

Rewarda Terms of Use

Agreement with Respect to Terms of Use

This Website is owned and operated by Rewarda, Inc, a Delaware Corporation, located in California (“Rewarda”). In these Terms of Use (“TOS” / “Agreement” / “Terms”) the user may be referred to as “you” and Rewarda may be referred to as “us”, “we”, or “our”. These Terms of Use constitute a legally binding agreement between Rewarda and you. You are responsible for regularly reviewing these Terms of Use. You can review the most current version of the Terms of Use at any time on the Rewarda website. You acknowledge that you have read these Terms of Use, and accept, understand and will be bound by such terms and conditions. You further acknowledge that these Terms of Use, together with the Privacy Policy supersede any proposal or prior agreement oral or written, and any other communications between us relating to your access or use of the Site, and/or Services (as defined below).

Registration

To participate in Rewarda’s Services (“Services”), you must register with Rewarda whether you are an Employee, Employer, or Rewarda Partner. By submitting an application to participate in the Services (which you can find [here](#)) you represent and warrant that you have the right to enter into and perform this Agreement with Rewarda. Participation in the Services is subject to Rewarda’s prior approval. Rewarda reserves the right to refuse participation to any person, party, organization or company, at any time, in its sole discretion. To participate, you must be a United States based organization or company, or an individual over 18, with the right to work in the United States. As a condition of registration, you agree that you will only provide accurate information, and update or maintain your account to keep the information for the account accurate. You acknowledge that if any information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate your access to and use of the Service. Our use and disclosure of any such information that you provide is governed by our Privacy Policy, which may be accessed [here](#).

Username and Password

As part of the account set-up and registration process, you may be asked to select a username and password. We may refuse to grant you a username for any reason at our sole discretion, including in the event that we determine that such user name impersonates someone else, is illegal, vulgar, or otherwise offensive, or is protected by trademark or other proprietary rights law, or otherwise may cause confusion. You will be responsible for the confidentiality and use of your username and password and agree not to transfer or resell your use of or access to the Service to any third party. YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE

CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES (INCLUDING PURCHASES, AS APPLICABLE) THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.

Available Rewarda Programs and How They Work

Employee “Rewarda Member” Accounts

Registered Employees are considered “Rewarda Members.” When an “Rewarda Member” makes a purchase at a participating [online](#) or [offline](#) merchant, that transaction is recorded by Rewarda. A percentage of the transaction is given to the Rewarda Member as “cash-back” and stored as points in their Rewarda Member account: 100 points equals \$1 in cash-back.

An Rewarda Member Account allows the Rewarda Member to authorize his or her payment card network (e.g., Visa, MasterCard, American Express) (“Payment Card Network”) to monitor and share his or her transaction data made with his or her registered payment card at participating merchants with Rewarda and its third party service providers (including Employer(s)) (“Third Party Service Providers”). Rewarda shall obtain, provide, and/or use the Rewarda Saver’s transaction data to calculate his or her points, redeem rewards, enable his or her card-linked offer(s), provide or inform about target offers that may be of interest to him or her, and to facilitate the Rewarda program in accordance with any and all Rewarda program Terms of Use and the Rewarda Privacy Policy. Rewarda may share the Rewarda Saver’s transaction data with participating restaurants or other participating vendors to determine if he or she is eligible to receive the offered reward from such parties. The Rewarda Saver may opt-out of the Rewarda program at any time by signing into the Rewarda dashboard and deleting the card on the Linked card(s) tab.

SUBJECT TO YOUR COMPLIANCE WITH THESE TERMS AND ALL APPLICABLE LAWS, Rewarda grants you permission to access and use the Rewarda Service solely for your personal use, at the level for which you have registered, as set forth in these Terms and consistent with the intended features of the Rewarda Service.

In order to use the Rewarda Service, you must have an Rewarda account in good standing and you must enroll a valid, eligible credit or debit card by submitting your card information that Rewarda requests. You agree that the information you provide to Rewarda on registration and at all other times, will be true, accurate, current, and complete, and that you will keep this information accurate and up-to-date at all times and you represent and warrant that you are authorized to use the payment card that you submitted.

By registering for or interacting with the Rewarda Service you represent that you have read and accepted the terms of the [Privacy Policy](#).

Receiving cash-back (Statement credits)

Earnings from local restaurants may take anywhere from a few minutes to 7 business days to show up, depending on the type of card used and restaurant visited. Earnings from online businesses normally take 1-30 business days to process. In some case, the earning process may be delayed.

For Rewarda to redeem an Rewarda Member's cash-back toward a Student Loan Account or College Savings Plan, the Rewarda Member must earn a minimum of \$10 in cash-back.

For the Rewarda Member using the Service to contribute to a Student Loan or College Savings Plan, Rewarda will send the cash-back earnings amount directly to the Student Loan, or College Savings Plan provider. To participate in this, the Rewarda Member must provide accurate and complete Student Loan, or College Savings Plan account information to Rewarda, and authorizes Rewarda to make these contributions on the Rewarda Member's behalf.

In no event shall the applicable Payment Card Network be considered as maintaining any type of financial obligation or deposit or other asset account or holding funds or other value for you for distribution to you. Any pending Cash-back represents offer fulfillment amounts in process owed by the Participating Retailer or Rewarda, as applicable, and not your funds or balances maintained or held by the Payment Card Network.

PAYMENTS BY REWARDA TO ANY THIRD-PARTY ACCOUNT SUCH AS A STUDENT LOAN ACCOUNT SHALL NOT CONSTITUTE ANY FORM OF GUARANTEE OR ASSURANCE BY REWARDA THAT REGULAR PAYMENT REQUIREMENTS FOR SUCH LOAN ACCOUNTS SHALL OTHERWISE BE SATISFIED; IT IS THE RESPONSIBILITY OF ANY PARTICIPANT TO ENSURE THAT REQUIRED PERIODIC PAYMENTS ARE MADE IN A TIMELY FASHION IRRESPECTIVE OF PARTICIPATION IN ANY REWARDA PROGRAM.

Emergency Savings Option - The Rewarda Cash on Demand Program

In addition to the traditional Rewarda savings options, Rewarda offers all Rewarda Members a cash on demand ("COD") option on their accounts. The purpose of the COD account option is to allow Rewarda Members an additional way to redeem their Rewarda points beyond application to third-party

service provider services or products. The COD account option will allow an Rewarda Member to directly obtain cash if and when they need it, subject to Rewarda's normal processing time(s) for ACH transfers. This means that an Rewarda Member can obtain some much needed funds which they have saved-up at any time for any reason via an on demand basis; essentially this allows Rewarda Members to save for a rainy day.

To manage their Rewarda points/credits between their COD account and their account which is applicable to any participating service provider credits, any Rewarda Member must access their account management page while using the Services and in so doing will be able to view their

Rewarda Member

points balance. Rewarda Members may then designate that some or all of their points be allocated for use in their COD option on their account, so long as those points are not already subject to a pending or otherwise committed transaction. It is the responsibility of the Rewarda Member to actively monitor and manage the respective balances in the respective tabs for their accounts.

An Rewarda Member shall only have COD funds available to the maximum amount that the Rewarda Member causes those funds to be designated for COD use through their account tab. On the purchase/ accrual of any Rewarda Member points, all points are automatically designated to the standard Rewarda Member account for the given Rewarda Member which will typically be their account utilized for third-party service provider redemption. However, from time to time, Rewarda may allow an Rewarda Member to directly purchase Rewarda points and on such purchase, have them directly credited to their COD account.

All COD account maintenance and distributions of payments by Rewarda are strictly subject to Rewarda's standard processing times and the agreement(s) of Rewarda's own financial-account providers. If at any time Rewarda may not hold funds in any account for COD usage for any reason, Rewarda shall have the express right to credit any and all Rewarda point equivalent amounts to the regular service redemption of the concerned Rewarda Member and if required, may discontinue provision of the COD account option.

While COD accounts are intended to allow Rewarda Member's to obtain cash on the go, it is also expressly understood and agreed by the Rewarda Member that the availability of cash from their COD account is never guaranteed to be instantaneous or timely for particular purpose. Transfer of funds from any COD account to the requesting Rewarda Member will always be subject to standard ACH transfer processing times and restrictions upon business and financial institution hours as well as the availability of any Rewarda personnel whose involvement may be required to complete any given request. This means that while the COD program is provided as a convenient additional feature of the Rewarda Member account system, it should never be considered a substitute for having immediate cash on hand in the event of any form of emergency.

ALL REWARDA MEMBERS EXPRESSLY AGREE, IN ADDITION TO ALL OTHER LIMITATIONS OF LIABILITY IN THIS AGREEMENT, THAT THEY SHALL NEVER RELY UPON THE REWARDA COD PROGRAM OR ANY REWARDA CODE ACCOUNT AS A MEANS FOR OBTAINING IMMEDIATE CASH IN THE EVENT OF ANY EMERGENCY OR MATTER OF NECESSITY OR IMPORTANCE OF ANY KIND AND THAT EACH OF THEM AGREES TO RELEASE, WAIVE AND FOREVER HOLD FULLY HARMLESS REWARDA AND ALL OF ITS AFFILIATES, AGENTS, EMPLOYEES OR AFFILIATES FROM ANY AND ALL FORMS OF LIABILITY OR DAMAGES FROM ANY ASSOCIATED EMERGENCY, CAUSE OR NEED IN RELATION TO WHICH THE REWARDA MEMBER MAY SEEK CASH FROM A COD ACCOUNT, INCLUDING ANY PERSONAL INJURY,

WRONGFUL DEATH, PHYSICAL OR EMOTIONAL HARM, LOST OPPORTUNITY, SPECIAL OR CONSEQUENTIAL DAMAGE, OR THIRD PARTY CLAIM OR ACT OF ANY KIND.

In all cases of COD requests from an Rewarda Member, Rewarda shall make reasonable commercial efforts to process and issue payment on the request from that Rewarda Member's COD account as soon as commercially practicable. Where for any reason Rewarda is unable to process a requested COD payment by ACH transfer, it shall issue a check for the requested amount to the Rewarda Member's provided address on the Rewarda Member's account. It is the responsibility of the Rewarda Member to maintain current account address information and to inform Rewarda if any check is not timely received. COD payment checks issued to a requesting Rewarda Member which are not cashed within 45 (forty five) days of issuance shall be cancelled by Rewarda and any points credit deducted from the concerned Rewarda Member's account(s) for the issued check amount shall thereafter be restored.

Card eligibility

Not all Visa, MasterCard, and American Express cards are eligible for registration. 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.

Transaction eligibility

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

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 PIN based purchases, purchases you initiate through identification technology that substitutes for a PIN, 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), payments of existing balances, balance transfers, or transactions that are not processed or submitted through the Visa U.S.A., MasterCard, and American Express payment systems, and that these transactions are not eligible.

Maximum cash-back per transaction is \$250.

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 Personal Identification Number (PIN) when paying for your purchases with your enrolled card if you want the transaction to be eligible for rewards or offer completion.

Right to Change Website Content

The Website will be updated as product offerings change, or as the communication needs or desired of Rewarda develop. Rewarda makes no guarantees that content provided through the Website will remain available to the public through the Website. Rewarda may also update or alter the layout, designs, or links within the Website.

Links to Third-Party Websites

Rewarda may link to third party websites through the Website. Rewarda makes no guarantees that the websites featured on these links provide accurate or complete content. Links provided through the Website do not create an endorsement relationship or an affiliation with Rewarda. Rewarda reserves the right to remove these third party links at any time. Please review the terms of use or privacy policies of these websites for rights and restrictions.

Use of Rewarda’s Intellectual Property

Unless otherwise noted, the Website and all materials on the Website including text, images, illustrations, designs, icons, photographs, video clips and other materials, and the copyrights, trademarks, trade dress and/or other intellectual property in such materials (collectively, the “Contents”), are owned, controlled or licensed by Rewarda and other trademarks appearing on the Website are the trademarks of Rewarda or its affiliates.

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Rewarda is being offered to you, the Employee, through your Employer contracting with an Rewarda Partner. If your Employer terminates its customer relationship with the Rewarda Partner or if you quit or are terminated from your Employer, your Rewarda participation may be terminated within 90 days.

DISPUTE RESOLUTION ARBITRATION

By visiting Website you agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, "Disputes") will be settled by binding arbitration between you and Rewarda, except the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. You acknowledge and agree that you and Rewarda are each waiving the right to a trial by jury or to participate as a plaintiff or class in any purported class action or representative proceeding. Further, unless both you and Rewarda otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding.

ARBITRATION RULES AND GOVERNING LAW

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at www.adr.org or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

Limitation of Liability

By using the Rewarda Service, you agree to defend, indemnify and hold harmless Rewarda and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their Employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Website including any data or content transmitted or received by you; (ii) your violation of any term of the Terms of Use or Privacy Policy (Agreements), including without limitation your breach of any of the representations and warranties you make in these Agreements; (iii) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; (iv) your violation of any applicable law, rule or regulation; (v) any claim or damages that arise as a result of any of your User Content or any that is submitted via your account; or (vi) any other party's access and use of the Website with your username, password or other appropriate security code.

THE SERVICE AND ANY PRODUCT YOU RECEIVE THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE AND WEBSITE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND THE PRODUCTS ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT

NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, REWARDA, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE OR THE PRODUCTS WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL REWARDA, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS WEBSITE OR SERVICE. UNDER NO CIRCUMSTANCES WILL REWARDA BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REWARDA ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AVAILABLE ON OR THROUGH THE MOBILE APPLICATION OR WEBSITE; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR WEBSITE, MEMBERSHIP SERVICE OR ANY PRODUCT RECEIVED FROM OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE WEBSITE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

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If California users have any questions or complaints about Rewarda, they may also contact The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs through writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

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