

Aven Rewards Terms and Conditions

The following agreement sets forth the terms and conditions (“Terms”) that govern your participation in the Aven Rewards Program (“Program”). These Terms are an agreement between an Aven Card cardholder and the cardholder’s authorized user(s) (“you”) and Aven Auto Inc. (“Aven,” “we,” or “us”). By using your Aven Card and participating in the Program, you agree to these Terms.

1. **PROGRAM DESCRIPTION.** The Program is available to Aven Card cardholders. The Program allows you to earn reward points (“Points”) on the dollars you spend using your Aven Card. Your account with Aven (“Account”) must be in good standing to participate in the Program.
2. **EARNING POINTS.** You will earn Points when you make eligible purchases of goods and services using your Aven Card, minus any returns, refunds or credit adjustments (“Net Eligible Purchases”). You may also earn Points or bonuses from time-to-time through promotions or offers we extend at our discretion. Points are generally not earned on: balance transfers or Cash Out transfers. Points are never earned on interest charges, fees of any kind, unauthorized or fraudulent charges, or charges that violate these Terms or your Account Agreement.

You will accrue Points during each Account billing cycle at the ratio of 1 Point per \$1 spent on Net Eligible Purchases.

At redemption, one Point is currently worth \$0.02.

Example: 100 points will have a value of \$2.00 at redemption

Points will be made available for redemption on the last day of the applicable billing cycle and will appear on the billing statement for that billing cycle.

Points awarded for purchases that do not remain Net Eligible Purchases will be deducted from your Points balance. Returned items may result in credits being applied to your Account, which will reduce or may eliminate accumulated Points and may result in a negative Points balance. If your Points balance goes negative, you must first earn Points to bring your Points balance to zero before earning any Points eligible for redemption.

Any Account with a negative balance of more than negative 500 Points for more than a billing cycle will generate a charge on the Account for an amount corresponding to \$0.02 per Point and a reset of your Points balance to zero.

You will be able to track your Points balance through the Aven Card mobile app or website or by calling the Aven customer service at 877-761-1080.

We reserve the right to verify and adjust Points, as applicable, at any time.

3. **USING POINTS.** You can redeem new Points earned in an Account billing cycle after the billing cycle closes. Currently, Points can only be redeemed for cashback in the form of a statement credit on your Account. The statement credit will count as payment towards both your Account billing statement balance and the minimum payment due. Once you redeem Points, your Points balance will be reduced by the number of Points used. Points that are not redeemed are added to the cumulative balance of your Points available for redemption.

You can redeem your Points through the Aven Card mobile app or website. Redemption is not automatic.

Points are issued for the payment of your Account statement balance only. We may, from time-to-time and at our discretion, provide ways for you to redeem your points in addition to those described in these Terms.

- 4. EXPIRATION AND FORFEITURE OF POINTS.** Your Points do not expire as long as you have an Aven Aven Card and your Account is in good standing.

You forfeit your Points if any of the following occur:

- Your Account is closed by Aven;
- We terminate your participation in the Program;
- You engage in any fraudulent activity or misuse of your Aven Card or the Program; or
- You engage in any activity deemed to be abusive or gaming conduct, as determined by us. Misuse includes, but is not limited to, obtaining or using the Aven Card to maximize Points earned in a manner that is not consistent with typical consumer activity, as determined by us.

- 5. PARTICIPATION IN THE PROGRAM.** We may temporarily prohibit you from earning Points, using Points you have already earned, or using any feature of the Program or terminate your participation in the Program for any reason and in our sole discretion without prior notice to you.

You can cancel your participation in the Program at any time by contacting us through the Aven Card mobile app or by emailing us at support@aven.com. If you cancel your participation in the Program, you will no longer earn Points.

If you convert your account from an Aven Card to an Aven Prime Card (or vice versa), your accumulated points will be automatically redeemed as a statement credit on your next billing statement. All eligible purchases under the new program will start accumulating points per the terms of the new program.

Your cancellation or conversion will not affect any previously redeemed Points.

- 6. TRANSFER OF POINTS.** Points may not be sold, transferred or altered in any way by you. Points you earn may not be combined with Points earned on any other Aven Card account or earned by anyone else (other than an authorized user).
- 7. CHANGES TO THE PROGRAM.** We reserve the right to modify or terminate the Program at any time without prior notice to you.
- 8. CHANGES TO THESE TERMS.** We reserve the right to modify these Terms at any time without prior notice to you. You are encouraged to check our website regularly for changes to these Terms. Modifications will become effective immediately upon being posted to our website, without further notice to you. Your continued participation in the Program after such modification is posted constitutes your acknowledgement and acceptance of such modification. You may not amend these Terms.
- 9. COMPLIANCE WITH LAWS.** You may not use the Program in any way that violates applicable law.

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

10. TAXES. You are responsible for any tax liability that may result from participation in the Program. Consult your tax advisor concerning such tax consequences.

11. CALLS, CALL MONITORING/RECORDING AND EMAIL. We may contact you by telephone call to either a landline or cellular phone, email, or text message to your cellular phone or other mobile device for any reason. You understand that a “telephone number” includes a cell phone number or VoIP and that “calls” and “text messages” include both telephone calls and text messages to or from your landline phone, cell phone or VoIP (data charges may be incurred for the calls or text messages). We may contact you on a mobile, wireless or similar device, even if you are charged for it. You expressly consent and authorize us (and our affiliates, agents and contractors) to contact you for any reason using an automated dialer and artificial, text, or prerecorded messages at any telephone number and email address (a) that you provide, (b) from which you call or email us, or (c) at which we believe we can reach you. You represent that you are the subscriber on the account for any telephone number you provide to us and that you have the authority to give consent to be contacted in accordance with this section.

You agree to notify us immediately of any change, disconnection, or reassignment of your telephone number(s) that you have previously provided us. You authorize us and our agents to monitor and record telephone conversations and other electronic communications you have with us and with our agents for reasonable business purposes, including but not limited to security and quality assurance, except as prohibited by law. We may not remind you that we may be monitoring or recording a call at the beginning of the call unless required by law to do so. If after entering into these Terms you wish to no longer be contacted by automatic dialer or text message, you must notify us in writing that you are withdrawing your consent to be contacted with an automated dialer or by text message.

12. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, WE, OUR SERVICE PROVIDERS, AND OUR OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (COLLECTIVELY, THE “AVEN PARTIES”) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, RELATED TO THE PROGRAM. YOU UNDERSTAND AND AGREE THAT YOUR PARTICIPATION IN THE PROGRAM IS AT YOUR SOLE RISK. THE PROGRAM AND ALL SERVICES OFFERED THROUGH THE PROGRAM ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, EXCEPT AS OTHERWISE AGREED IN WRITING BETWEEN YOU AND THE AVEN PARTIES. UNDER NO CIRCUMSTANCES, WILL ANY OF THE AVEN PARTIES BE LIABLE TO YOU OR TO ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR ANY LOSS, INJURY, LIABILITY OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO, USE OF, INABILITY TO USE, OR RELIANCE ON THE PROGRAM OF SUCH DAMAGES, AND WITHOUT REGARD TO THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, ILLEGAL OR. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND WHATSOEVER, WHETHER DIRECT OR INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, REVENUE OR PROFITS. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF ANY AVEN PARTY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY

UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE AVEN PARTIES UNDER SUCH CIRCUMSTANCES TO YOU OR ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED WILL NOT EXCEED THE AMOUNT OF ANY POINTS YOU HAVE EARNED AND NOT YET USED IN ACCORDANCE WITH THESE TERMS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

You acknowledge that you may have or may in the future have claims against the Aven Parties which you do not know or suspect to exist in your favor when you agreed to these Terms and which if known, might materially affect your consent to these Terms. You expressly waive all rights you may have under Section 1542 of the California Civil Code, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

13. **INDEMNIFICATION.** You agree to indemnify and hold the Aven Parties harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of your participation in the Program, any fraud or misuse of the Program, or any actual or alleged violation of these Terms, applicable law, or the rights of any third party.
14. **CLASS ACTION WAIVER.** By agreeing to these Terms, you hereby irrevocably waive any right you may have to join claims with those of others in the form of a class action or similar procedural device. Any claims arising out of, relating to, or connected with these Terms must be asserted individually. You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, relating to, or connected with your participation in the Program must be filled within one calendar year after such claim or cause of action arises, or forever be barred. If a claim proceeds in court, we each waive any right to a jury trial.
15. **GOVERNING LAWS.** The interpretation of the rights and obligations of the parties under these Terms, including, to the extent applicable, any negotiations, arbitrations or other proceedings hereunder, will be governed in all respects exclusively by the laws of the State of California, U.S.A. Each party agrees that it will only bring any action or proceeding arising from or relating to these Terms in a federal court in the state and federal courts of San Francisco, California, and you irrevocably submit to the personal jurisdiction and venue of any such court in any such action or proceeding or in any action or proceeding brought in such courts by us.
16. **SEVERABILITY.** If any provision of these Terms is determined by a court of law to be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent, and the invalid provision will be modified as necessary to make it valid and enforceable while as closely as possible reflecting our original intentions.
17. **WAIVER.** No failure or delay by us in exercising any right, power or privilege under these Terms will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege

preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

18. **ASSIGNMENT.** We may sell, transfer or assign our rights or obligations under these Terms. We may do so at any time without notifying you. You may not sell, assign or transfer your Points or any of your obligations under these Terms.
19. **PRIVACY.** All information collected about you in connection with the Program is subject to our Privacy Policy, available at: <https://aven.com/privacy>.
20. **CONTACTING US.** If you have questions about the Program or your Points, you can contact us through the Aven Card mobile app or by emailing us at support@aven.com.