points to be replaced into the Member's Rewards Point balance.
- VI. **Member Communication:** When Members join the Program, they are opted into Program communications. Member agrees that he/she shall receive information and offers from the Company and/or its partners or as otherwise specified by the Company via electronic mail, the Internet and physical mail. Communication to Member regarding Point Balances may be on Member's transaction receipt, as well as in the CFSC app. Member's may also request Point Balances, and other pending offers, from a CSR at time of transaction.
- a. **Wireless Policy:** By opting-in, the Member is providing consent to use personal information to provide the services you have requested. Your provider's Message & Data Rates may apply to our confirmation and all subsequent SMS messages. You may opt-out and remove your SMS information. If you remove your SMS information from our database, the Member number will no longer be used for secondary purposes. The use of Members' personal information is governed by our Privacy Policy. To review our Privacy Policy, visit www.cfsc.com.
- b. **Media Types:** The Company will communicate with Members about the Program via email, text messages and other channels, including the CFSC app. Communications may include general marketing messages, Program updates, promotions, special

- offers, new products and services, surveys, requests for feedback and customer reviews, and other similar customer-related messages. If Members opt out of receiving marketing or promotional communications, the Company may continue to notify the Member of non-marketing and non-promotional communications, such as those messages deemed important about your account and/or ongoing customer relationship.
- VII. **Point Expiration:** Points will expire eighteen (18) months from the date the Points were first earned. If Members do not redeem Points within this time frame, Member forfeits all such Points. Expired Points are deducted from the Member's Rewards Point balance at time of expiration.
- VIII. **Point Forfeiture and Right to Revoke:** The Company reserves the right to revoke the membership of a Member in the Program and/or revoke any or all benefits the Member may be entitled to if, in the sole opinion of the Company, a Member abuses any of the Program privileges, fraudulently uses the Program, fails to comply with these Terms and Conditions or otherwise earns benefits through deception, forgery and/or fraud. In the event that the Company terminates a Member's Rewards Account, all Points, Rewards or other benefits earned by the Member will be forfeited immediately. Any decision the Company makes relating to termination, Point forfeiture or revocation of any Member's participation in the Program shall be final and binding in all respects. The Company shall be the sole determiner in cases of suspected abuse, fraud, or breach of Terms and Conditions.
- IX. **Modifications to Terms and Conditions:** Any changes or modifications will be effective immediately upon posting the revisions to www.cfsc.com, and Member waives the right to receive specific notice of such changes or modifications. It is the Member's responsibility to review the Member Agreement and remain abreast of any changes. Continued access to or participation in the Program following any such changes or modifications confirms Member's acceptance of the Terms and Conditions, including such changes. The Company may, in its sole and absolute discretion, cancel, change, suspend or modify any aspect of the Program or any Program Reward at any time, including the availability of any Reward. The Company reserves the right to suspend, terminate, revalue or modify, without liability to Members, all or part of the Points' value structure and offers regarding any product or service. The Company reserves the right to adjudicate all point discrepancies in its sole discretion and the Members agree to abide by any such adjudication.
- X. **Company's Right to Cancel:** Without notice, the Company reserves the right to automatically cancel any Member's Rewards Account that is inactive for more than eighteen (18) months from last transaction as a Member. An inactive account is defined as a Program Account that has not earned Points for a period of eighteen (18) months consecutively. A Member may reactivate a cancelled Program Account upon notification and/or making a purchase within thirty (30) days of cancellation. Beyond thirty (30) days,

and otherwise, all earned points and all other Program benefits will be forfeited. Members may elect to enroll in a new Membership Account once their previous Program Account has been terminated, provided the Member is a CFSC customer in good standing, and begin earning points upon their first transaction as a new Member. Any previously earned Points from the terminated Account will not be re-issued in the new Account.

- XI. **Indemnification:** Members agree to defend, indemnify, and hold harmless CFSC, its parent company, affiliates, subsidiaries, directors, employees, agents, partners, contractors, and their respective officers, directors, employees and agents from and against any and all liabilities, claims, actions, demands, damages, costs, losses and expenses, (including reasonable attorneys' fees) made by any third party due to or arising out of Members' participation in the Program in violation of any law, rule, regulation, guideline or these Program terms, and violation of any rights of another.
- XII. **Tax Liability:** Any liability for federal, state or local income taxes regarding the earning or redemption of points is the sole responsibility of the member and not the responsibility of the Company.
- XIII. **Governing Law:** The laws of the State of Illinois shall govern these Terms and Conditions. Member hereby expressly consents to exclusive jurisdiction and venue in the courts located in Illinois for all matters arising in connection with these Terms and Conditions or Member's participation in the Program.
- XIV. **Mandatory Arbitration and Class Action Waiver:** Member agrees that Company and Member will resolve any disputes through binding and final arbitration in lieu of a court proceeding. Member waives any right to a jury trial of any dispute with Company. Neither Member nor Company may bring a claim against the other as a class action, representative action, or private attorney general action. Neither Member nor Company may act as a private attorney general or class representative, nor participate as a member of a class of claimants with respect to any dispute or claim. In the event of any dispute concerning the Program, or these terms, the parties unconditionally and irrevocably agree the dispute will be resolved by arbitration exclusively in Chicago, Illinois, in accordance with the rules of the American Arbitration Association. The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The prevailing party will be entitled to recover its attorney's fees and arbitration costs from the other party.
- XV. **Disclaimer and Limitations of Liability:** This Program is provided on an "as is" basis without warranties of any kind, either express or implied, including without limitation warranties of title or implied warranties of merchantability or fitness for a particular

purpose. In no event will the Company or any of its third-party suppliers be liable to you or any third party for any losses, lost data, consequential or special, incidental or punitive damages, delays, interruptions or viruses arising out of or related to this agreement regardless of the basis of the claim. The limitations set forth in this section will not limit or exclude liability for the gross negligence, intentional misconduct or fraud of the Company arising out of or relating to the Program. In the State of New Jersey, the limitations set forth in this section will not limit or exclude liability for the negligence of the Company arising out of or relating to this program and/or the related services.

- XVI. **Privacy and Release of Information:** The Company's Privacy policy resides at www.cfsc.com and applies in the same manner for this Program. Members should visit the website to read and understand this privacy policy. Members consent to the Company's right to release information about the Member in regards to the Program to third parties as necessary or convenient to carry out the Program or as permitted by applicable law.