

Credit Card Points Rewards Terms and Conditions

These Credit Card Points Rewards Terms and Conditions (“Terms”) outline the points rewards program (“Points Rewards Program”) for the Nibbles Credit Card issued by Lead Bank (“Card Account”). By using the Card Account, you agree to participate in the Points Rewards Program, which is subject to these Terms and the Card Agreement.

The Card Agreement defines the capitalized terms in these Terms unless the capitalized terms are defined herein. “We”, “us” and “our” refer to Nibbles PBC (“Nibbles”) when referring to these Terms and Lead Bank when referring to the Card Agreement.

1. **Point Rewards on Purchases.** Subject to the restrictions in section 3, at the end of each Billing Period except the first Billing Period, you will earn points rewards on all purchases made on your Card Account for goods and services, minus returns and other credits (“Eligible Purchases”) as follows:
 - a. **Regular Eligible Purchases.** Except as described in Section 1.b., purchase transactions on the Card Account will accrue at a rate of 1 point for each \$1.00 spent. At the end of the Billing Period, Nibbles determines the amount of your points rewards by multiplying each \$1.00 of Regular Eligible Purchases by 1 and rounding to the nearest whole dollar. The points rewards earned from each purchase will be available when the transaction clears, subject to the restrictions in section 3.
 - b. **Special Eligible Purchases.** Merchants who accept MasterCard or Visa credit cards are assigned a merchant category code (MCC), which is determined by the merchant or its processor based on the kinds of products and services they primarily sell. Purchase transactions at Nibbles , for Veterinary Services with MCC 0742, purchase transactions at Pet Shops with MCC 5995, and other selected merchants will earn 3 points for every \$1.00 spent. From time to time, Nibbles will add merchants and MCCs to the Special Eligible Purchases category.
2. **Redeeming Points Rewards.** A statement credit will be applied to the Balance Due on your Credit Account at the rate of \$0.01 for each point. Your point rewards must be redeemed before you close your Card Account or your point rewards and the cash value thereof will be forfeited. You are responsible for the payment of any taxes on the cash value of the points rewards.
3. **When You Will Not Earn Points Rewards.** You will not earn points rewards if your Card Account is closed, or for any Card Account purchases that are:
 - a. Returned for credit;
 - b. Disputed, unauthorized, or fraudulent;
 - c. For purchases of foreign currency, crypto-currency, traveler’s checks, money orders, wire transfers, or other cash equivalents;
 - d. Gaming-related (including, without limitation, gambling chips, off-track wagers or lottery ticket transactions);

- e. For purchases made using PayPal or other third-party payment services;
 - f. For purchases of prepaid cards or the reloading of prepaid cards; or
 - g. Used to pay Card Account fees and charges (such as late fees and finance charges).
4. When You Will Not Receive Points Rewards. You will not receive points rewards for Eligible Purchases posted to your Card Account during a Billing Period if the Minimum Payment Due shown on the statement for that Billing Period is not paid by the Payment Due Date shown on that statement.
 5. Value of Point Rewards. Point rewards have no cash value until you request and receive a redemption for your point rewards under section 2 above. You may not assign, transfer, or pledge your point rewards. Unless we terminate the Points Rewards Program, points rewards do not expire. If we terminate the Points Rewards Program, you will be issued a statement credit for your earned point rewards.
 6. Changes and Cancellation. We may change the terms and conditions of this Points Rewards Program or terminate this Points Rewards Program at any time and at our discretion. The changes will not affect your eligibility to earn points rewards before the effective date of the change. We may cancel your participation in the Points Rewards Program, close your Card Account, and cause you to forfeit your points rewards balance without notice for fraud or abuse of the Points Rewards Program, violation of the terms of the Points Rewards Program, or patterns suggesting improper use of the Points Rewards Program. Improper use includes attempting to earn points rewards by making excessive charges that are outside the scope of usual or customary credit card usage.
 7. When you will forfeit received points rewards. If we or you cancel your Card Account for any reason, you may lose any points rewards that have not already been redeemed for a statement credit.
 8. Errors and Adjustments. We may reverse any points rewards awarded to you in error, regardless of cause, and such a reversal may cause you to have a negative points rewards balance.
 9. Limited Liability: Unless otherwise required by law, this Points Rewards Program, or the Card Agreement, neither Nibbles nor Lead Bank will be liable to you or anyone making a claim on your behalf in connection with: (a) any change or termination of the Points Rewards Program; (b) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; or (c) any direct, indirect or consequential damages with respect to the use of your Card Account. In any event, any liability that Nibbles or Lead Bank may have to you regarding the Points Rewards Program will be limited to the amount of any points rewards you have earned in this Points Rewards Program. The Points Rewards Program and points rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.