

Stash Cash Back Program Terms and Conditions

Important Update regarding the Stash Cash Back Program: Effective January 9, 2020 Stash will no longer accept new enrollments into the Stash Cash Back Program. Existing enrolled users will continue to have access to the Program and be eligible to earn cash back rewards at participating merchants, subject to the Terms and Conditions below, until February 8, 2020, at which time the Program will be discontinued. Any unpaid cash rewards earned as of February 8, 2020 will be paid out to your eligible linked debit or credit card on or before February 20, 2020, and any linked debit or credit card(s) will be automatically unlinked at that time.

In order to participate in our card-linked offer rewards program (the “Stash Cash Back Program”) and receive rewards for qualifying purchases of goods and services, you must read, understand and agree to these Terms and Conditions and link at least one eligible debit or credit card.

Linking and Unlinking Your Card

By entering your payment card information, you agree to the following: you authorize your payment card network, including Visa, American Express, and Mastercard (each, a “Payment Card Network”) to monitor and share your transaction data made with your registered payment card at participating merchants with Stash Cash Management LLC and its affiliates (collectively, the “Company”) and its third-party service providers (including Empyr, Inc., or “Empyr”) as part of the Company’s card-linked offer rewards program (the “Stash Cash Back Program”). The Company will obtain, provide, and/or use your transaction data to calculate your points, redeem rewards, enable card-linked offer(s), target offers that may be of interest to you, and to facilitate the Stash Cash Back Program in accordance with these Terms and Conditions and the Company’s Privacy Policy. The Company may share your transaction data with participating merchants to determine if you are eligible to receive the offered reward.

You may opt-out of the Stash Cash Back Program at any time. If you would like to opt-out of the Stash Cash Back Program and unlink your cards, please contact us at support@stash.com or follow the steps below:

1. Go to “My Cards”
2. Select the card you would like to unlink from the Stash Cash Back Program
3. Confirm you want to unlink the card
4. You must repeat this process for every card you wish to unlink.

Unlinking your card from the Stash Cash Back Program will not affect your enrollment in any other services offered by the Company for which you may have separately and independently enrolled your card.

Card Eligibility and Double Enrollment Restrictions

Not all Visa, MasterCard, and American Express cards are eligible to be linked in connection with the Stash Cash Back Program. Visa, MasterCard, and American Express Corporate cards, Visa, MasterCard, and American Express Purchasing cards, non-reloadable prepaid cards, government-administered prepaid cards (including EBT cards), healthcare (including Health Savings Account (HSA) or Flexible Spending Account (FSA)) or insurance prepaid cards, Visa Buxx, and Visa-, MasterCard-, and American Express-branded cards whose transactions are not processed through the Visa U.S.A. payment system, MasterCard payment system, and/or American Express payment system are not eligible to participate.

Please note that we use Empyr as our third-party service provider to help us operate our Stash Cash Back Program. Your payment card may only be enrolled in one program operated by Empyr. If you have already enrolled a payment card with a separate program operated by Empyr, you will be unable to register that card in both the Stash Cash Back Program and the other Empyr-operated program. You may enroll another payment card in the Stash Cash Back Program or deactivate your card in the other Empyr-operated program.

Transaction Eligibility

Not all transactions with your registered Visa, MasterCard and/or American Express card are tracked by Visa, MasterCard and American Express, respectively.

You acknowledge that Visa, MasterCard, and American Express may be unable to monitor every transaction made with your enrolled Visa, MasterCard, or American Express card, including (i) PIN-based purchases, (ii) purchases you initiate through identification technology that substitutes for a PIN, (iii) payments made through other payment methods (such as a digital wallet or a third-party payment app, where you may choose your Visa, MasterCard, or American Express card as a funding source but you do not present your card directly to the merchant), (iv) payments of existing balances, balance transfers, or (v) transactions that are not processed or submitted through the Visa U.S.A., MasterCard, and/or American Express payment systems, and that these transactions are not eligible.

Fees

We currently do not charge you any additional fees for the Stash Cash Back Program, except that, if you close your Stash Invest Account and Stash Banking Account (if applicable) prior to any cash back awards being due and payable to you, we or our third party service provider(s) may charge you any fee applicable as a result of paying you such cash back awards. We reserve the right to charge you fees for the Stash Cash Back Program in the future. We will notify you before charging you any fees for the Stash Cash Back Program by notifying you electronically or by any other method permitted by applicable law. If you continue accessing or using the Stash Cash Back Program after such notice, you may be required to pay all applicable

fees for the Stash Cash Back Program. For the avoidance of doubt, you may be charged fees for other products or services offered by the Company to you.

Debit Instructions

If you register a debit card, your transaction must be processed as a “credit” (i.e., signature) transaction to make sure the transaction can be monitored. Do not use a PIN (i.e., a Personal Identification Number) when paying for your purchases with your enrolled card if you want the transaction to be eligible for rewards or offer completion.

Cash Back - Description, Eligibility, Timing

Cash back earned is limited to \$250 per transaction. Cash back will not appear or be reflected on your transaction receipt from the merchant at the time of purchase. Any cash back you earn will be reflected as a credit to the eligible linked debit or credit card that you used to make the qualifying transaction, provided that any such cash back shall only become eligible to be payable to you by Empyr when the total amount of accrued, unpaid cash back equals or exceeds five dollars (\$5). Upon reaching the minimum payment threshold described in the preceding sentence, cash back will typically appear as a credit to your eligible linked debit or credit card approximately twenty (20) calendar days after the end of the month in which the threshold was met, but may be subject to delays. If your eligible debit or credit card is unlinked before the time cash back otherwise would be credited to you, Empyr will withhold any owed cash back award until you link an eligible debit or credit card. You will receive a notification when you earn cash back.

Without limiting any of the other conditions of these Terms and Conditions, if you return, chargeback, cancel, dispute, or otherwise request a refund for a qualifying purchase for which you have already received cash back, we may reduce the amount of cash back you may subsequently earn in future qualifying transactions by the amount you initially received for the transaction. If you are rewarded cash back in error (e.g., we or our third party provider(s) later determine that you did not comply with these Terms and Conditions or if you chargeback a qualifying purchase), the Company or our third party provider(s) reserves the right to reverse any such cash back award. You are responsible for making sure the cash back award you receive is correct. If you believe that the award you receive does not accurately reflect the cash back that you are eligible to receive, please contact us at support@stash.com.

Taxes

All amounts paid to you hereunder are exclusive of any applicable withholding, sales, use, excise, value added, or other taxes. You acknowledge and agree that you are responsible for determining, paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Stash Cash Back Program. We are not responsible for determining whether you owe taxes in connection with your access to or

use of the Stash Cash Back Program or for collecting, reporting, or remitting taxes arising from your access to or use of the Stash Cash Back Program, except for our own income taxes. You agree to promptly and fully reimburse and indemnify us for any taxes, penalties, and interest assessed by any taxing authority regarding amounts owed by you in connection with these Terms and Conditions.

Depending on applicable tax laws, your receipt of rewards may be subject to reporting to certain tax authorities. In accordance with such laws, we may be required to send to you and file certain forms with tax authorities, such as the IRS Form 1099-MISC (Miscellaneous Income), for any year in which rewards are issued to you. If we request information from you in order to complete a required tax form, and you fail to provide the requisite information, you may be prohibited from receiving cash back awards until we receive the required information.

Modification of Terms

From time to time, the Company may change, modify, add, or remove portions of these Terms and Conditions, and reserves the right to do so in its sole discretion. If we modify the Terms and Conditions, we will make them available to you. We encourage users to review the Terms and Conditions periodically for changes. In the event that the modifications materially alter your rights or obligations hereunder we will make reasonable efforts to notify you of the change. All amended Terms and Conditions automatically take effect 30 days after they are made available to you, except that (i) disputes between you and the Company will be governed by the version of the Terms and Conditions that was in effect on the date the dispute arose and (ii) if you do not agree with any changes to the Terms and Conditions, you may terminate these Terms and Conditions by ceasing to participate in the Stash Cash Back Program by deleting all your linked cards. Your continued use of Stash Cash Back after revised Terms and Conditions have become effective indicates that you have read, understood and agreed to the current version of the Terms and Conditions.

Disclaimers and Limitation of Liability

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, STASH CASH MANAGEMENT LLC AND ITS AFFILIATES, LICENSORS AND THIRD PARTY SERVICE PROVIDERS (INCLUDING PAYMENT CARD NETWORKS AND PAYMENT PROCESSORS) EXPRESSLY DISCLAIM ANY WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE SERVICES PROVIDED TO YOU UNDER THE STASH CASH BACK PROGRAM ARE PROVIDED ON AN "AS IS" BASIS. STASH CASH MANAGEMENT LLC AND ITS AFFILIATES, LICENSORS AND THIRD PARTY SERVICE PROVIDERS

(INCLUDING PAYMENT CARD NETWORKS AND PAYMENT PROCESSORS) DO NOT WARRANT THE DATA, CONTENT, ANALYTICS, FEATURES, OR INFORMATION PROVIDED THROUGH THE STASH CASH BACK PROGRAM, INCLUDING WITHOUT LIMITATION, TRANSACTION DATA OR USER SUBMISSIONS OR OTHER DATA PROVIDED BY OTHER USERS, TO BE UNINTERRUPTED, ACCURATE, USEFUL, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS.

*UNDER NO CIRCUMSTANCES WILL STASH CASH MANAGEMENT LLC OR ITS AFFILIATES, THIRD PARTY PARTNERS, SERVICE PROVIDERS OR SUPPLIERS (INCLUDING **PAYMENT CARD NETWORKS** OR PAYMENT PROCESSORS) OR ANY OF ITS OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS OR AGENTS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OR RELATED TO THE STASH CASH BACK PROGRAM, EVEN IF ANY OF THE FOREGOING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.*

*IN NO EVENT WILL STASH CASH MANAGEMENT LLC OR ITS AFFILIATES', 'THIRD PARTY PARTNERS', SERVICE PROVIDERS' OR SUPPLIERS' (**INCLUDING PAYMENT CARD NETWORKS'** AND PAYMENT PROCESSORS') (OR ANY OF ITS OR THEIR RESPECTIVE EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS' OR AGENTS') TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE STASH CASH BACK PROGRAM (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE) EXCEED \$100.*