

My Rewards Terms and Conditions for Consumer and Commercial Cards

My Rewards ("**Program**") is a loyalty program available to the holder of a credit, debit and/or prepaid Card ("**you**" or the "**Cardholder**") issued by the institution in the Latin America and the Caribbean Region that issues the said Card ("**Issuer**"). Under the Program, you will earn points every time you make a purchase according to the parameters established by your Issuer with an eligible Card that has been enrolled in the Program (please contact your Issuer to learn more about earning points). You can use these points to obtain merchandise, hotel stays, car rental, cruises, activities at destinations, and/or air travel tickets rewards (referred to generally as "**Rewards**"). By participating in the Program, you are agreeing to be bound by the following terms and conditions ("**Terms**"). In addition to these Terms, your card agreement (the "**Card Agreement**") with your Issuer relating to your use of your Card shall also continue to govern your use of your Card and the Program. In the event of a conflict between the Card Agreement and these Terms, these Terms shall govern in any matter relating to the Program.

Changes to the Program

Issuer may modify, restrict or change the Program at any time. These changes may include (but are not limited to) changing the number of Reward Points you earn for a particular type of activity or the number of Reward Points you need to reach a particular Reward tier or to redeem a particular Reward; omitting or adding Reward levels or categories; changing the selection of Rewards; imposing, increasing or eliminating Reward Points caps or Program fees; or changing the conditions under which Reward Points expire or are forfeited. Issuer, by itself or by a third entity, will notify you, via notice on the Program's Website or the Program's mobile application, email, text messages or any other communication method, of material changes to Program Terms and, unless you decide to terminate your Program participation, you will be bound by the revised Terms. Issuer reserves the right to cancel the Program at any time. This may result in the cancellation of any existing Reward Point balance for which the Issuer shall not be liable.

Issuer reserves the right to modify or cancel any Reward, and to modify the Program's Terms at any time. The participation of affiliated merchants in the Program (for example, hotels, car rental companies, airlines and others) is subject to change at any time, with or without notice. Published Reward Point levels are also subject to change due to fluctuations in currency exchange rates, customs charges, taxes, charges and fees imposed by governments, and fuel surcharges.

Eligibility

Cards issued by Issuers licensed by the correspondent brand owner to operate in a territory in the Latin America and the Caribbean Region and in good standing may be eligible to participate in the Program (a "**Card**"). Issuer reserves the right to determine in its sole discretion whether a particular Card or Cardholder is eligible to participate in the Program.

Your Issuer determines if all the credit, debit and/or prepaid Cards are eligible to participate in the Program. In order to check the rules of your Issuer, please consult the Card Agreement.

Enrollment and Fees

To participate in the Program, your Issuer must first enroll you and establish a Program account ("**Program Account**").

Once you have enrolled successfully by your Issuer, you will be able to download the mobile application and/or access the web page created for this Program to redeem your points for Rewards. It is your responsibility to keep your user name and password safe and known only to you and to restrict access to any mobile phone number and/or e-mail address registered with the Program. You are solely responsible for all redemption activity in your Program Account.

Any fees for participation in the Program, if applicable, would be established by your Issuer. The Issuer's terms could include how and when the fee is charged; whether the fee covers a different period; refund policy if participation is cancelled; notice of subsequent period billing; fee for negative point balance, etc.

Please be aware that if you elect to participate in any Program services offered via a mobile device, your wireless provider's message and data rates may apply and you are responsible to your wireless provider for any such charges.

Qualifying Purchases

Only Qualifying Purchases with the Card enrolled in the Program can earn points. A "Qualifying Purchase" is any type of purchase transaction, whether it is performed at a physical merchant location, online or internet purchases, phone or mail order purchases, bill payments, contactless purchases, or any other type of purchase transaction. Payments of existing card balances, balance transfers, cash advances, cash withdrawals of any kind, card fees, currency conversion fees, transaction fees, insurance fees, returned items for which a credit was

issued, purchases that for any reason are in violation of the law or the Card Agreement, unauthorized charges and other types of fees are not Qualifying Purchases. In addition to these, your Issuer may provide additional categories of "Qualifying Purchases". Please check the terms and conditions provided to you by your Issuer. The list of Qualifying Purchases may be modified from time to time.

Reward Points

The Program is based on a points system that allows you to earn one or more points (as determined by your Issuer) for each American dollar or eligible equivalent amount in local currency charged to your Card for Qualifying Purchases (each a "**Reward Point**") provided your Card account is current. The Issuer that issued the Card will determine, at its exclusive discretion, whether your Card account is current to earn Reward Points.

Reward Points are not your property. Reward Points are valued only to redeem individual Rewards by the Cardholder. Reward Points have no cash or other value, except to redeem Rewards by the Cardholder on the Program Account. You may not sell Reward Points, sell your Program Account or transfer your Program Account. If your Issuer allows it, you may transfer Reward Points and/or purchase Reward Points through charges to the Card associated with the Program Account. If the Card associated with your Program Account is a corporate or business product issued to you in your capacity as an employee or contractor, you, and not your company, will receive the Reward Points and be eligible to redeem them for Rewards.

Qualifying Purchase amounts, including tax, will be rounded to the nearest whole dollar amount to determine the number of Reward Points to be posted to your Program Account. Reward Points for Qualifying Purchases posted during a calendar month shall be eligible for immediate redemption. Any returns, credits, or chargebacks earn "negative" Reward Points; such "negative" Reward Points will reduce the total Reward Points posted to the Program Account. Occasionally, the Issuer may authorize an adjustment to your Rewards Point balance. These adjustments can be positive or negative.

If your Issuer improperly deny or fail to credit Reward Points duly earned by you for Qualifying Purchases or any other Program Benefit, your exclusive remedy will be the issuance of the improperly denied Reward Points, Reward or benefit if available, or such other alternative comparable benefit as determined by the Issuer. In no event will the Issuer be liable to any Program participant or anyone claiming through a Program participant for any direct, indirect or consequential damages, or lost revenue or profits, arising out of the Issuer's acts or omissions in connection with the Program. If more than one card was issued in the card account (additional cards), your Issuer will determine the Program Account or Program Accounts in

which the Reward Points will accumulate. If you have more than one Card account, each account will earn Reward Points individually.

Redemption

You may redeem Reward Points at any time. Only you may access Program Account information.

You can view your Program Account Reward Point balance and online redemption activity at any time online at the Program's Website or the Program's mobile application. You can inquire about your Reward Point balance, points earning and online and offline redemption activity by contacting the support team through the Program's Website or the Program's mobile application. Your Issuer will determine when the points related to a Qualifying Purchase will be made available in the Platform. In case of any question, contact please your Issuer.

Reward Points are redeemed on a "first-in, first-out" basis such that the first Reward Points earned will be the first Reward Points redeemed over the life of your Program Account. Once a redemption order is placed, your Program Account will be reduced by the number of Reward Points used to acquire the Reward. If the Reward order is cancelled or the Reward item becomes unavailable (and there is no substitute Reward available), the Reward Points will be reinstated and you will be notified of the cancelled Reward order.

Rewards (this section is only applicable to My Rewards; for any other specific Issuer Rewards, please see below)

All Rewards are subject to availability and have no cash value. Rewards are void where prohibited by applicable law. Each Reward will be subject to terms and conditions specific to the Reward that will be provided to you in conjunction with the Reward. These terms and conditions may address such matters as the expiration date of the Reward; anticipated shipping time for the Reward; the purchase or other requirements to obtain or use the Reward; any warranties for the Reward; or any other limitations or restrictions on obtaining, retaining or using the Reward. Your Issuer is not liable to you if a Reward expires prior to your use of the Reward. An expired Reward will no longer be available for use or redemption. You are solely responsible for reviewing and understanding the terms and conditions applicable to the Reward.

Once a Reward is issued, redemption is considered final; no changes will be accepted and Reward Points are not reimbursable. Once redeemed, Rewards may not be replaced, reimbursed or exchanged for cash, credit or other Rewards under any circumstances. The Issuer bears no liability for the Rewards and shall not be responsible for the quality, performance, replacing lost, stolen or damaged Rewards, as this matter should be dealt with the merchant directly.

Merchant is the only one responsible for the availability or quality of the products and/or services acquired via the Program.

Once you choose a certain Reward, to allow the issuance of this Reward, Issuer will share some of your information with the responsible merchant and the use of this information by the merchant will follow the rules and the privacy statement of this specific merchant. Please consult the terms and conditions of the Reward and as well the privacy statement of the merchant before choosing a Reward.

All Reward reservations are subject to availability and must be booked via the Program's Website or the Program's Mobile Application. No other reservations will be accepted. You must accept or reject any quotation provided by the Program by the response date and time indicated on the quotation or the Program's web site or mobile application, otherwise the quotation, along with any reservation already made, will be cancelled, and the related Reward forfeited. If you choose to make arrangements additional to those provided by the Reward, you are exclusively responsible for those arrangements, including but not limited to any costs associated with the additional arrangements or impact those arrangements have on the Reward and/or your ability to exercise the Reward. If a merchant imposes a charge for cancellation or changes, you will pay said charges and may not do so using Reward Points.

You are solely responsible for obtaining the proper documentation, visas, immigration documents, or any type of service to fill out and submit forms required by the authorities in each country, if applicable. You are solely responsible for obtaining and maintaining in your possession valid proof of citizenship or naturalization, immunization certificates and/or visas required to travel or enter another country.

Travel-related Rewards, attached to a card account, might be treated as if purchased with the Card associated with your Program Account. Contact your Issuer to check if such that benefits (including but not limited to travel accident or loss of vehicle insurance, if applicable) are available to you for purchases with your Card. You are solely responsible for reading and understanding the terms and conditions applicable to those benefits to maintain your eligibility in connection with the Reward.

IMPORTANT: REWARDS UNAVAILABLE FOR TRAVEL OR ANY OTHER SERVICE OR BENEFIT RELATED TO COUNTRIES INCLUDED IN THE OFAC ¹ LIST, which is accessible on <https://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx>, for instance, but not limited to CUBA, IRAN, SYRIA AND SUDAN. Please be

¹ Means the Office of Foreign Assets Control of the United States Department of the Treasury that administers and enforces economic and trade sanctions based on United States foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States

advised that Rewards are not available under any circumstances for travel, hotel, car rental or any other type of benefit or service related to countries included in the OFAC list. U.S. laws prohibit some services providers and other parties associated with the Program from providing or facilitating any benefits or services related to countries included in the OFAC list, including but not limited to the redemption of Rewards for benefits or services related to those countries. Please be aware of these limitations prior to making travel arrangements or using your Card, and any benefits restrictions, that may apply in those countries. Exceptions to this prohibition are not permitted.

Issuer Rewards

Issuer has the alternative to make additional offers managed by the Issuer available for redemption through the Program's Website and the Program's Mobile Application with your Reward Points (the "**Issuer Rewards**"). Issuer Rewards will be clearly marked on the Program's Website and the Program's Mobile Application and are subject to the terms and conditions established by your Issuer. Your Issuer is solely responsible for all aspects of the Issuer Reward, including but not limited to the content of the Issuer Reward displayed on the Website, the Issuer Reward terms and conditions, redeeming the Issuer Reward, and any customer service associated with the Issuer Reward. Please contact your Issuer for further information regarding redeeming Issuer Rewards.

Forfeiture of Reward Points

Your positive Reward Point balance will be forfeited if your Card account is closed by you or by your Issuer, if your Program Account is terminated by your Issuer (Issuer will determine in its sole discretion what is a closed card account or a terminated Program Account for this purpose) or upon death. You may not be provided with notice of expiration or forfeiture of Reward Points. Any fraud or abuse relating to the accumulation of Reward Points or redemption of Rewards will result in the annulment of all Reward Points earned under the Program, as well as in the immediate cancellation of the Program Account.

Expiration of Reward Points

When the Issuer elects to allow Reward Points to expire in your Program Account, the Reward Points will expire on December 31 of the expiration year calculated after the date the Reward Points were obtained through a Qualifying Purchase. The Issuer will decide the expiration years for the Reward Points. If the points' expiration date is not shown in the platform, please contact your issuer.

You are not entitled to compensation from the Issuer or from any other entity when your Reward Points expire or if they are forfeited for any reason.

Rewards Delivery

Check the terms and conditions of the particular Reward for details. You are solely responsible for reviewing and understanding the terms and conditions applicable to the delivery of the Reward.

Upon requesting delivery of Rewards to an e-mail or physical address, the Cardholder accepts full responsibility for delivery of said Rewards. Once the delivery request is made by the Cardholder to an e-mail address this e-mail address cannot be changed until after the redemption process is complete.

Communication with Program Participants

Issuer, by itself or by a third entity, may communicate with you regarding any matter related to the Program via telephone or via electronic mail. To update, change, modify, or delete your Program information, please contact your Issuer using the information provided in your Card Agreement.

If you would like to request a paper copy of these terms and conditions, or to withdraw your consent to receive electronic communications, contact your Issuer using the information provided in your Card Agreement. If you use the Program's Website and the Program's Mobile Application, Issuer is not obligated to provide any additional hard copy communications to you (other than these Terms).

At your option, you may choose to receive information of a promotional nature about the Program. If you would like to change your consent to receive these promotions, please contact your Issuer using the contact information provided in your Card Agreement.

In addition, by enrolling in the Program, you authorize Issuer to use information related to the Program participation and the Program Account (and information provided by you to participate in the Program) to customize the Program experience. This may include communicating special offers and featured Rewards, and customizing the promotional information (if you choose to receive such promotions).

Canceling Program Participation

You may cancel your participation in the Program at any time by contacting your Issuer. The positive Reward Point balance in your Program Account will be forfeited.

Customer Service (for all customer service related to Issuer Rewards, please contact your Issuer directly)

If you have a problem or question regarding whether you earned Reward Points from a particular purchase or other transaction, or want to know whether a Reward was properly redeemed or the status of your redemption order, or want to ask any other question regarding the Program, you can reach the Program Administrator via the Program's Website and the Program's Mobile Application or contact your Issuer. The Program Administrator will be available to receive Cardholder requests Monday through Friday from 7:00 a.m. to 7:00 p.m. (Eastern Standard Time). The customer service hours may be modified at any time and without notice.

If you contact your Issuer regarding an error or mistake with respect to your Program Account, the Issuer will use reasonable efforts to investigate and correct the error or mistake, subject to the limitations set forth in these Terms. In any event, you must notify the Issuer within 60 days of the posting date (or the date of the alleged error or mistake) in order for us to undertake an investigation of the matter. Issuer may require you to provide written confirmation of the alleged error or mistake. If Issuer does not receive the requested written confirmation and within the period requested by the Issuer, Issuer may in our sole discretion determine not to correct the alleged error or mistake. If Issuer completes its investigation of the alleged error or mistake and notify you of its determination, Issuer has no further responsibilities should you later reassert the same alleged error or mistake. All questions or disputes regarding the Program, including eligibility, earning points, or redemption of points for Rewards, will be resolved by the Issuer in their sole discretion.

Please be aware that if you contact the Issuer via a mobile device, your wireless provider's message and data rates may apply and you are responsible to your wireless provider for any such charges.

The Issuer, at its exclusive discretion and based on the terms and conditions, shall resolve all matters, disputes or controversies in connection with the Program, including, without limitation, those related to transaction eligibility to earn Reward Points, the Reward Point cost for the Rewards and Program eligibility.

Disclaimers and Limitations

Rewards are provided by a variety of merchants. The Issuer, and their service providers or all the other parties associated with the Program are not responsible to you for the quality or performance of the Rewards, the products obtained with the Rewards, any act or omission by any provider of Rewards, availability of Rewards, whether redeemed or otherwise, disputes between authorized users regarding the Program or for any other reason. The Issuer does not make any guarantee, warranty or representation of any kind, express or implied, with respect to the Rewards, including but not limited to warranties of merchantability or fitness for a particular purpose. The Issuer is not liable for any injury, damage or loss to person or property or any expense, accident or inconvenience that may arise from the use of the Reward Points, or the use of the Rewards or products or merchandise purchased or obtained with the Rewards, or otherwise in connection with the Program. Further, the Issuer is not responsible for merchants, manufacturers or other Rewards providers that discontinue or cancel a Reward due to bankruptcy or for any other reason. The Issuer does not make any representation or endorsement of any Reward, merchant or other provider of a Reward in connection with the Program. As stated earlier, the Issuer is solely responsible for all Issuer Rewards and communicating to you the applicable terms and conditions.

You hereby release and hold your Issuer and all parties associated with the Program harmless from any claim, liability or damage relating to the Program or your use of the Rewards (including Issuer Rewards), including, without limitation, physical injury or death. Notwithstanding anything in these Terms to the contrary, the Issuer and all the other parties associated with the Program, including the Issuer's service providers shall have no liability of any kind, including for direct, indirect and consequential damages, or lost revenue or profits, to you in connection with the Program.

Any required arbitration or other dispute resolution process provided for in your Card Agreement should apply to your participation in the Program.

Every possible effort has been made to guarantee that the information contained in these Terms is correct. However, the Issuer disclaims all liability due to errors or omissions in this information.

The Issuer does not review all of the sites that are linked to the Program, and the fact of such links do not indicate any approval or endorsement of any material contained on any linked site. The Issuer is not responsible for the contents of any site linked to the Program. Your connection to and use of any such linked site is at your own risk.

In addition to the Rewards, Issuer may make available to You some card-linked offers and rewards services provided by third parties (the "Third Party Services"). The Third Party Services will be provided through websites and applications provided by third parties. In this case, please

read the third-parties' websites and applications' terms and conditions and privacy statement to understand their conditions of use and privacy and data sharing choices.

Dispute Resolution & Governing Law

To the fullest extent permitted by law, You and the Issuer agree that the following governing law and arbitration provision applies:

THIS SECTION CONTAINS AN ARBITRATION PROVISION. PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT ANY CLAIM RELATING TO THE PROGRAM OR THESE TERMS SHALL BE RESOLVED BY BINDING ARBITRATION. IN ARBITRATION NEITHER YOU NOR THE ISSUER WILL HAVE THE RIGHT TO LITIGATE CLAIMS IN COURT, OR TO HAVE A JURY TRIAL ON THE CLAIMS. CLAIMS MAY BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS. PRE-HEARING DISCOVERY RIGHTS AND POST-HEARING APPEAL RIGHTS WILL BE LIMITED, BUT THE ARBITRATOR CAN AWARD DAMAGES AND RELIEF AS PERMITTED UNDER THESE TERMS.

Any dispute, cause of action, claim or controversy arising out of or relating to the Program or these Terms, including the formation, interpretation, breach, performance, termination, enforcement, interpretation or validity of these Terms, the validity and enforcement of this provision, and the determination of the scope or applicability of the agreement to arbitrate ("**Dispute**") that can be subject to arbitration, shall be resolved exclusively pursuant to the process and arbitration clause set out in this section. Any Disputes between you and the Issuer shall be resolved through binding arbitration; except that, if you are a US resident, you may assert claims in small claims court (if your claims qualify). This arbitration clause only applies to Disputes with the Issuer regarding the Program.

Any arbitration between you and the Issuer shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures if you reside in the United States and JAMS' International Arbitration Rules if you reside outside the United States, to the extent that those rules do not conflict with this provision. You may obtain a copy of these rules by contacting JAMS at 1-800-352-5267, by writing to JAMS at 620 Eighth Avenue, 34th Floor, New York, NY 10018 or online at www.jamsadr.com or www.jamsinternational.com/.

ANY CLAIM SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS. THIS MEANS THAT BOTH YOU AND THE ISSUER ARE PROHIBITED FROM JOINING OR CONSOLIDATING CLAIMS IN ARBITRATION BY OR AGAINST OTHERS UNLESS BOTH YOU AND THE ISSUER AGREE OTHERWISE IN WRITING, AND YOU AND THE ISSUER ARE PROHIBITED FROM ARBITRATING ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS. BY ENTERING INTO THESE TERMS, YOU AND THE ISSUER ARE EACH WAIVING THE RIGHT TO PARTICIPATE IN A CLASS ACTION. The arbitration will take place before one arbitrator. The arbitration shall (i) be

conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; and (ii) not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. The arbitrator will be mutually agreed upon by you and the Issuer. If you and the Issuer cannot agree on an arbitrator, the arbitrator will be appointed according to JAMS procedures. If for any reason a Dispute proceeds in court rather than in arbitration you and the Issuer both waive any right to a jury trial.

You may elect to hire an attorney, but are not required to do so. Each party will be responsible for its own attorney fees and costs, unless awarded by the arbitrator under applicable law. The party that initiates the arbitration will pay the filing fee (unless otherwise dictated by JAMS due to a finding of hardship). The Issuer will advance all other administration, case management and arbitrator fees associated with the arbitration, through payment directly to JAMS. At the end of the arbitration, the fees paid by the Issuer may be allocated between you and the Issuer at the direction of the arbitrator in compliance with JAMS procedures.

All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration provision. Any decision of the arbitrator shall be final. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Issuer's liability is limited as described in these terms, to the fullest extent permitted by applicable law.

These Terms and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware exclusive of conflict or choice of law rules.

If the arbitration provision in this section is found to be unenforceable, or the waiver of class action rights is found to be unenforceable for any reason in a case in which class action allegations have been made, then the governing law and forum selection provisions described below shall apply.

The remainder of this section applies to US residents:

The arbitrator cannot award punitive or exemplary damages, except as may be required by statute, or any pre-award interest; nor may the arbitrator award any incidental, indirect or consequential damages, including damages for lost profits or harm suffered by third parties. Any relief afforded cannot affect other users. The parties acknowledge that these Terms evidence a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the Terms and this section shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

if you are a resident of (i) **Brazil, Canada**, (ii) any Eligible Jurisdiction in which the arbitration provision above is found to be unenforceable, or (iii) any other eligible jurisdiction where the waiver of class action rights is found to be unenforceable for any

reason in a case in which class action allegations have been made, then the following shall apply: (x) any disputes, claims or causes of action arising out of or in connection with these Terms or the Program will be governed by and construed under the laws of the eligible jurisdiction of your residence; and (y) any disputes, claims or causes of action arising out of or in connection with these Terms the Program shall be resolved within the competent civil courts residing within such eligible jurisdiction. Any mandatory consumer protection law remains applicable.

Privacy

All information collected in connection with the Program is subject to your Issuer's privacy policy, communicated to you in your Card Agreement and in the Platform (<https://usa.visa.com/legal/global-privacy-notice.html>).