Nibbles Promotion Terms and Conditions

Last Modified: November 9, 2026

These Nibbles Promotion Terms and Conditions (these "**Promotion Terms**") govern your participation in the Nibbles Promotions Program (the "**Program**"). By enrolling in, viewing, or using any promotion made available through the Program, you agree to be bound by these Promotion Terms. If you do not agree to these Promotion Terms, you should not participate in the Program.

The Program is offered and administered solely by Nibbles PBC ("**Nibbles**"). Lead Bank, Member FDIC ("**Lead Bank**"), is the issuer of the Card and is responsible for the terms and conditions of your Card account. Lead Bank does not sponsor, administer, or manage the Nibbles Points program and is not responsible for providing any rewards or other benefits under it. Questions about the Program or Nibbles Points should be directed to Nibbles. For questions about your Card account, see your Cardholder Agreement.

These Promotion Terms should be read together with: (i) the specific terms and conditions (the "**Offer Terms**") applicable to each individual promotional offer (each, an "**Offer**"), and (ii) your Nibbles Consumer Credit Card Agreement with Lead Bank (the "**Cardholder Agreement**") governing your Nibbles Mastercard® credit card issued by Lead Bank, Member FDIC, pursuant to a license from Mastercard International Incorporated (the "**Card**"), which you can access through the Nibbles app or by contacting Nibbles Customer Service.

A. How the Nibbles Promotions Program Works

This section explains how holders of a Nibbles Card (each a "**Cardholder**") can participate in the Program, including eligibility, enrollment, Qualifying Transactions (as defined below), and fulfillment of offers.

Program Overview

The Program makes Offers available to eligible Cardholders. The Program encompasses two categories of Offers:

- **Statement Credit Offers:** Promotional offers funded in whole or in part by third-party vendor partners, under which eligible Cardholders who complete a Qualifying Transaction receive a statement credit applied directly to their Card account balance in the amount and subject to the conditions specified in the applicable Offer Terms.
- **Points Offers:** Promotional offers under which eligible Cardholders earn additional Nibbles Points (above the base earning rate) under the Nibbles Credit Card Points Rewards Program by completing a Qualifying Transaction in the amount and subject to the conditions specified in the applicable Offer Terms. Points Offers may include elevated points multipliers, bonus points promotions, and other points-based incentives.

Each Offer will have its own Offer Terms, which describe the specific requirements, benefits, limitations, and other conditions applicable to that Offer. The Offer Terms for each Offer are incorporated into and form part of these Promotion Terms. You should review the applicable Offer Terms carefully before enrolling in any Offer.

Eligibility

To be eligible to participate in the Program and any Offer, you must hold an open, active Nibbles Card account (a "**Card Account**") that is not delinquent, canceled, suspended, or otherwise not in good standing, both at the time you enroll in or complete a Qualifying Transaction for an Offer and at the time of Offer fulfillment. Your Card must be issued to a Cardholder residing in the United States.

Eligibility for a specific Offer may be further limited or varied by Card product, account tenure, geographic location, Cardholder segment, or other criteria specified in the applicable Offer Terms. Not all Offers will be available to all Cardholders, and Offers may be dynamic, personalized, and limited in quantity or duration.

Nibbles may determine eligibility in its sole discretion. Nibbles reserves the right to restrict, suspend, or revoke eligibility for the Program or any individual Offer at any time, including for suspected fraud, abuse, misuse, automated or unauthorized enrollment, or other activity inconsistent with the intent of the Program, all without prior notice or liability.

Enrolling in an Offer

You are automatically enrolled in the Program by virtue of holding an open, active Card Account in good standing. No separate program-level enrollment action is required.

However, individual Offers generally require you to take a specific enrollment action before completing a Qualifying Transaction. Offer-specific enrollment mechanics vary by Offer type and will be specified in the applicable Offer Terms. Enrollment mechanics may include:

- Adding a specific Offer to your Card through the Nibbles app, website, or dashboard before making a transaction (similar to an "Add to Card" action);
- Clicking through a designated tagged link in the Nibbles app, email, or dashboard to activate a tracking session before completing a transaction at an eligible merchant or vendor partner;
- Adding your Card to a supported digital wallet (Apple Pay, Google Pay, or Samsung Pay) as a prerequisite to a wallet-linked Offer; or
- Such other enrollment action as specified in the applicable Offer Terms.

Important: Unless the applicable Offer Terms expressly state otherwise, Offers are **not** automatically applied. You must complete the required enrollment action **before** making the Qualifying Transaction for that transaction to count toward the Offer. If you do not enroll in an Offer before making a transaction, that transaction will not qualify, even if it otherwise meets the Offer requirements.

Offers are non-transferable between Cardholders and cannot be transferred between Card Accounts. The same Card used to enroll in an Offer must generally be used to complete the Qualifying Transaction in order for the Qualifying Transaction to count, unless the applicable Offer Terms provide otherwise.

Qualifying Transactions

A "**Qualifying Transaction**" is a purchase of goods or services using the Card that satisfies all conditions set forth in these Promotion Terms and the applicable Offer Terms. Each Offer may specify a minimum spend threshold, a particular merchant or merchant category, a purchase channel (e.g., in-store, online), timing requirements, or other conditions.

The following transactions are excluded from Qualifying Transactions and will not count toward any Offer, regardless of what is stated in the Offer Terms:

- Cash advances, balance transfers, and convenience check transactions;
- Person-to-person ("P2P") payments;
- Purchases of foreign currency, cryptocurrency, traveler's checks, money orders, wire transfers, or other cash equivalents;
- Payments of Card fees, interest charges, or finance charges;
- Purchases made using a third-party digital wallet or payment intermediary that masks the underlying Card details, except for supported digital wallet transactions (Apple Pay, Google Pay, or Samsung Pay) expressly permitted by the applicable Offer;
- Purchases of prepaid cards or the reloading of prepaid cards; and
- Transactions subsequently returned, refunded, charged back, or reversed, in whole or in part.

Merchant category codes ("MCCs") assigned by the payment network or the merchant's payment processor may be used to identify eligible merchants or to exclude certain purchase categories. Nibbles does not determine or control MCC assignments. If a merchant's MCC does not match the category specified in an Offer, the transaction may not qualify, even if the merchant's products or services appear to fall within the category.

Nibbles relies on transaction data and merchant identifiers provided by the Mastercard network, payment processors, and merchants to identify Qualifying Transactions. Nibbles must receive

sufficient transaction information to determine that a transaction meets the requirements of an Offer. Transactions that cannot be identified as qualifying, such as those made through resellers, third-party payment processors, delivery services, or other intermediaries that obscure the underlying merchant, may not be recognized as Qualifying Transactions. Nibbles is not responsible for any merchant's or processor's failure to provide accurate or timely transaction data.

Only the portion of a Qualifying Transaction actually charged to the Card will be considered in determining whether the Offer requirements (including any minimum spend threshold) have been met. If a transaction is split across multiple payment methods, only the amount charged to your enrolled Card will count. For Qualifying Transactions made in a foreign currency, the minimum spend requirement must be satisfied after conversion to U.S. dollars. Conversion fees and related charges do not count toward the minimum spend.

Timing requirements, including offer start and end dates, transaction windows, and enrollment deadlines, will be specified in the applicable Offer Terms. To be eligible for an Offer, the Qualifying Transaction must generally be completed no later than the offer's stated expiration date and time, as set forth in the Offer Terms.

Fulfillment of Offers

Offers may be fulfilled in the form of statement credits or Nibbles Points, as specified in the applicable Offer Terms.

If you satisfy all applicable requirements of an Offer, the statement credit(s) or Nibbles Points (as applicable) will generally be applied to your Card Account within the timeframe stated in the applicable Offer Terms, provided that Nibbles receives sufficient information from the merchant, payment network, or other source to confirm the transaction as qualifying. In certain cases, fulfillment may take up to 90 days after the offer's expiration date.

Nibbles reserves the right to withhold, delay, or reverse fulfillment of any Offer, in its sole discretion, if it determines that:

- The Offer conditions were not met;
- A Qualifying Transaction was cancelled, returned, refunded, charged back, or reversed, in whole or in part;
- The Card Account is not in good standing at the time of fulfillment (including if the account is delinquent, closed, canceled, or suspended);
- Fraudulent, abusive, or suspicious activity has occurred in connection with the Card or the Offer; or
- A technical or processing error resulted in an incorrect credit or points award.

Nibbles shall not be liable for any failure, error, or delay in fulfillment of an Offer that results from acts or omissions of merchants, payment processors, payment networks, delivery services, or any other third parties, or from circumstances beyond the reasonable control of Nibbles, including technological malfunctions, system outages, or force majeure events.

Statement Credits

Statement credits earned through a Statement Credit Offer will be credited in U.S. dollars to the Card Account balance. Statement credits:

- Will reduce the Card Account balance but will not count toward the minimum payment due;
- Are non-transferable and may not be applied to any other Card Account;
- Are not redeemable for cash;
- May be reversed if the underlying Qualifying Transaction is later cancelled, returned, refunded, charged back, or otherwise deemed ineligible; and
- Will not be issued if the Card Account is delinquent, closed, canceled, suspended, or otherwise not in good standing at the time of fulfillment.

The specific amount, per-Cardholder limit, and posting timeframe for statement credits will be set forth in the applicable Offer Terms. Statement credits are operationally and legally distinct from points-redemption statement credits under the base Nibbles Credit Card Points Rewards Program.

Nibbles Points

Additional Nibbles Points earned through a Points Offer are credited to the Cardholder's points balance under the Nibbles Credit Card Points Rewards Program and are subject to the Nibbles Credit Card Points Rewards Terms and Conditions (the “Rewards Terms”), including the rules governing accrual, redemption, expiration, and forfeiture set forth therein. Points earned through a Points Offer are awarded in addition to points normally earned on purchases under the base rewards program.

To receive Nibbles Points under a Points Offer, your Card Account must be open, active, and in good standing, and must be enrolled in the Nibbles Credit Card Points Rewards Program. Points earned under a Points Offer may be redeemed as a statement credit to the Card Account balance at the program's standard conversion rate ($0.01 per point), as described in the Rewards Terms.

Points will not be credited if your Card Account is closed, or if the Qualifying Transaction is returned, refunded, reversed, or disputed. Points credited in error may be reversed, which may result in a negative points balance. If your Card Account is closed before you redeem earned points, those points and their cash value will be forfeited as described in the Rewards Terms.

Offer Availability

Enrollment in Offers may be limited and is not guaranteed. Offers may be available to a limited number of Cardholders, may be available for a limited duration, may be dynamic and personalized, and may differ by Cardholder, Card Account, or any other eligibility criteria determined by Nibbles. The Offers displayed in the Nibbles app, on the Nibbles website, or within other channels may change at any time, and different Offers may appear at different times for different Cardholders.

Applicable per-Offer and per-Card Account limits (such as the maximum number of statement credits or points per Cardholder, or a maximum aggregate benefit amount) will be specified in the Offer Terms.

Participating vendor partners and merchants, as well as available Offers, are subject to change without notice.

Merchants and Vendor Partners

Purchases of products or services from merchants in connection with Statement Credit Offers are subject to the merchant's own terms, conditions, policies, and practices, including return, exchange, warranty, shipping, delivery, and privacy policies. Nibbles is not a party to any transaction between you and a merchant, is not an agent of any merchant or vendor partner, and does not control or endorse any merchant or vendor partner, its operations, or its offerings.

Nibbles makes no representations or warranties, express or implied, regarding any merchant or vendor partner, its content, products, or services, including without limitation their quality, merchantability, fitness for a particular purpose, legality, safety, or compliance with applicable laws. All disputes concerning a merchant's or vendor partner's products or services, including claims relating to defects, misrepresentations, or unsatisfactory experiences, must be resolved directly with the merchant or vendor partner.

To the maximum extent permitted by law, Nibbles disclaims all liability arising from or related to any merchant or vendor partner content, products, services, acts, or omissions, and you agree that Nibbles shall have no responsibility for any losses, damages, costs, or expenses incurred in connection with your dealings with any merchant or vendor partner.

Nibbles may receive compensation, fees, or other financial benefits from vendor partners in connection with Offers, including for Cardholder transactions that qualify for benefits under these Promotion Terms.

B. Privacy and Data Use

By participating in the Program, you acknowledge and agree that Nibbles may use your transaction data, account information, and other personal information in connection with the Program for the following purposes:

- To identify and verify Qualifying Transactions and confirm eligibility for Offers;
- To determine your eligibility for specific Offers based on transaction history, account characteristics, and other information;
- To tailor and present Offers that may be relevant to you based on your spending patterns, geographic location, and other factors;
- To communicate with you about enrolled Offers, including confirmations, reminders, and fulfillment status updates; and
- To improve, develop, and administer the Program.

For Offers funded by vendor partners, Nibbles may share limited transaction data with the applicable vendor partner solely as necessary to verify Qualifying Transactions and administer the Offer. Nibbles does not share your name, contact information, or Card number with vendor partners for their independent marketing purposes without your separate consent.

All collection, use, and disclosure of your personal information in connection with the Program is governed by the Nibbles Privacy Policy (available at nibbles.com/privacy-policy/), which is incorporated into these Promotion Terms by reference.

C. Fraud and Misuse

Nibbles reserves the right to investigate and take appropriate action, including withholding, reversing, or canceling benefits, suspending or terminating Program participation, and/or closing a Card Account, in each case in accordance with Lead Bank's account-management policies and applicable law., if Nibbles suspects or determines that a Cardholder has engaged in any of the following activities in connection with the Program:

- Fraudulent activity, including the use of false or misleading information to enroll in or redeem an Offer;
- Abuse or misuse of the Program, including patterns of transactions designed to earn benefits without a genuine intent to acquire and retain the purchased goods or services (such as making purchases and then immediately returning them);

- Automated or unauthorized enrollment in Offers, including through bots, scripts, or unauthorized third-party services;
- Making excessive charges that are outside the scope of usual or customary credit card usage; or
- Any other activity that Nibbles determines, in its sole discretion, is inconsistent with the intent of the Program or these Promotion Terms.

Nibbles may take the foregoing actions without prior notice and without liability to the Cardholder. Any benefits earned through fraud or abuse may be recovered by Nibbles, including by debiting the Card Account.

D. Availability; Limitations of Liability; Disclaimer of Warranties

THE PROGRAM AND ALL OFFERS ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. NIBBLES EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, WITH RESPECT TO THE PROGRAM, ANY OFFER, AND ANY PRODUCTS OR SERVICES PROVIDED BY VENDOR PARTNERS OR MERCHANTS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NIBBLES, LEAD BANK, AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO YOUR PARTICIPATION IN THE PROGRAM, ANY OFFER, OR ANY QUALIFYING TRANSACTIONS, REGARDLESS OF THE THEORY OF LIABILITY.

Without limiting the foregoing, Nibbles shall not be liable for: (a) any failure, delay, or error in the administration of the Program or any Offer due to technical issues, system outages, or circumstances beyond Nibbles' reasonable control; (b) any acts or omissions of vendor partners, merchants, payment processors, or payment networks; (c) any losses arising from a Cardholder's transactions with a vendor partner or merchant; or (d) any loss of points, statement credits, or other benefits resulting from a Cardholder's failure to comply with these Promotion Terms or the applicable Offer Terms.

Nothing in these Promotion Terms is intended to expand, alter, or limit the separate indemnification, limitation of liability, or other provisions set forth in your Cardholder Agreement with Lead Bank or the Nibbles Terms of Use, which continue to apply to the fullest extent applicable.

E. Relationship to Other Agreements

These Promotion Terms supplement, and do not replace, the following agreements and disclosures, each of which remains in full force and effect:

- The Nibbles Terms of Use (available at nibbles.com/terms-of-use/);
- The Nibbles Privacy Policy (available at nibbles.com/privacy-policy/);
- Your Nibbles Consumer Credit Card Agreement with Lead Bank (the “Cardholder Agreement”); and
- The Nibbles Credit Card Points Rewards Terms and Conditions (the “Rewards Terms”).

These Promotion Terms do not amend, alter, or replace any disclosure you receive in connection with your Card Account, including information on your periodic billing statement or in your Cardholder Agreement.

Conflicts with the Cardholder Agreement: In the event of any inconsistency or conflict between these Promotion Terms and your Cardholder Agreement, the Cardholder Agreement will control and prevail with respect to matters concerning your Card Account generally (including fees, interest rates, billing, and payments). These Promotion Terms will control solely with respect to your participation in the Program.

Conflicts with Offer Terms: Each individual Offer will have its own Offer Terms, which are incorporated into and form part of these Promotion Terms. In the event of a conflict or inconsistency between these Promotion Terms and the specific Offer Terms for a given Offer, the specific Offer Terms will control solely with respect to that Offer.

F. Governing Law

These Promotion Terms and any claims or disputes arising out of or relating to these Promotion Terms, your participation in the Program, or any Offer shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles.

G. Dispute Resolution

Sending a Claim Notice: Before beginning a lawsuit or arbitration, you and Nibbles agree to send a written notice (a claim notice) to each party against whom a claim is asserted, in order to provide an opportunity to resolve the claim informally. The claim notice must describe the claim

and state the specific relief demanded. Notice to Nibbles must include your name and address and be sent to 1606 Headway Cir #9070, Austin, TX 78754. If the claim proceeds to arbitration, the amount of any relief demanded in a claim notice will not be disclosed to the arbitrator until after the arbitrator rules.

Arbitration: You or Nibbles may elect to resolve any claim by individual arbitration. Claims are decided by a single neutral arbitrator. If arbitration is chosen by any party, neither you nor Nibbles will have the right to litigate that claim in court or have a jury trial on that claim. Further, you and Nibbles will not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's authority is limited to claims between you and Nibbles alone. Claims may not be joined or consolidated unless you and Nibbles agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award. The arbitrator’s decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator’s decision will be final and binding. Other rights you or Nibbles would have in court may also not be available in arbitration.

The party electing arbitration may select either JAMS (1-800-352-5267, jamsadr.com) or the American Arbitration Association (“AAA”) (1-800-778-7879, adr.org). Claims will be resolved pursuant to this Arbitration provision and the rules of the selected organization in effect when the claim is filed, except where those rules conflict with these Promotion Terms. If Nibbles chooses the organization, you may select the other within 30 days after receiving notice of our selection. Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization if you and Nibbles agree in writing or to an arbitrator appointed pursuant to Section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (“FAA”). Nibbles will not elect arbitration for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You or Nibbles may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered. Either you or Nibbles may delay enforcing or not exercise rights under this Arbitration provision, including the right to arbitrate a claim, without waiving the right to exercise or enforce those rights.

Limitations on Arbitration: If either party elects to resolve a claim by arbitration, that claim will be arbitrated on an individual basis. There will be no right or authority for any claim to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, other Cardholders or other persons similarly situated.

Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of these Limitations on Arbitration is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) will not apply.

Arbitration Procedures: This Arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the Limitations on Arbitration, the arbitrator may otherwise award any relief available in court. You and Nibbles agree that the arbitration will be confidential. You and Nibbles agree that you and Nibbles will not disclose the content of the arbitration proceeding or its outcome to anyone, but you or Nibbles may notify any government authority of the claim as permitted or required by law. If your claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing or by an in-person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, subject to each party's right to appeal as stated in this section and/or to challenge or appeal an arbitration award pursuant to the FAA. To initiate an appeal, a party must notify the arbitration organization and all parties in writing within 35 days after the arbitrator's award is issued. The arbitration organization will appoint a three-arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. The appeal will otherwise proceed pursuant to the arbitration organization's appellate rules. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.

Arbitration Fees and Costs: You will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees, but only up to the amount of the filing fees you would have incurred if you had brought a claim in court). Nibbles will be responsible for any additional arbitration fees. At your written request, Nibbles will consider in good faith making a temporary advance of your share of any arbitration fees or paying for the reasonable fees of an expert appointed by the arbitrator for good cause. If the arbitrator rules in your favor for an amount greater than any offer Nibbles made before the final hearing in arbitration, the arbitrator's award will include: (1) any money to which you are entitled, but in no case less than $5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.

H. Modification and Revocation Rights

Nibbles reserves the right, in its sole discretion and at any time, to modify, suspend, restrict, or terminate:

- Any individual Offer, including its terms, conditions, benefits, duration, or eligibility criteria;
- The Program as a whole, including the types of Offers available, program features, or program rules; or
- A Cardholder's participation in the Program or any Offer.

Nibbles may take any of the foregoing actions with or without prior notice, including in cases of suspected fraud, abuse, misuse, technical error, regulatory requirements, or network-rule compliance considerations.

Savings Clause: Nibbles will generally honor benefits already properly earned (i.e., where all Offer requirements were satisfied) prior to any modification, suspension, or termination of an Offer, unless the modification, suspension, or termination is due to fraud, abuse, or a violation of these Promotion Terms or the applicable Offer Terms.

I. Changes to These Promotion Terms

Nibbles may modify these Promotion Terms at any time by posting an updated version on the Nibbles website and/or in the Nibbles app and updating the “Last Modified” date above. It is your responsibility to review these Promotion Terms periodically. Your continued use of the Program after any modification constitutes your acceptance of the modified Promotion Terms. If you do not agree to any modification, you should discontinue your participation in the Program.

J. Customer Service

If you have questions about the Program, an Offer, or believe you have not received a benefit you are entitled to, please contact Nibbles Customer Service:

- Phone: (888)-267-9970
- Email: support@nibbles.com
- In-App: Visit the Help section of the Nibbles app

For questions about your Card Account, fees, interest rates, or billing, please refer to your Cardholder Agreement or contact Nibbles Customer Service.

For questions about a vendor partner's or merchant's products or services, please contact the vendor partner or merchant directly.

Disclosures

The Nibbles Mastercard® is issued by Lead Bank, Member FDIC, pursuant to a license from Mastercard International Incorporated. Nibbles is a service mark of Nibbles PBC. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated. Nibbles PBC is not itself a bank or FDIC-insured institution.