

X5 REWARDS PROGRAM AGREEMENT REDEMPTION TERMS & CONDITIONS

This document ("X5 Rewards Program Agreement Redemption Terms & Conditions" or "Terms & Conditions") describes the terms and conditions applicable to your redemption of cash back rewards earned from use of your X5 credit card through the Credit One Bank X5 Rewards Program ("Program") as described in the Credit One Bank Rewards Program Supplement ("Supplement"). These Terms & Conditions supplement the Card Agreement that governs your X5 credit card account issued by Credit One Bank, N.A. ("Credit One Bank", "we", "us" or "our")(the "Account"). Your participation in the Program and redemption of cash back rewards is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, the Supplement and these Terms & Conditions. In the event of a conflict between the Card Agreement, the Supplement and/or these Terms & Conditions, with respect to matters relating to point redemption, these Terms & Conditions control. These Terms & Conditions also include additional terms and conditions applicable to the redemption of cash back rewards. Your use of this website ("Site") constitutes your agreement to the Redemption Terms & Conditions. If you do not agree with any of the Terms & Conditions, you must not use the Site. In order to use the Site, you must be at least eighteen (18) years of age or older, have an Account in good standing and have a valid email address.

The telephone number for the Call Center is 877-825-3242.

I. Statement Credits

All Statement Credit redemptions are final. Credit One Bank is not able to process refunds, exchanges, or cancellations.

If you choose to redeem cash back rewards credits for statement credits, you will receive a credit on the applicable statement. Statement Credits for cash back rewards will reduce the balance on your Account but will not count as a payment. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. A cash back reward may be redeemed in increments as low as \$.01. The minimum increment may change without notice.

General

- Statement Credits will be posted to your Program card account within 7 business days of the redemption request.
- The Statement Credits will be issued to your Program card account only and may not be redeemed for cash or cash equivalents, transferred to another card, or used as a payment on other accounts.

II. Gift Cards

Gift Cards issued pursuant to the Program are subject to the Program's Terms & conditions and the terms & conditions set by the merchant issuing the Gift Card. Redemption of cash back rewards for a Gift Card constitutes acceptance of these Program Terms & Conditions and the terms & conditions set by the merchant issuing the Gift Card. Merchant terms & conditions will be disclosed at time of redemption. Additional information may be obtained from the issuing merchant or its website.

Expiration policies and non-usage fees may apply as specified in the merchant's terms & conditions and to the extent allowed by law.

Gift Cards are not redeemable for cash. Gift Cards may not be exchanged or returned unless damaged or defective at the time of receipt. Gift Cards previously issued by a merchant that no longer accepts gift cards or is no longer in business may not be exchanged or returned.

Except as required by law, Gift Cards will not be replaced or replenished if lost, stolen, destroyed, used without the intended recipient's permission, or used in a manner inconsistent with any law.

Physical Gift Cards will be delivered via USPS, UPS or FedEx and are fulfilled and shipped by a third party. Should a Gift Card not be delivered to the intended recipient within fourteen (14) days of the shipping date or if there are any other issues with a Gift Card, please contact the Call Center. The Call Center will attempt to resolve any issues within fourteen (14) days of contact. Research will be conducted to determine the appropriate resolution, but in no event will a replacement Gift Card be issued more than thirty (30) days after the original Gift Card shipping date.

Digital Gift Card orders will be confirmed by an email generated on behalf of the merchant by the Digital Gift Card fulfillment vendor. Emails will be sent to the email address provided at the time of redemption.

III. Merchandise

The merchandise portion of this Site is a "live" catalog which means items come in and out of stock. Merchandise prices include taxes, shipping, and handling. Taxes, shipping, and handling prices are determined at the time of selection and vary based on the ship to address and the items in your cart.

In-Store Pick Up

In-Store Pick Up ("ISPU") is available for some merchandise items. You will receive a notification when your ISPU item is ready for pickup. You must present a printed or electronic copy of the notification and a valid government-issued ID to pick up your item. ISPU items not picked up in six (6) calendar days will be canceled, and your cash back rewards will be returned to your account. If you discover that an item is damaged or defective, you must call the Call Center to get instructions on how to return the item. Once the item has been returned, your cash back rewards will be refunded to your account within 5-10 business days.

Pricing

Due to the real-time nature of items and availability of items in this catalog, the latest, real-time pricing and availability will be updated when the item is added to the cart.

Backordered Items

When an item is shown on the online catalog, it is available, but by the time the order is processed with the supplier, it may be out of stock at that exact time. There is no way to confirm in advance if or when an item will become out of stock as it is a live catalog. Items which are no longer available ("NLA") or on back order for more than thirty (30) days may be cancelled due to unavailability; a full refund of cash back rewards will be processed for the item(s) cancelled.

Merchandise Return Policies & Process

All returns and exchanges must originate with the returns center as discussed below under Return Process.

Most new, unopened items returned within thirty (30) days of shipment can be returned for either a replacement item or a refund of your cash back rewards. If you've received an incorrect or defective item, you can choose to receive the correct, functioning merchandise or a full refund of your cash back rewards including shipping and handling. Restocking fees in addition to shipping and handling fees may be applied on items returned that are not damaged or the wrong item. This would be deducted from the amount of cash back rewards refunded to your account for a return.

There are some exceptions where returns are not allowed:

- Hazardous items that are gas-powered or contain flammable liquids.
- Computer laptops and desktops more than fourteen (14) days after delivery.
- Any product missing the serial number or UPC.
- Gift cards/certificates.
- Gourmet gift baskets.

Also, items that are opened, used, or shipped more than thirty (30) days ago may not be eligible for an exchange or refund.

Return Process

1. Contact the Call Center to initiate your request. Note: you will need to provide either your order confirmation email or shipping document which contains pertinent information such as order number, item number, and item name. Providing all requested information will expedite processing.
2. Within three (3) business days you will receive an email validating whether the item is eligible for return. If eligible, you will be provided with return shipping labels and any additional instructions.
3. Return Merchandise
 - a. Return labels must be used for all exchange and refunds within the time frame designated (usually ten [10] calendar days); once the label expires the item is no longer eligible for return.
 - b. Each return mailing label is coded for a specific shipment and specific items; please do not include items from other orders or other items and/or shipments from the same order in the same box, or you will not receive the correct refund.
 - c. For special items that require a pickup by UPS, a "call tag" will be issued. UPS will attempt a pick-up at the address on the order during the next three (3) business days. No specific time can be provided for the pickup as this is dependent upon the UPS route in the area.
 - d. If a specialty carrier is required for large items, the carrier will call the telephone number on the order to arrange a pick-up date and time.
 - e. Return labels, call tags, and carrier pick-ups are valid only for returns shipped within the U.S.
4. Cash back rewards for returned merchandise will be refunded to your account within four (4) weeks after merchandise is received by the rewards center.
 - a. Eligible cash back rewards (after deducting any cash back rewards for restocking, shipping, and handling) will be deposited back to your account.
5. Replacement items are typically shipped within four (4) weeks of the merchandise

being received by the rewards center.

- a. If the item is unavailable, eligible cash back rewards, (after deducting any cash back rewards for restocking, shipping, and handling) will be refunded back to your account.

Return Guidelines

Some product lines have special restrictions or return policies. Review the table below to understand the returns policy for the various product lines.

Books, Computer Games, DVDs, Electronics, Music, Videos, Video Game Software	These items must be unopened and still in their plastic wrap unless the item is damaged or defective upon opening of the item's packaging.
Large Screen TV delivered by freight carrier	Inspect your TV carefully for damage while the shipper is still present. If you discover any damage, please refuse delivery and the shipper will remove the TV and your order will be processed for a refund. Do not sign the shipper's release form unless you have inspected the TV for damage. All cabling or additional installation is your responsibility. Your signature on the carrier's delivery receipt acknowledges that you understand the return policy. If you accept delivery and later find out that the TV is not working properly, please review the package enclosures to see if the problem is covered by a manufacturer's in-home service warranty. If you are unable to locate warranty information for a particular model, contact the manufacturer.
Outdoor Living, Kitchen, Tools & Hardware	These items must be unopened and still in their original packaging, unless the item is damaged or defective upon your opening of the item's packaging. For safety reasons, items that use flammable liquids or gases cannot be returned. Please contact the manufacturer directly for service, warranty, return, and refund information.
Apparel	These items must be unopened and still in their original packaging, unless the item is damaged or defective upon your opening of the item's packaging. These items must be in their original condition with all tags intact.
Gourmet Food	We cannot accept returns of gourmet food items including candy, gift baskets, or any other food items.
Health & Personal Care	Items must be unopened and in new condition. We cannot accept returns of products that have special shipping restrictions imposed by the U.S. Department of Transportation.
Jewelry & Accessories	These items must be unopened and still in their original packaging, unless the item is damaged or defective upon your opening of the item's packaging.

Computers	Computers which have been opened are subject to a 15% restocking fee to be deducted from the total amount the customer is refunded. Computers may not be returned more than fourteen (14) days from the date of delivery.
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Please Note

- If you do not use the Call Center and choose to work directly with the merchant, the Call Center will not be able to assist you.
- Merchant direct returns only allow exchanges or store credit; a return for cash back rewards will not be an option.

IV. General Terms Applicable to Your Use of the Site for All Redemptions

Customer Release and Indemnification

You hereby release, and agree to defend and indemnify, Credit One Bank, Aspire, Bakkt and their affiliates, and/or vendors or suppliers of the foregoing, and any of the officers, directors, employees, and agents of any of the foregoing from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties, or other costs or expenses of any kind or nature, including but not limited to, reasonable legal and accounting fees, brought by:

- a) you or on your behalf in excess of the liability described above; or
- b) by third parties as a result of:
 - 1) your breach of these Terms & Conditions or any supplier terms and conditions.
 - 2) your violation of any law or the rights of a third party; or
 - 3) your use of this Site, including without limitation, all claims related to earning and redeeming cash back rewards.
- c) IN NO EVENT SHALL THE PROGRAM, BAKKT AND/OR ASPIRE AND/OR THEIR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE OF ANY INFORMATION, PRODUCTS, AND SERVICES OBTAINED FROM A SUPPLIER EVEN IF AN ITEM OR SERVICE IS PROVIDED THROUGH THIS SITE, A CALL CENTER, OR OTHERWISE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Acceptable Use

This Site is intended for personal, noncommercial use. The content and information on this Site (including without limitation, price and availability of product and/or services, as well as the infrastructure used to provide such content and information, is proprietary to the Program, Aspire, Bakkt and/or our merchandise suppliers and other third-party providers. Accordingly, as a condition of using this Site, you agree not to use this Site or its contents or information for any commercial or non-personal purpose (direct or indirect) or for any purpose that is unlawful or prohibited by these Terms. While you may make limited copies of your use of the Site (and related documents) for merchandise or services purchased through this Site or the Call Center, you agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from this Site or the Call Center. In

addition, whether or not you have a commercial purpose, you agree not to:

1. access, monitor or copy any content or information of this Site using any robot, spider, scraper, or other automated means, or any manual process for any purpose without our express written permission.
2. violate the restrictions in any robot exclusion headers on this Site or bypass or circumvent other measures employed to prevent or limit access to this Site.
3. take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on the Site infrastructure; or
4. deep link to any portion of this Site for any purpose without our express written permission.

You may only use this Site and the Call Center to make legitimate reservations, purchases, or requests to purchase the products or services offered (each, a "Request") and shall not use this Site or Call Center to make any speculative, false or fraudulent Requests, or any Requests in anticipation of demand. You represent that you are of sufficient legal age to create binding legal obligations for any liability you may incur as a result of your use of this Site or the Call Center. You agree to promptly update your information in order to keep your information current, complete, and accurate. It is a violation of law to place a Request in a false name or with an invalid method of payment. Please be aware that even if you do not give us your real name, your web browser transmits a unique internet address to us that can be used by law enforcement officials to identify you. Fraudulent users will be prosecuted to the fullest extent of the law.

Links to Third-Party Sites

This Site may contain hyperlinks to websites operated by third parties. Such hyperlinks are provided for your reference only. We do not control such websites and are not responsible for changes to website location, their contents, or your use of them. Our inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators.

No Unlawful or Prohibited Use

As a condition of your use of this Site, you warrant that you will not use this Site or the Call Center, or redeem cash back rewards, for any purpose that is unlawful or prohibited by these Terms and any other terms, conditions, and notices.

Modification of these Terms and Conditions

We reserve the right to change the terms, conditions, and notices under which this Site, redemptions and/or the Call Center is offered, at any time, with or without notice. We reserve the right, in our sole discretion, and without liability, to terminate your access to all or part of the Site and/or the Call Center, with or without notice, for any reason or no reason. Your continued use of the Site, including redemptions and/or use of the Call Center, after any such change(s) is your agreement to the change(s).

Governing Law

These Terms and any action or proceeding relating to these Terms or any activity arising from the use of the Program, Call Center and/or Site, whether in contract or tort, law or equity, shall be governed by, construed and enforced in accordance with the laws of the State of Delaware, USA as they are applied to agreements entered into and to be performed entirely within such state.

Privacy Policy

As user of the Site, you are in control of all your redemption activities. We know you want to remain in control of your personal information, as well.

The Program, Aspire and Bakkt are committed to protecting your personal information. This Privacy Policy (the "Policy") explains how personal information you provide to the Site is collected and used, as well as offline when communicating with the Call Center. This Policy does not cover merchandise suppliers, third party providers, distributors, or suppliers, which may or may not be subject to their own privacy policies.

You should read this Policy before you submit any personal information to us. By using the Site, you consent to the collection and use of your personal information as outlined in this Policy. If you do not agree with the content of this Policy, you should refrain from using the Site.

We seek to use reasonable organizational, technical, and administrative measures to protect your personal information. Unfortunately, no data transmission or storage system can be guaranteed to be 100% secure. If you have reason to believe that your interaction with us is no longer secure (for example, if you feel that the security of your account has been compromised), please immediately notify the Call Center at 1-877-825-3242.

Personal Information We Collect and How it is Used

In General. We may collect and store any personal information you enter on the Site or provide to us in some other manner. Personal information is data that identifies you and includes (but is not limited to) your name, business or personal email address, physical address and direct telephone number. You are not obligated to provide us with any personal information, unless or until you choose to purchase something or engage in other transactions on the Site. We strive to limit the type of personal information that we collect to information that helps us accomplish our goal of providing a high level of service for the benefit of our existing and prospective customers.

Information Collected Automatically. When you visit the Site, we automatically log generic information about your computer and your computer's connection to the Internet. This information may consist of things such as device information, IP address, operating system and browser software information, and the activities conducted by the user while on the Site. An IP address is a number that allows computers attached to the Internet, such as our web servers, to know where to send data back to the user, such as the pages of the Website the user wishes to view. We collect this information because it helps us analyze such things as what items visitors are likely to click on most, the way visitors are clicking through the site, how many visitors are surfing to various pages on the site, how long visitors to the site are staying and how often they are visiting. It also helps us diagnose problems with our servers and lets us better administer our systems. It is possible to determine from an IP address a visitor's Internet Service Provider (ISP) and the approximate geographic location of his or her point of connectivity. We may also use some of this information, such as the pages you visited on our site, to send you e-mail messages focused on destinations that you may be interested in, unless you had previously opted out of receiving such messages. We also use session data to help prevent fraud or unauthorized use of our site.

Use of Cookies. Cookies are pieces of information, usually a small text file that a site transfers to your computer's hard drive and resides there for record keeping purposes. Cookies can make the Web more useful by storing information about your preferences on a particular site. Cookies are only read by the server that placed them, and are unable to do such things as run programs on your computer, plant viruses or harvest your personal information. The use of cookies is an industry standard and very common on the Internet. Cookies allow us to serve you better and more efficiently by retrieving information previously entered by the user, such as e-mail addresses and zip codes thereby personalizing your experience at the Website. Cookies in and of themselves do not personally identify

users, although they do identify a user's computer.

The blocking of website cookies may disable certain features on the Site and may make it impossible to purchase or use certain services available on the Site. Please note that it is possible to block cookie activity from certain websites while permitting cookies from sites you trust.

Disclosure of Personal Information

When you purchase merchandise and services through the Site, we provide to the involved third-party provider, distributor, or supplier only that portion of your personal information that is needed for the successful fulfillment of your transaction. We use non-personally identifiable information in aggregate form to build higher quality, more useful online services by performing statistical analyses of the collective characteristics and behavior of our customers and visitors, and by measuring demographics and interests regarding specific areas of our site. We may provide anonymous statistical information based on this data to suppliers, advertisers, affiliates and other current and potential business partners. We may also use such aggregate data to inform these third parties as to the number of people who have seen and clicked on links to their websites.

We may also share your personal information with other companies or individuals in the following instances:

- In response to subpoenas, court orders, or other legal process; to establish or exercise our legal rights; to defend against legal claims; or as otherwise required by law. In such cases we reserve the right to raise or waive any legal objection or right available to us.
- When we believe it is appropriate to investigate, prevent, or take action regarding illegal or suspected illegal activities; to protect and defend the rights, property, or safety of our customers, or others; and in connection with these Terms and other agreements.
- In connection with a corporate transaction, such as a divestiture, merger, consolidation, or asset sale, or in the unlikely event of bankruptcy.

International Transfers of Personal Information

The Site is operated in the United States and, depending on your country of residence, the submission of personal information to the Site may involve some transfer of personal information to the United States. You should be aware that privacy laws in the United States may not provide protections equivalent to those of your country of residence. We have taken steps to ensure that appropriate levels of protection necessary to maintain the security and quality of your personal information are in place and that any transferred data is processed only in accordance with this Policy.