# WANDER REWARDS PROGRAM AGREEMENT REDEMPTION TERMS & CONDITIONS

This document ("Wander Rewards Program Agreement Redemption Terms & Conditions" or "Terms & Conditions") describes the terms and conditions applicable to your redemption of points earned from use of your Wander credit card through the Credit One Bank Wander Rewards Program ("Program") as described in the Credit One Bank Rewards Program Supplement ("Supplement"). These Terms & Conditions supplement the Card Agreement that governs your Wander 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 points 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 rewards points and/or purchases for travel components (airline travel, hotel, rental car and activities) which are included in Section IV of this document ("Travel Terms & Conditions"). Your use of this website ("Site") constitutes your agreement to Terms & Conditions and the Travel Terms & Conditions, as applicable. If you do not agree with any of the Terms & Conditions and the Travel 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. Cash Back Rewards

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

If you choose to redeem points for cash back rewards, 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. Cash back rewards may be requested in increments of 1,000 points. Each point redeemed for a cash back reward is worth 0.01 (1,000 = 10) and may change without notice.

# General

- Statement Credits will be posted to your Program card account within 3 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 points 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 rewards points 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 rewards points 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, realtime 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 rewards points 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 rewards points. If you've received an incorrect or defective item, you can choose to receive the correct, functioning merchandise or a full refund of your rewards points 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 rewards points 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. Rewards points for returned merchandise will be refunded to your account within four (4) weeks after merchandise is received by the rewards center.
  - a. Eligible rewards points (after deducting any points 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 rewards points, (after deducting any points 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.

#### **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 rewards points will not be an option.

## IV. Travel Program

This Section IV contains the Travel Terms & Conditions which are additional terms and conditions that apply to your redemption of rewards points and/or purchase of travel components (airline travel, hotel, rental car and activities). Credit One Bank does not provide, endorse, or guarantee any third-party product, service, or information or recommendation listed by Aspire Loyalty Travel Solutions, LLC.

## **General Information**

- 1. Travel management services are provided by Aspire Loyalty Travel Solutions, LLC and its affiliates (collectively, "Aspire"), a service provider to the Program. Aspire acts as a service bureau that provides value-added service to retail travel agents and consumers.
- 2. In these Travel Terms & Conditions, "Travel Suppliers" means the airlines, hotels, car rental agencies, cruise lines, railroads, tour operators and other service providers whose products and services are made available through the Program. The Program Terms incorporate by reference the terms of each Travel Supplier's terms and conditions, as applicable. You are responsible for checking the applicable Travel Supplier website(s) for terms and conditions which may apply.
- 3. ALL TRAVEL SERVICES PURCHASED USING REWARDS POINTS MUST BE PURCHASED THROUGH THE PROGRAM AND NOT WITH THE TRAVEL SUPPLIER DIRECTLY. TRAVEL SERVICES ARE PROVIDED SOLELY BY THE TRAVEL SUPPLIERS. ASPIRE AND THE PROGRAM ARE NOT LIABLE FOR THE FAILURE OF THE TRAVEL SUPPLIERS TO PERFORM THE SERVICES OFFERED BY THE TRAVEL SUPPLIERS. TRAVEL SUPPLIERS ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF THE PROGRAM OR ASPIRE. EXCEPT AS EXPRESSLY STATED HEREIN, THE PROGRAM

AND/OR ASPIRE ASSUMES NO RESPONSIBILITY FOR ACTIONS RELATING TO TRAVEL SERVICES BEYOND THE CONTROL OF THE PROGRAM AND/OR ASPIRE OR THEIR RESPECTIVE EMPLOYEES. UNLESS PROHIBITED BY LAW, THE PROGRAM AND ASPIRE SHALL NOT BE LIABLE FOR ANY ACTS, FAILURE TO PERFORM, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES, NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY SUCH TRAVEL SUPPLIERS, INCLUDING, BUT NOT LIMITED TO, ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE OR LOSS, INCONVENIENCE, LOSS OF ENJOYMENT, MENTAL DISTRESS OR OTHER SIMILAR MATTER, DELAYED DEPARTURE, MISSED CONNECTION, SUBSTITUTION OF SERVICES OR ACCOMODATIONS, TERMINATION OF SERVICE, OR CHANGES IN FARES AND RATES, AND/OR CANCELLATION OR DOUBLE BOOKING OF RESERVATIONS BY THE TRAVEL SUPPLIER. THE PROGRAM AND ASPIRE DO NOT GUARANTEE OR INSURE THE PERFORMANCE OF SERVICES BY THE TRAVEL SUPPLIERS, THE FINANCIAL POSITION OF THE TRAVEL SUPPLIERS OR REIMBURSEMENT TO YOU FROM ANY LOSS EXPERIENCED AS A RESULT OF AN ACT OR OMISSION OF THE TRAVEL SUPPLIERS.

- 4. IN NO EVENT SHALL THE PROGRAM 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 TRAVEL SUPPLIER EVEN IF RESERVATIONS ARE 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.
- 5. In situations in which a Travel Supplier defaults prior to providing services, you may pursue any recourse against the Travel Supplier for a refund which may be permitted by law or statute.
- 6. Travel reservations are subject to the rules of the applicable Travel Supplier on your itinerary. A reservation is not complete until confirmed/ticketed. The passenger ticket(s) when issued, or electronic reservation, shall constitute a contract between the Travel Supplier and the ticketed party. Some reservations cannot be cancelled or changed, other reservations may incur Travel Supplier fees to cancel or change.
- 7. You acknowledge the reward portion of your transaction will be paid for with rewards points from the Program.
- 8. Travel Supplier, the Program and/or Aspire each have the right to cancel the booking in the event of non-payment or payment dispute.
- 9. All refund requests may be initiated by calling the Call Center . You must follow any instructions given to you to provide backup documentation or to return negotiable documents (i.e. paper airline tickets, redeemable certificates or vouchers, etc.) which must be returned prior to processing any refund. All refund claims must be made within thirty (30) days after the scheduled departure date.
- 10. Because many different Travel Suppliers may be used for each aspect of travel (i.e., for air, hotel, car rentals, cruise, activities and vacations), IF YOU WISH TO MAKE CANCELLATIONS OR CHANGES TO YOUR TRAVEL, YOU MUST MAKE SUCH REQUESTS FOR EACH ASPECT OF YOUR TRAVEL. For example, if you change your air travel dates, that request will not result in any changes to your hotel dates. Neither the Program nor Aspire are responsible for any credit or voucher issued by any Travel Supplier.
- 11. All offers, prices, and conditions of sale may be subject to change without notice, require advance purchase, meeting eligibility requirements, seating reservations, or other limitations, such as travel days, dates, minimum or maximum stays, holidays, seasons, blackout dates,

stopovers, wait-listing restrictions, reservation validation limitations of up to one (1) year (if any extension permitted, penalties/restrictions may apply), and/or other conditions/restrictions.

# General Travel Information.

- 1. At all times throughout your trip, you will need to present the required government-issued photo ID for security checks at airports, hotels, car rental, cruise, activity, and vacation locations and may be required to do so for attractions and other products as deemed necessary by the relevant Travel Suppliers. The name on the government-issued photo ID must match the name on the reservation. In addition to the required government-issued ID, proof of citizenship (Passport) is required for international travel (for countries outside of the United States) and may require a visa and meeting minimum health requirements. Passports for international travel must be valid for a period of at least six (6) months from the return date. Beginning October 1, 2021, every air traveler eighteen (18) years of age and older will need a REAL ID-compliant driver's license or another acceptable form of ID. The TSA currently accepts several other forms of identity documents, such as passports, and will continue to do so when flying within the United States. REAL ID-compliant cards are generally marked with a star located in the upper portion of the card.
- 2. Air carriers cannot board any passenger who fails to provide the required documents. Please note that it is your sole responsibility to ensure that you meet the passport, visa, and/or health requirements of the countries you wish to visit, including any layover or stopovers and return entry into the United States. Many countries require that your passport be valid for a minimum period from the date of arrival into that country. For any questions regarding what the applicable minimum period is and any other conditions or passport/visa requirements for travel, you should contact the corresponding local consulate of the countries to which you are travelling. Visa policies vary by country, should be obtained prior to departure, and are the sole responsibility of the traveler. Visa requirements can be found on the U.S. Department of State website (http://www.travel.state.gov/content/visas/en.html).
- 3. The Program and Aspire do not have any special knowledge regarding (i) the suitability for disabled persons for any travel itinerary; or (ii) unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel.
- 4. For information concerning possible dangers at international destinations, Aspire recommends contacting the Travel Advisory Section of the U.S. State Department at 202-647-5225 or http://travel.state.gov.
- 5. For medical information, Aspire recommends contacting the Centers for Disease Control and Prevention at 800-232-4636. For foreign health requirements and dangers, go to <u>http://www.cdc.gov/travel</u>.
- 6. Minors under the age of eighteen (18) who are traveling alone or with only one parent may be required to have additional documentation. Please contact your airline or the nearest consulate of the country to which you are traveling for additional information.
- 7. If your itinerary involves an ultimate destination or stop in a country other than the country of departure, the provisions of a treaty known as the Warsaw Convention or the Montreal Convention may be applicable to your entire trip, including any portion entirely within the country of origin or destination. These conventions govern and may limit the liability of certain air carriers for death of or personal injury to passengers and/or loss of or damage to baggage.
- 8. Special requests made to a Travel Supplier are requests only and cannot be guaranteed. Fees, taxes, and charges may apply depending upon the service request.
- 9. Certain rate types do not permit credit for airline, hotel, or car loyalty programs.
- 10. Government imposed departure or entry taxes may not be included in ticket fees. You should be prepared to pay these taxes in cash at the location.

# Airline Travel:

- 1. Airline tickets are NON-REFUNDABLE and NON-CHANGEABLE unless permitted by the terms of the fare and are subject to airline rules, penalties, and fare difference. Airline policies are subject to change at any time without notice. Airline tickets must be booked at least seventy-two (72) hours prior to departure.
- 2. Any fees associated with the applicable redemption or ticket purchase will be the responsibility of the traveler at the time of booking. These fees include, but are not limited to, ticketing fees, airline fuel surcharges, and security fees. Government entry/exit fees may apply, depending on your destination. These are your sole responsibility and may be additional to your booking charges.
- 3. In addition, the rewards points price listed for airline tickets does not include any applicable baggage fees, meals, beverages, or services fees. Restrictions may apply.
- 4. Changes to and cancellations of airline tickets can be made only if the Travel Supplier and specific air ticket rules permit the changes or cancellations. Travel Suppliers may charge a ticket service fee for all exchanges, modifications, or cancellations, in addition to airline penalties and fare difference.
- 5. Unused tickets contain no value if not canceled prior to departure. To inquire about refundability of a fare you are considering, please call the appropriate airline.
- 6. All reservations must be made in the EXACT name of the person traveling. Tickets are nontransferable. Name changes are not permitted. You will be responsible for any charges issued by the Travel Supplier due to incorrect passenger information entered by you or provided to the Call Center at the time of making the reservation.
- 7. The Transportation Security Administration ("TSA") requires you to provide your full name, date of birth, and gender for the purpose of watch list screening. Failure to provide your full name, date of birth, and gender may result in denial of transport or denial of authority to enter the boarding area. TSA may share information you provide with law enforcement or intelligence agencies or others under its published system of records notice. For more on TSA privacy policies, or to review the system of records notice and the privacy impact assessment, please see the TSA website at <u>www.tsa.gov</u>.
- 8. It is recommended that passengers check in with the airline a minimum of two (2) hours prior to scheduled departure time for domestic flight itineraries and three (3) hours prior to scheduled departure time for international itineraries due to federal security requirements. Please note that airline schedules change frequently. Please reconfirm all flight dates and times with the airline twenty-four (24) hours prior to departure for domestic flights and at least seventy-two (72) hours for international flights. Advanced Passenger Information (API) is also required by the airline at least seventy-two (72) hours prior to departure per the U.S. Customs and Border Control Agency for all international flights traveling into, out of and over U.S. territories. Information needed can include but is not limited to nationality, country of residence, passport/visa number, expiration date, country of issuance and destination address. Failure to provide this information may result in delayed/denied boarding or cancellation of flights. Any costs incurred due to failure to provide this information will be at the passenger's expense.
- 9. Upgrades are not permitted on certain itineraries. Please check with the carrier directly.
- 10. Please review your itinerary, as code-share flights may exist. If a code-share flight exists in your itinerary, passengers must check in with the operating airline on day of departure.
- 11. All tickets will be issued as e-tickets, unless e-tickets are not available due to airline restrictions. If an e-ticket is unavailable, the Call Center will mail a paper ticket to you at no charge. However, if an e-ticket is available and you request a paper ticket, you may be charged a service fee and shipping/handling charges. All paper tickets will be shipped within forty-eight (48) hours to the address you provide. If your paper ticket(s) is lost, stolen, or destroyed, contact the Call Center immediately for details on how to process your claim. You may need to purchase a new ticket to travel while you are waiting for any permitted refund or credit. Additionally, you remain responsible for payment due for the lost, stolen, or destroyed ticket(s) unless a refund or credit is issued by the carrier.

- 12. Airline tickets for minors under the age of seventeen (17) traveling alone cannot be redeemed or purchased in the Program as each airline has their own rules for unaccompanied minors. These tickets must be purchased directly with the airline.
- 13. We reserve the right to correct errors in any advertised price and, if applicable, give you an option to either cancel the reservation or allow the Call Center to collect an amount equal to any increase in price from your provided credit or debit card, prior to your departure.
- 14. The Program Terms incorporate by reference the terms of each airline's contract of carriage. Passengers may inspect the full text of the contract of carriage at each airline's airport or city ticket offices. The incorporated terms of the contract of carriage may include, but are not limited to: (1) Limits on the airline's liability for personal injury or death of passengers, and for loss, damage, or delay of goods and baggage, including fragile or perishable goods; (2) Claim restrictions, including time periods within which passengers must file a claim or bring an action against the airline for its acts or omissions or those of its agents; (3) Rights of the airline to change terms of the contract; (4) Rules about reconfirmation of reservations, check-in times, and refusal to carry; (5) Rights of the airline and limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate airline or aircraft, and rerouting.
- 15. Please note that your seats, meals, frequent flyer, and other special requests are requests only. There is no guarantee that you will be assigned the seat(s) you have requested. There is also no guarantee that your meal(s), frequent flyer, and other special requests will be honored by the airline. It is therefore recommended that you contact your airline directly to confirm these requests prior to your scheduled departure date.
- 16. Airline flights may be overbooked, and there is a slight chance that a seat will not be available on a flight for which a person has a confirmed reservation. If the flight is overbooked, no one will be denied a seat until airline personnel first ask for volunteers willing to give up their reservation in exchange for a payment of the airline's choosing. If there are not enough volunteers, the airline will deny boarding to other persons in accordance with its particular boarding priority. With few exceptions, persons denied boarding involuntarily are entitled to compensation. The complete rules for the payment of compensation and each airline's boarding priorities are available at all airport ticket counters and boarding locations. Some airlines do not apply these consumer protections to travel from some foreign countries, although other consumer protections may be available. Check with your Travel Supplier.
- 17. For all flights departing from the European Union and all flights to the European Union if on a European operating carrier, if you are denied boarding or your flight is canceled or delayed for at least two hours, ask at the check-in counter or boarding gate for a document stating your rights, particularly with regard to compensation and assistance. For further information on your air passenger rights for these flights, see <a href="http://ec.europa.eu/transport/themes/passengers/air/">http://ec.europa.eu/transport/themes/passengers/air/</a>.
- 18. Failure to use any flight segment may result in automatic cancellation of all continuing and return reservations. You must advise your Travel Supplier if your travel plans change en route.
- 19. Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radiopharmaceuticals. There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person. For further information contact the Travel Supplier directly.
- 20. Please go to <u>https://www.transportation.gov/airconsumer/spray</u> to learn about the use of insecticides in certain flights.
- 21. A reservation is subject to cancellation by the Travel Supplier if the passenger is not available for boarding at the loading gate at least fifteen (15) minutes prior to scheduled departure for

flights between U.S. points, or up to thirty (30) minutes for all other travel. Be sure to check with your airline as these times vary by airline.

- 22. Failure to occupy reserved space may result in the Travel Supplier canceling, continuing, connecting, or returning space reserved by the passenger.
- 23. THE TRAVEL SUPPLIER RESERVES THE RIGHT TO REFUSE CARRIAGE TO ANY PERSON WHO HAS ACQUIRED A TICKET IN VIOLATION OF APPLICABLE LAW OR CARRIER'S TARIFFS, RULES, OR REGULATIONS.
- 24. Air reservations can be booked in advance. Your return flight must be no more than three hundred and twenty-eight (328) days from the date of departure.
- 25. Some airlines may require a birth certificate for infants under the age of two (2) traveling without charge.

## CANADA ELECTRONIC TRANSIT AUTHORIZATION (ETA)

As of March 15, 2016, visa-exempt foreign nationals who fly to or transit through Canada are expected to have an Electronic Travel Authorization (ETA). Exceptions include U.S. citizens and travelers with a valid Canadian visa. PLEASE VISIT WWW.CANADAETAVISA.COM TO OBTAIN YOUR ELECTRONIC TRAVEL AUTHORIZATION. THIS IS REQUIRED FOR YOUR TRAVEL TO OR THROUGH CANADA. CONTACT THE CONSULATE OF THE COUNTRY FOR ADDITIONAL QUESTIONS ON DOCUMENTATION THAT WILL NEED TO BE PROVIDED.

## Baggage

- 1. Airline baggage policies vary by airlines and charges may apply for checked baggage. You are responsible for such charges. Please check with the individual airline should you have questions regarding baggage charges, size limitations, or restrictions. Click on the link for "baggage fee information" shown with each flight result.
- 2. If you have excess baggage, you will have to pay any excess baggage fee assessed by each airline. These fees are to be paid directly to the airline upon using such service.
- 3. When there are two or more airlines involved for connecting flights, then you may have to reclaim your bags at the connecting airport and check-in again to continue your journey. Some airlines charge an extra fee each time bags are checked-in with that airline. Additional fees may apply and must be paid directly to the Travel Supplier.
- 4. Liability for loss, delay, or damage to baggage is limited unless a higher value is declared in advance and additional charges are paid. Excess valuation may be declared on certain types of articles. Some Travel Suppliers assume no liability for fragile, valuable, or perishable articles. Further information may be obtained from the Travel Supplier.
- 5. The Program and Aspire will not be responsible for lost, stolen, damaged, or destroyed baggage or contents of baggage.

## Hotels:

- Hotel rooms are PREPAID AND ARE NON-REFUNDABLE AND NON-CHANGEABLE unless permitted by the terms of the room/rate description. Hotel rooms must be booked at least seventy-two (72) hours prior to arrival. Hotel cancellation policies are displayed on the Program for each room type. Due to various hotel rules, date restrictions over high-demand periods, and other special circumstances, hotel cancellation terms are subject to change at any time prior to purchase. For more information on individual room types and amenities based on room type selections, please contact the hotel Travel Supplier directly.
- 2. No shows are non-refundable and will result in a total forfeiture of payment and rewards points without credit due.

- 3. You must contact the Call Center for all cancellation or modification requests. Cancellations or modifications handled by the hotel directly may result in no refund. Hotels can only be canceled in full, and not just a portion of the reservation. If you desire to shorten the length of your stay, you will need to cancel the entire reservation and rebook a new reservation.
- 4. In the event of an involuntary cancellation due to weather, war, terrorism, epidemic outbreak, natural disaster, acts of civil unrest or other acts of God, cancellation fees may be waived at the discretion of the hotel.
- 5. Policies for children vary by hotel. Child benefits may be extended should a hotel offer them.
- 6. Any charges for incidentals that you incur while traveling are not included in your reservation rate and must be paid directly to the hotel. These include, but are not limited to, resort fees, hotel energy surcharges, parking fees, room service, telephone fees, internet-usage fees, inroom movies, mini-bar charges, gratuities, babysitting, and other incidentals. Please check with the hotel for additional information on incidental charges.
- 7. Special requests, such as bed type, smoking preferences, or room amenities made to hotel Travel Suppliers are on a request only basis and cannot be guaranteed. Fees and charges may apply, depending on the service request.
- 8. At check-in, you must furnish a valid government-issued photo ID and a credit card for incidentals.
- 9. Minimum age for booking a hotel is eighteen (18) years of age at time of stay, but some hotels have different age requirements for booking.
- 10. Reservations do not include services not specified in the reservation confirmation.
- 11. Travel Suppliers will attempt to notify guests of hotel renovation or refurbishment as reasonably soon as Travel Suppliers are notified by the hotel; however, the Program and Aspire are not liable if the hotel has failed to notify you in advance.
- 12. Due to hotel Travel Supplier policies applicable to certain preferred rates, your name may not be provided to the hotel Travel Supplier until twenty-four (24) hours prior to your arrival.
- 13. Reservations are restricted to a maximum of twenty-one (21) days. If you need to stay for more than twenty-one (21) days, you will need to make another reservation.
- 14. Reservations are restricted to a maximum of eleven (11) months in advance.
- 15. You may book up to three (3) hotel rooms per reservation if they are the same room type. For additional rooms, please contact the Call Center directly.

# Car Rentals:

- 1. You must contact the Call Center for all cancellation or modification requests. Cancellation or modification requests are subject to the applicable Travel Supplier's policies. Change or cancellation fees may apply.
- 2. Car rentals must be booked at least seventy-two (72) hours prior to rental. Cancellations or modifications handled by the rental car agency directly may result in no refund. Car rentals can only be canceled in full, and not just a portion of the reservation. If desiring to shorten or extend the length of your rental, you will need to cancel the existing reservation and book a new reservation.
- 3. A valid driver's license and credit card are required at the time of pickup of the vehicle. The driver's license and credit card must be in the name of the individual who reserved the vehicle for his/her use. Debit cards may not be accepted by a car rental company.
- 4. Advance purchase rental rates in the United States usually include unlimited mileage, and most taxes and fees, although some local taxes/fees may be collected at the counter by the car rental agency. Car rental rates outside of the United States may not include unlimited mileage, taxes, and fees. These will be determined by the car rental agency. Any additional fees or charges must be paid directly to the car rental agency.

- 5. Charges for optional services such as insurance waivers, fuel, additional or underage drivers, and special equipment charges, are not included in your rental and must be paid directly to the car rental agency.
- 6. Extra days, extra hours, upgrades to higher car classes, and optional services (if applicable) are the responsibility of the renter.
- 7. The Program, Aspire and the Travel Suppliers do not guarantee a specific make, model or color of vehicle no matter what vehicle is reserved.
- 8. Geographic and cross-border restrictions may apply. One-way rentals may not be permitted by all Travel Suppliers.
- 9. No shows are non-refundable and will result in a total forfeiture of payment and rewards points, without credit due.
- 10. Cancellation fees, rental terms, and any additional fees are subject to change without notice and may vary by location.
- 11. Rental rates are based on 24-hour periods and may be subject to additional fees depending on time of return, including but not limited to hourly rental charges which will be billed directly to you by the car rental company.
- 12. Personal accident insurance, liability insurance, and loss damage waiver are not included in your rental, but may be available for an additional charge, and must be paid directly to the rental car Travel Supplier.
- 13. For domestic rentals, renters must be twenty-five (25) years of age and have a valid driver's license, major credit card, and good driving record. Rentals outside of the U.S. may require an international driver's license or compliance with other local requirements.
- 14. Car rental redemptions may not be available for all locations and destinations.
- 15. Special requests made to a car rental Travel Supplier are requests only and cannot be guaranteed.
- 16. Car rental Travel Suppliers reserve the right to deny rental for any reason, including due to past driving record.
- 17. Reservations are restricted to a maximum of twenty (20) consecutive days.
- 18. Reservations are restricted to a maximum eleven (11) months in advance.
- 19. Rental rates are not combinable with any tour or group rate, coupon, or promotion.
- 20. It is your responsibility to review the specific car rental agreement.

# Activities:

- 1. All activities are completely NON-REFUNDABLE once booked unless canceled by the activity Travel Supplier. Activities must be booked at least twenty-four (24) hours prior to activity commencement.
- 2. Activity vouchers (when provided) should be printed and provided to the activity Travel Supplier when used.
- 3. No shows are non-refundable and will result in a total forfeiture of payment and rewards points, without credit due.
- 4. Activity Travel Supplier reserves the right to change, cancel, or modify the date, length, or inclusions of activity booked without notice. You should reconfirm the activity booked at least seventy-two (72) hours prior to the activity date.
- 5. Advance bookings are restricted to a maximum of one hundred and eighty (180) days.
- 6. Some activities may require fuel surcharges and other fees depending on the activity selected. These fees are payable directly to the Travel Supplier at the time of check-in.
- 7. Some activities may have age, physical capabilities, or other restrictions.
- 8. Certain activities may be weather dependent. You should not assume that weather conditions will result in cancellation of a booked activity. Always contact the activity Travel Supplier with any questions regarding weather conditions.
- 9. Pickup locations for some activities may be subject to limitations.

- 10. Information on fuel surcharges and other fees that are associated with an activity can be found in the activity detail section for the specific activity.
- 11. Prices do not include gratuities.
- 12. Surcharges and other fees required by the Travel Supplier are subject to change.

#### **Disclaimers and Limitation of Liability**

The Program and Aspire act only as an agent for the passenger in regards to booking travel, whether by air, automobile, ship, or any other conveyance, and assume no liability for injury. damage, loss, accident, delay or irregularity which may be caused due to a defect in any vehicle, acts of God, war, riots, or by any company or person involved in conveying the passenger or in carrying out arrangements of the tour. The Program and Aspire do not accept any responsibility for losses or additional expenses due to delay or changes in schedules or other causes, such as strikes, weather or anything outside the control of the Program and/or Aspire. All such losses will be the responsibility of the passenger. The Program and Aspire reserve the right to make minor adjustments in the passenger's travel itinerary and to cancel any trip prior to departure. In the event of trip cancellation, a full refund will constitute a full settlement of all liability. The issuance of vouchers or tickets shall be deemed to be your consent to the above terms. The ticket(s), when issued, shall constitute the sole contract between the passenger and the Travel Supplier, and the Program and Aspire shall have no liability for any actions or omissions of the Travel Supplier. All rates published in any venue are based on exchange rates and tariffs and are subject to change. All taxes, gratuities, and porterage charges are subject to deletions, additions or changes without notice. These items are not under the control of the Program and/or Aspire since changes in government regulations and labor agreements cannot always be anticipated. In addition, the Program and/or Aspire are not responsible for (i) any changes initiated by the passenger after departure; (ii) any errors and/or omissions in the advertising of any travel components or activities; and/or (iii) any loss or damage caused by the acts or omissions of any third party in connection with the services provided hereunder.

THE PROGRAM, ASPIRE, AND THEIR AFFILIATES DO NOT GUARANTEE THE ACCURACY OF, AND DISCLAIM LIABILITY FOR INACCURACIES RELATING TO, THE INFORMATION AND DESCRIPTION PROVIDED FOR BY THE TRAVEL SUPPLIERS (INCLUDING, WITHOUT LIMITATION, PHOTOGRAPHS, LOGOS/ICONS, LISTS OF HOTEL AMENITIES, GENERAL PRODUCT DESCRIPTIONS, HOTEL RATINGS, ETC.). THE AVAILABILITY TO YOU OF ANY TRAVEL PRODUCTS OR SERVICES OFFERED BY THE PROGRAM DOES NOT CONSTITUTE ANY ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCTS OR SERVICES BY THE PROGRAM, ASPIRE, OR THEIR AFFILIATES. ALL TRAVEL PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE PROGRAM, ASPIRE, AND/OR THEIR AFFILIATES DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, PRODUCTS, AND SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

## SELLER OF TRAVEL INFORMATION.

Aspire Loyalty Travel Solutions, LLC complies with the laws in the states that require registration in order for an agency to sell or offer to sell travel services:

California\* (2122200-50)

Florida (ST39969

lowa (1253)

Washington (603527613)

\*Registration as a seller of travel does not constitute approval by the State of California. Aspire is not a participant in the California Travel Consumer Restitution Fund.

#### **Governing Law**

These Travel Terms & Conditions and any action or proceeding relating to the Travel Terms & Conditions or any activity arising from the use of the Program and/or Site for redemption of items covered by Section IV, 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 a user of the Site, you are in control of all your travel-planning. Aspire knows you want to remain in control of your personal information, as well.

Aspire and its Travel Suppliers 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 by Aspire, as well as offline when communicating with Aspire's call center operators. You should read this Policy before you submit any personal information to redeem travel rewards. By using the Site for the redemption of travel components, 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 for redemption of travel rewards. This Policy does not cover Credit One Bank, Travel Suppliers, third-party providers, distributors, or suppliers, which may or may not be subject to their own privacy policies. Credit One Bank's Privacy Policy is located at <a href="https://www.creditonebank.com/content/dam/creditonebank/corporate-transactional/pdf/privacy.pdf">https://www.creditonebank.com/content/dam/creditonebank/corporate-transactional/pdf/privacy.pdf</a>

## Personal Information Collected by Aspire and How it is Used

*In General.* Aspire may collect and store any personal information you enter on the Site or provide to Aspire 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/or direct telephone number. You are not obligated to provide us with any personal information, unless or until you choose to purchase a reservation or engage in other transactions on the Site. Aspire strives to limit the type of personal information that Aspire collects to information that helps Aspire accomplish its goal of providing a high level of service for the benefit of existing and prospective customers.

*Purchases.* In order to purchase travel and related services through the Site, you may provide Aspire with certain personal information such as your name, your credit card number and expiration date, your credit card billing address, your telephone number, your email address and the name or names of the person(s) traveling (if not you). Aspire may also ask you for other personal information, such as your frequent traveler numbers. Aspire requires this information so that Aspire can process, fulfill and confirm your reservations and transactions and keep you

informed of each transaction's status. If you are making a reservation for one or more travelers other than yourself, you will need to make sure that each of these other travelers agrees, in advance, that you may disclose their personal information to Aspire. For your convenience, Aspire makes certain information about your reservation available to you or other persons authorized by you to receive such information. For example, if you forget your flight number, you or another person authorized by you may retrieve that information from Aspire after providing information sufficient to confirm your identity or that such other person is authorized by you to receive that information.

*TSA Secure Flight.* Under the Transportation Security Administration (TSA) Secure Flight program, most air passengers are now required to provide their full name, date of birth, and gender (plus redress number, when applicable) at the time of booking. Aspire will not disclose this information to any third parties other than the applicable airline(s). If you are making a reservation for travellers other than yourself, you should make sure each traveller agrees, in advance, that you may disclose their personal information to Aspire for this purpose. Providing this information is voluntary; however, if it is not provided, you may be subject to additional screening or denied transport or authorization to enter a sterile area. TSA may share information you provide with law enforcement or intelligence agencies or others under its published system of records notice.

Information Collected Automatically. When you visit the Site to redeem travel components, Aspire automatically logs 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 Aspire's web servers, to know where to send data back to the user, such as the pages of the website the user wishes to view. Aspire collects this information because it helps 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 Aspire diagnose problems with servers and lets Aspire better administer its systems. It is possible to determine from an IP address a visitor's Internet Service Provider (ISP) and the approximate geographic location of his/her point of connectivity. Aspire also uses session data to help prevent fraud and/or unauthorized use of the 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 Site 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 Aspire to serve you better and more efficiently by retrieving information previously entered by the user, such as email addresses and zip codes, thereby personalizing your experience at the Site. 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 reserve or purchase travel services through the Site for a travel component, Aspire provides to the airline, hotel, car-rental agency, travel agency, or other involved third-party provider, distributor, or supplier only that portion of your personal information needed for the

successful fulfillment of your travel arrangement(s). Aspire books most of the travel services through the Global Distribution System ("GDS"), and in doing so must provide certain personal information to them (as Aspire would with any other GDS Aspire now uses or may use in the future). Aspire uses 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 Aspire customers and visitors, and by measuring demographics and interests regarding specific areas of the Site. Aspire may provide anonymous statistical information based on this data to suppliers, advertisers, affiliates and other current and potential business partners. Aspire 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.

Aspire 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, Aspire reserves the right to raise or waive any legal objection or right available.
- When Aspire believes 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 the travel provider, our customers, or others; and in connection with our Terms and Conditions 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

This Site is operated in the United States and, depending on your country of residence, the submission of personal information to the Site for travel reward redemption 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. Aspire has 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.

## V. 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, 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 Program points.

## Acceptable Use

This Site is intended for personal, noncommercial use. The content and information on this Site (including without limitation, price and availability of travel services), as well as the infrastructure used to provide such content and information, is proprietary to the Program, Aspire, and/or our Travel 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 travel itinerary (and related documents) for travel 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 (including without limitation, the purchase path for any travel services) 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 rewards points, for any purpose that is unlawful or prohibited by these Terms and any other terms, conditions, and notices.

## Modification of these Terms and Conditions and Travel 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).

# Privacy Policy, Online Privacy Statement, and California Privacy Statement



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FACTS	WHAT DOES CREDIT ONE BANK, N.A. DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • account balance and transaction history • credit history and payment history	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Credit One Bank chooses to share; and whether you can limit this sharing.	

Reasons we can share your personal information	Does Credit One Bank, N.A. share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
For our marketing purposes— to offer our products and services to you	YES	NO
For joint marketing with other financial companies	YES	NO
For our affiliates' everyday business purposes— information about your transactions and experiences	YES	NO
For our affiliates' everyday business purposes— information about your creditworthiness	YES	YES
For our affiliates to market to you	YES	YES
For our nonaffiliates to market to you	YES	YES

- 1	To limit our sharing	<ul> <li>For credit card accounts, call 800-796-6245 and one of our representatives will update your privacy choices.</li> <li>For deposit accounts, call 877-628-1610 and one of our representatives will update your privacy choices.</li> <li>Please Note: If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</li> <li>However, you can contact us at any time to limit our sharing.</li> </ul>
	Questions?	For credit card accounts, call 800-796-6245 For deposit accounts, call 877-628-1610

What we do	Vhat we do	
How does Credit One Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards, secured files and secured buildings.	
How does Credit One Bank collect my personal information?	<ul> <li>We collect your personal information, for example, when you</li> <li>apply for or open an account or make deposits or withdrawals from your account</li> <li>apply for a credit card</li> <li>use your credit card</li> <li>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</li> </ul>	
Why can't I limit sharing?	<ul> <li>Federal law gives you the right to limit only</li> <li>sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>affiliates from using your information to market to you</li> <li>sharing for nonaffiliates to market to you</li> <li>State laws and individual companies may give you additional rights to limit sharing. See below for your rights under state law.</li> </ul>	
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.	

Definitions	finitions	
Affiliates	<ul> <li>Companies related by common ownership or control. They can be financial and nonfinancial companies.</li> <li>Our affiliates include companies that utilize the name Credit One; and financial companies such as insurance agencies.</li> </ul>	
Nonaffiliates	<ul> <li>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</li> <li>Nonaffiliates we share with can include retail lenders, insurance companies, direct marketing companies, loan lead providers, customer service agencies and collection agencies.</li> </ul>	
Joint Marketing	<ul> <li>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</li> <li>Our joint marketing partners include credit card companies, financial institutions and loan service providers.</li> </ul>	

#### OTHER IMPORTANT INFORMATION

Vermont Residents: Except as permitted by law, we will not share information we collect about you with nonaffiliated or affiliated partners.

**California Residents:** Except as permitted by law, we will not share information we collect about you with nonaffiliated or joint marketing partners while you are a resident of California.

**Nevada Residents:** We are providing you this notice pursuant to Nevada law. To be placed on our Do Not Call List for credit cards, call 800-796-6245. To be placed on our Do Not Call List for deposit accounts, call 877-628-1610. For more information, visit www.CreditOneBank.com or mail your request to Credit One Bank, P.O. Box 98871, Las Vegas, NV 89193-8871. You may also contact the Bureau of Consumer Protection by phone at 702-486-3132, by email at aginfo@ag.nv.gov, or by mail at Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101.

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# **Online Privacy Statement**

This Online Privacy Statement ("Privacy Statement") describes Credit One Bank's online and mobile privacy practices and applies to websites, mobile applications that run on smartphones, tablets, and other devices ("apps"), and additional services that we offer which link to this Privacy Statement.

Information you provided Credit One Bank when you applied for or obtained a product or service from us is also governed by a separate notice entitled Privacy Policy at the top of this document. If you are such an applicant or customer, please refer to that notice for additional information about our privacy practices.

By using this website or our apps, you agree to the terms and conditions of this Privacy Statement.

#### Information We Collect – and How We Collect It

Our websites and apps are not intended to be used by children. We do not intentionally collect personal information from children under 13 without permission from their parent or legal guardians. For more information about the Children's Online Privacy Protection Act (COPPA), please refer to the FTC's website at https://www.ftc.gov/tips-advice/business-center/privacy-and-security/children%27s-privacy.

When you use our website or our apps, we may collect Personal Information that you submit to us voluntarily, or Online Activity Data that we collect passively.

**Personal Information** is information such as your name, mailing address, email address, telephone number, Social Security number, or other information that identifies you. This information may be collected when you voluntarily provide it to us through forms on our website or in our apps. These forms could include survey forms, credit card applications, contest entries, and sign in pages for online banking or mobile application access.

**Online Activity Data** includes information such as your IP address, browser type, and display/screen settings; how you interact with our website and apps; mobile device and advertising IDs; social media preferences and other social media data; and other data that may be aggregated and that doesn't identify individual consumers/customers. This data may be collected using cookies and other online tracking devices such as web beacons, depending on your browser settings. *Cookies* are small pieces of data sent from a website and stored on your computer by your web browser that can allow other websites that you visit to track your browsing activities. A *web beacon* is a small string of HTML code that represents a graphic image on a website or email. Credit One Bank may also partner with third parties to deliver advertisements and monitor activities on our own website and other websites. These partners may use cookies, web beacons, and/or other monitoring technologies to compile statistics about website visitors. Additionally, Credit One Bank may collect Online Activity Data when you use our apps or your mobile device browser to access our website, i.e. geolocation data (if you have enabled location services on your device). Credit One Bank may also collect Online Activity Data or information such as your likes, interests, feedback, and preferences when you interact with our official pages on social media websites such as Facebook, Twitter, LinkedIn, YouTube, and Instagram or from our social media partners (but only if you choose to share with them and they, in turn, share that information with us). Please refer to the policies of those companies to better understand your rights and obligations with regard to your activity on those websites.

#### How We Use Information

We may use Personal Information and Online Activity Data we have collected for a variety of reasons, including:

- to enable you to apply for a Credit One Bank credit card
- to enable you to use online tools or perform certain online transactions
- to service and manage your account, including responding to or updating you on inquiries, or to contact you about your accounts or feedback

- to offer you special products and services and deliver advertisements to you in the form of banner ads, interstitial pages (ads that appear as you sign in or sign out of your online accounts) or other promotions
- to analyze whether our ads, promotions, and offers are effective
- to help us determine whether you might be interested in new products or services, and to improve existing products and services
- · to verify your identity and/or location to allow access to your accounts, and conduct online transactions
- to manage fraud and data security risk
- to personalize and optimize your website browsing and app experiences by examining which parts of our website you visit or which aspect of our apps you find most useful
- to comply with federal, state or local laws; civil, criminal or regulatory investigations; or other legal requirements
- to share with trusted third parties who are contractually obligated to keep such information confidential, and
- to use it only to provide the services we have asked them to perform. For a description of how Credit One Bank may share information collected from consumers who have applied for or obtained a consumer product or service from us, please refer to the Privacy Policy.

#### Managing Your Online and Mobile Preferences

You are not required to provide Personal Information to browse our websites. If you provide us with Personal Information to obtain a product or service from us, our Privacy Policy governs how we share Personal Information with our affiliates and third parties.

As you access our online services, cookies and similar technologies allow us to customize content and advertisements for our products and services on our websites or apps. In order to make content and advertising as relevant as possible, we may use information about your relationship with us (such as types of accounts and transactional information). Using cookies can give you additional or easier access to certain features on our website (such as allowing you to sign in easier), and can allow us to provide you with more personalized offers. Currently, our website does not respond to browser "do not track" signals. You can set your browser to not accept cookies or to indicate when cookies are sent.

Some mobile devices come with a non-permanent advertising identifier or ID which gives companies the ability to serve targeted ads to a specific mobile device. In many cases, you can turn off mobile device ad tracking or you can reset the advertising identifier at any time within your mobile device privacy settings. You may also choose to turn off location tracking on your mobile device. By turning off ad tracking or location tracking on your mobile device, you may still see the same number of ads as before, but they may be less relevant because they will not be based on your interests. User mobile data will not be shared.

#### Behavioral Advertising on Third Party Websites

Certain Credit One Bank partners may use unique cookies to collect Online Activity Data on our website or apps to advertise on third party websites Credit One Bank products and services that may be of interest to you. Our partners are subject to their own privacy policies. To explore options for opting out of behavioral advertising, visit http://optout.aboutads.info/ or click on the AdChoices icon in an ad and follow the instructions. You may also use the Network Advertising Initiative's (NAI) Opt-Out Tool or other tools provided by the publishing platform. Opting out relies on information in the unique cookies placed on your web browser by our partners, so if you delete cookies, use a different device, or change web browsers, you may need to opt out again. Additionally, we may partner with websites like Google and Yahoo to display ads to you based on search terms you use on those websites. Please review the privacy policies of those websites for instructions on how to limit these ads. Please note that you may still receive general online advertising from Credit One Bank even after you adjust your ad preferences with certain web search engines or opt out of online advertising through AdChoices or the NAI tool. Such advertising, however, will not be based on Online Activity Data or search term information. Our marketing emails include instructions on how to opt out of receiving such emails in the future.

# **Updating Your Information**

Keeping your account information up-to-date is important. You may review or update certain account information by signing in to your account online. If you cannot change the incorrect information online, or you prefer to request changes offline, please see the Customer Service section on our website, or call 877-825-3242 or write to us using the contact information listed on your account statements, records, or other account materials.

# Links

Our websites may include links to third-party websites. These third parties are not subject to this Privacy Statement or to the Privacy Policy. Please review their privacy notices when visiting these websites.

# Information Security

At Credit One Bank, we are committed to protecting your personal and financial information. If we collect identifying information from you, we will protect that information with security measures based on internationally recognized security standards, regulations, and industry-based best practices.

# **Changes to this Privacy Statement**

Credit One Bank may change its online privacy practices in the future and we may revise this Privacy Statement to reflect material changes. This Privacy Statement was last revised July 1, 2018, and is effective as of that date.

## Glossary

AdChoices: Allows individuals to opt out of browser-enabled interest-based advertising by some or all participating companies, using opt-out cookies to store your preferences in your browser.

**Browser:** An application used for accessing websites or information on a computer network. Examples include Chrome, Safari, Edge, Internet Explorer, and Firefox.

**Business partners:** Companies we partner with to jointly market and/or deliver products and services to you. Business partners include affinity or co-brand business partners. They may not use this information to independently market to you unless you consent.

**Cookies:** Small pieces of data sent from a website and stored on your computer by your web browser that can allow other websites that you visit, and the advertising companies and content partners for those websites, to track your browsing activities. Cookies do not store personal information.

**Privacy Policy:** A Credit One Bank product-specific privacy notice, which we provide to customers at account opening and annually thereafter pursuant to federal law. It describes our privacy practices and provides you the right to opt out of certain types of information sharing.

**IP address:** A unique "Internet Protocol" number assigned to a device connected to the Internet. Credit One Bank treats IP addresses as non-personal information unless otherwise required by law.

**Operating system:** Software that controls the operation of a computer and directs the processing of programs, such as Microsoft Windows or macOS.

**Service providers:** Vendors with whom we have a contractual relationship to perform services on our behalf. Vendors may not use personal information for any purpose other than carrying out those services.

Session: The time from when a customer is signed in to a website or app to when the customer is signed out.

**Social media:** Websites and apps that enable users to create and share content or to participate in social networking, such as Facebook, Twitter, LinkedIn, YouTube, and Instagram.

Third-party websites: Sites that are not owned or operated by Credit One Bank and are not subject to our Privacy Statement.

**Web beacon** (alternatively referred to as a tracking bug, tag, page tag, tracking pixel, pixel tag, or clear gif): An often-transparent graphic image, usually no larger than 1 pixel x 1 pixel, that is placed on a website or in an email that is used to monitor the behavior of the user visiting the website or interacting with the email. Web beacons can be used for activities like site traffic reporting, unique visitor counts, advertising auditing and reporting, and personalization.

# **California Privacy Statement**

This California Privacy Statement is for California Residents only and supplements the Privacy Notice. This policy describes the personal information that Credit One Bank, N.A. ("we," "our," or "us") collects in the course of its business, explains how this information is collected, used, shared, and disclosed, describes rights provided by the California Consumer Privacy Act of 2018 ("CCPA") to California Residents ("consumers" or "you") regarding their personal information, and explains how consumers can exercise those rights.

## What is Personal Information?

We may collect, use, or share your personal information. Personal information is information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with you or your household ("personal information"). "Personal information" does not include: (1) publicly available information, such as information that is lawfully made available from federal, state, or local records, and (2) de-identified or aggregate consumer information.

With a limited exception, and as noted in other sections of this privacy policy, certain provisions of the CCPA do not apply to:

 Certain personal information covered by or collected under industry-specific federal and state privacy laws including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, the California Confidentiality of Medical Information Act, the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act, the California Financial Information Privacy Act, and the Driver's Privacy Protection Act of 1994.

#### Personal Information We Collect, Use, or Share

The CCPA requires us to disclose certain information regarding our collection, use, and sharing of personal information.

#### Collecting Your Personal Information

In the past 12 months, we have collected the following categories of personal information:

- Identifiers. This may include real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, social security number, driver's license number, passport number, or other similar identifiers.
- Personal information described in the California Customer Records Statute (Cal. Civ. Code § 1798.80(e)). This may
  include a name, signature, Social Security number, physical characteristics or description, address, telephone number,
  passport number, driver's license or state identification card number, insurance policy number, education, employment,
  employment history, bank account number, credit card number, debit card number, or any other financial information, medical
  information, or health insurance information.
- Internet or other similar network activity. This may include browsing history, search history, or information on a consumer's interaction with a website, application, or advertisement.
- Geolocation data. This may include physical location or movements.
- Inferences drawn from other personal information. This may include information, data, assumptions, or conclusions derived from facts, evidence, or another source of information or data reflecting your preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, or aptitudes.

In the past 12 months, we have collected personal information from the following categories of sources:

- You (or your representative)
- Data Analytics Providers
- Marketing Partners
- Our websites and mobile applications
- Third-party websites, such as social media websites
- Service Providers
- Credit reporting agencies

We may collect your personal information for the following business or commercial purposes:

- Account Services: We use personal information to offer our account services, including: (1) establishing, maintaining, supporting, and servicing an account you may have opened with us and for which you provided the information or that you may have applied for or established with us; (2) providing services, products, or information you may have requested from us; and (3) performing services such as maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing analytic services, or providing similar services on our own behalf or on the service provider's behalf.
- Security and Fraud Detection: We use personal information for our security and fraud detection services including: detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity; and prosecuting those responsible for that activity.
- **Debugging**: We use personal information to engage in debugging to identify and repair errors that impair existing intended functionality.
- Improvement of Products and Services: We use personal information to verify, maintain, and improve our products and services.
- Internal Research: We use personal information for our internal research related to technological development and demonstration.
- Advertising and Marketing Services: We use personal information to provide advertising or marketing services on our own behalf.
- Audits: We use personal information to audit current interactions with you and related transactions (e.g., counting and verifying ad impressions, auditing compliance).
- Merger/Acquisition/Bankruptcy, etc.: We may use your personal information as part of a merger, acquisition, bankruptcy, or other transaction where a third party assumes control of us.
- Commercial/Economic Interests: We use personal information to advance our commercial or economic interest.
- Legal Obligations: We use personal information to comply with legal obligations.

## Disclosing Your Personal Information for a Business or Commercial Purpose

We may disclose your personal information to service providers and third parties in order to carry out specific business or commercial purposes. In the preceding 12 months, we have disclosed the following categories of consumer personal information for business or commercial purposes to service providers and the following categories of third parties:

- Identifiers to Data Analytics Providers, Marketing Partners, and attorneys and legal counsel.
- Personal information described in the California Customer Records Statute (Cal. Civ. Code § 1798.80(e)) to Data Analytics Providers, Marketing Partners, and attorneys and legal counsel.
- Internet or other similar network activity to Data Analytics Providers, Marketing Partners, and attorneys and legal counsel.
- Geolocation data to Data Analytics Providers, Marketing Partners, and attorneys and legal counsel.
- Inferences drawn from other personal information to Data Analytics Providers, Marketing Partners, and attorneys and legal counsel.

In the preceding twelve (12) months, we have not sold any personal information. In addition, we do not sell personal information. Also, it is our business practice not to sell the personal information of minors under 16 years of age and we have no actual knowledge of doing so.

#### Your Rights under the CCPA

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As described in more detail below, the CCPA provides you with certain rights regarding the collection, use, and disclosure of your personal information. The CCPA also provides consumers with certain rights (for example, opt-out rights) if a business sells personal information, which we do not do.

## The Right to Know About Personal Information Collected, Used, or Disclosed

You have the right to request that we provide you with certain information about the personal information we collect, use, or well as the categories and specific pieces of information that we have collected about you in the 12 months before your submission consumer request. Specifically, you have the right to request the following

- The specific pieces of personal information we have about you.
- The categories of personal information we have collected about you, including:
  - The categories of personal information we have collected about you in the past 12 months.
  - The categories of sources from which the personal information about you was collected.
  - o Our business or commercial purpose for collecting your personal information.
  - If we shared your personal information:
    - The categories of personal information that we disclosed about you for a business purpose in the past 12 months and, for each category identified, the categories of third parties to which it disclosed that particular category of personal information; and
    - The categories of third parties that we share personal information.

A household may request to know aggregate household personal information by submitting a verifiable consumer request. Also, unless the household has a password-protected account, if all consumers in a household jointly request access to specific pieces of information for the household, we can individually verify the identity of all the members of the household, and we can verify that each member is a current member of the household, then we will comply with the request.

However, there is certain information that we will not disclose to you. This information includes but is not limited to your Social Security number, driver's license number or other government-issued identification number, financial account number, any health insurance or medical identification number, an account password, security questions and answer, or unique biometric data generated from measurements or technical analysis of human characteristics.

## The Right to Request Deletion of Personal Information

You have the right to request that we delete any personal information that we have collected from you and maintained about you. Once we receive and confirm your verifiable consumer request, if we determine that we must comply with a deletion request and delete your personal information from our records, we will also direct any service providers we work with to also delete your personal information from their records. If we store any of your personal information in our archived or back-up systems, we will delete your information once the systems are accessed, restored, and/or used.

A household may request the deletion of aggregate household personal information by submitting a verifiable consumer request. In addition, unless the household has a password-protected account, if all consumers in a household jointly request deletion of household personal information, we can individually verify the identity of all the members of the household, and we can verify that each member is a current member of the household, then we will comply with the request.

Please note that we may deny your deletion request for a number of different reasons, which are identified in the CCPA.

## Exercising Your Rights under the CCPA

## Submitting a Verifiable Request to Know or Request to

To exercise your Right to Know or your Right to Delete, please submit a verifiable consumer request to us by

- Phone: 1-877-791-4133
- Email: CAprivacy@creditone.com

To submit a verifiable consumer request, you (or your authorized agent) will be asked

- If you are a current or former customer, you must provide the following information:
  - 1. First and Last Name,
  - 2. Home Address,
  - 3. Email Address,
  - 4. Telephone Number, and
  - 5. Credit One Bank Account Number
- If you are not a current or former customer you must provide:
  - 1. All the information required for a current customer (not including a Credit One Bank Account Number)
  - 2. A copy of the front and back of your Driver's License or State ID card, mailed to:

Credit One Bank ATTN: CCPA - Compliance PO BOX 98838 Las Vegas, NV 89193-8838

Only you (or an authorized agent) may make a verifiable consumer request.

## Verifying Your Identity

Once you submit your verifiable consumer request, we will verify your identity by matching the information you provided us with information in our systems. If you submit a request to know specific pieces of personal information or a request to delete certain information, in addition to verifying your identity with information we have on file, you also may be required to submit a signed declaration under penalty of perjury stating that the requestor is the consumer whose personal information is the subject of the

request. If we are unable to respond to your request for specific pieces of information, we will evaluate your request as if it is a request to know the categories of personal information that we have collected about you.

If you have a password-protected account with us, we may verify your identity through our existing authentication practices for your account and we will also require you to re-authenticate yourself before we disclose your personal information. If we suspect fraudulent or malicious activity on or from your account, we will not comply with your request until we perform further verification to determine whether your request is authentic and you are the person about whom we have collected the personal information.

We will generally avoid requesting additional information from you to verify you. However, if we cannot verify your identity based on the information we currently maintain, we may request additional information from you, which will only be used to verify your identity and for security or fraud-prevention purposes. We will delete any new personal information we collect to verify your identity as soon as practical after processing your request unless otherwise required by the CCPA

Generally, if we are unable to verify your identity, we will deny your request and inform you of our inability to verify your identity and explain were unable to do so.

Please note that we are only required to respond to your request for access to your personal information twice within a 12-month period.

#### Responding to Your Request to Know or Delete

Once we receive your verifiable consumer request, we will confirm our receipt of your request within 10 business days and provide you with additional information about how we will process the request. Our goal is to respond to your request within 45 calendar days of receiving the request, beginning on the day we receive the request. However, in the event that we need more time (up to 90 calendar days) to respond to your request, we will provide you with notice and an explanation of the reasons that we will take more than 45 calendar days to respond. Any disclosures we provide will cover the 12-month period preceding the verifiable consumer request's receipt. If we are unable to comply with a given request, we will provide you with a response explaining why we have not taken action on your request and identifying any rights you may have to appeal the decision.

We will not charge you or your authorized agent to verify your identity. In addition, we will not charge you or your authorized or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request. agent a fee to process

#### Authorized Agent for Requests

You may designate an authorized agent to make a request on your behalf. Unless you have a power of attorney, if you would like to use an authorized agent, which is an individual or business registered with the Secretary of State that you have authorized to act on your behalf, to submit a request, you must provide the authorized agent with written and signed permission to do so, verify your own identity directly with us, and directly confirm that you provided the authorized agent with permission to submit the request. We may deny a request from an authorized agent that does not submit proof that they are authorized to act on your behalf.

#### **Non-Discrimination**

We will not discriminate against you for exercising any of your CCPA rights. For example, unless otherwise permitted by

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you with a different level or quality of goods or services.
- Suggest that you will receive a different price or rate for goods or services or a different level or quality of goods or services.

#### **Changes to Our California Privacy Statement**

We are required by law to update this California Privacy Statement at least once each year. This California Privacy Statement was last updated on November 5, 2021.

During the period of July 1, 2020 through June 30, 2021, Credit One Bank received no data requests by California residents.

## **Contact Information**

If you have any questions regarding our privacy policies, our California Privacy Statement, the ways in which we collect, use, and disclose your personal information, or how to exercise your rights under the CCPA, please do not hesitate to contact us at:

Phone: 1-877-791-4133 Email: CAprivacy@creditone.com Postal Address: Credit One Bank, N.A. ATTN: CCPA - Compliance PO BOX 98838 Las Vegas, NV 89193-8838