

Purchase Rewards Terms & Conditions

NOTE: Your use of the Service constitutes acceptance of these Terms & Conditions.

By AGREEING WITH THE TERMS & CONDITIONS I agree and authorize my Financial Institution to monitor transactions on my linked payment card to identify qualifying transactions and to share details of that transaction (such as the date, time, and amount) with My Rewards and its service provider, Collinson CLO, Inc. I authorize My Rewards and Collinson CLO, Inc. to use and share my data to enable card-linked offers, calculate rewards, present me with targeted offers and facilitate the My Rewards program, as described therein. I may opt-out of transaction monitoring on my account by going to the applicable opt-out page.

1. Legal Contract Age

YOU MUST BE AN INDIVIDUAL, 16 YEARS OF AGE OR OLDER. Members must be human and using the Service for personal not commercial use: no machines, scripts, or automated services may be used to accumulate any financial benefits derived from the use of the Service. You may maintain only one account. Any duplicate accounts will be subject to cancellation.

2. My Rewards cash back

Once you have completed a Qualifying Purchase (as defined in the applicable offer), cash back earned will accrue in your account within 30 days after your purchase. It is your responsibility to check your checking account regularly to ensure that cash back has been properly credited and that your account balance is accurate. Cash back is awarded subject to adjustments for returns, cancellations, and other events. Such adjustments can be applied to your checking account at any time. Should you disagree with any adjustments made to your checking account, your sole remedy is to withdraw from the Service. 1st Source Bank reserves the right to terminate any account for abusive or fraudulent activity.

3. Account Eligibility

Should you have multiple checking accounts, you will only be able to earn cash back through transactions made using one of your checking accounts. This account will be enrolled when you join up to My Rewards. Offers can only be linked to this checking account and only qualifying transactions made using this checking account will be eligible for cash back. We cannot change the checking account nor can we add additional checking accounts.

4. Transaction Eligibility

Not all transactions with your enrolled checking account are tracked. You acknowledge that we may be unable to monitor every transaction made with your enrolled checking account. In the event that you have registered your card or checking account across multiple Collinson affiliate programs, and the merchant is registered with more than one such affiliate program, the eligible transaction will apply to the offer that was created/registered for first.

5. Third Party Sites

You understand that Collinson CLO, Inc. does not operate or control the products or services offered by third parties, promotional partners or participating Affiliates. Third-party Web sites and online merchants accessed through the My Rewards site are responsible for all aspects of order processing, order fulfillment, shipping and handling, billing and customer service. Collinson CLO, Inc. is not a party to the transactions entered into between you and the merchants with which you

choose to do business. If you buy products or services from third party sites you become a customer of those merchants and therefore must direct any comments, complaints or inquiries regarding your purchases to those merchants, and not to Collinson CLO, Inc. All rules, policies (including privacy policies) and operating procedures of those merchants will apply to you while you are using those merchants' Web sites or local store locations. No reference to a third party product or service indicates an endorsement by Collinson CLO, Inc. Any cash back earned via these third party sites are not included or reflected in the Earn summary.

6. Disclaimer

THE My Rewards PROGRAM IS BEING PROVIDED TO YOU "AS IS" WITH NO WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COLLINSON CLO, INC. AND ITS AFFILIATES, LICENSORS AND SUPPLIERS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NONINFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

COLLINSON CLO, INC. AND ITS AFFILIATES, LICENSORS AND SUPPLIERS DO NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE QUALITY OF, OR ACCURACY OF ADVERTISEMENTS FOR, ANY MERCHANDISE, PRODUCTS, OR SERVICES OFFERED OR PROVIDED BY AFFILIATES OR SUPPLIERS IN CONJUNCTION WITH THE SERVICE. IN ADDITION, ALTHOUGH COLLINSON CLO, INC. INTENDS TO TAKE REASONABLE STEPS TO PREVENT THE INTRODUCTION OF VIRUSES OR OTHER DESTRUCTIVE MATERIALS TO THE My Rewards WEB SITE, COLLINSON CLO, INC. AND ITS AFFILIATES, LICENSORS AND SUPPLIERS DO NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS THAT THIS SITE IS FREE OF DESTRUCTIVE MATERIALS. IN ADDITION, COLLINSON CLO, INC. AND ITS AFFILIATES, LICENSORS AND SUPPLIERS DO NOT WARRANT THAT ACCESS TO THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE AND ASSUME NO RESPONSIBILITY FOR ANY DAMAGE CAUSED BY YOUR ACCESS, OR INABILITY TO ACCESS THIS SITE, INCLUDING, BUT NOT LIMITED TO, YOUR INABILITY TO ACCRUE CASH BACK BY PURCHASING ITEMS WITH AN AFFILIATE.

7. Limitation of Liability

IN NO EVENT WILL ANY OTHER COMPANY BE LIABLE TO YOU FOR NON-PERFORMANCE OF COLLINSON CLO, INC. OBLIGATIONS. IN NO EVENT SHALL COLLINSON CLO, INC. AND ITS AFFILIATES', LICENSORS AND SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY ARISING IN CONNECTION WITH THE SERVICE OR YOUR USE OR INABILITY TO USE THIS WEB SITE OR THE SERVICE OR THE PURCHASE OR USE OF ANY MERCHANDISE, PRODUCTS, OR SERVICES OF MERCHANTS OR SUPPLIERS, EVEN IF COLLINSON CLO, INC., OR REPRESENTATIVES THEREOF, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS, OR LOSSES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

IN NO EVENT WILL COLLINSON CLO, INC.'S OR ITS AFFILIATES', CONTRACTORS', EMPLOYEES', AGENTS', OR THIRD PARTY PARTNERS' OR SUPPLIERS' 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 PROGRAM (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE) EXCEED AN AMOUNT EQUAL TO THREE TIMES THE REBATE RECEIVED BY YOU FOR THE QUALIFYING PURCHASE RELATING TO THE APPLICABLE CLAIM.

8. Indemnity

YOU AGREE TO INDEMNIFY AND HOLD COLLINSON CLO, INC., ITS PARENTS, SUBSIDIARIES, AFFILIATES, ITS AFFILIATES, LICENSORS AND SUPPLIERS AND ITS AND THEIR OFFICERS, DIRECTORS AND EMPLOYEES, HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEY'S FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF YOUR USE OF THE SERVICE, YOUR VIOLATION OF THESE POLICIES, OR THE INFRINGEMENT BY YOU, OR OTHER USER OF THE SERVICE USING YOUR ACCOUNT, OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY, OR AS A RESULT OF ANY THREATENING, LIBELOUS, OBSCENE, HARASSING OR OFFENSIVE MATERIAL CONTAINED IN ANY OF YOUR COMMUNICATIONS.

9. Termination or Changes to the Program

Collinson CLO, Inc. reserves the right to terminate the Service at any time. Collinson CLO, Inc. will not be responsible for failing to notify you of Service termination where such failure is caused by any reason outside the control of Collinson CLO, Inc. including, but not limited to, any failure by the Financial Institution to notify you of such termination or your failure to provide up to date contact details to your Financial Institution.

10. Modification of Terms

Collinson CLO, Inc. may modify these Terms & Conditions from time to time, with or without notice and your continued participation in the Service after such modification shall be deemed to be your acceptance of any such modification. It is your responsibility to check the Terms & Conditions section of the My Rewards site regularly to determine whether this Agreement has been modified. If you do not agree to any modification of this Agreement, you must immediately cease participation in the Service.

11. Termination

Your use of the Service is subject to the Terms & Conditions. Any failure to comply, any fraud or abuse relating to the accrual of My Rewards cash back, or any misrepresentation of any information furnished to Collinson CLO, Inc. or its Affiliates by you, or anyone acting on your behalf, may result in the termination of your use of the Service, cancellation of your My Rewards account.

12. Disputes or Errors

All questions or disputes regarding the Service must be submitted in writing within 60 days of the qualifying transaction, to 1st Source Bank. Any such disputes shall be resolved by 1st Source Bank at its sole discretion.