

## **Imprint Rewards Program Terms and Conditions for BurgerFi**

These Imprint Rewards Program Terms and Conditions ("**Terms**") describe the terms and conditions of the Imprint Rewards Program applicable to your BurgerFi-branded Imprint Card ("**BurgerFi Card**"). These Terms supplement and incorporate the Imprint Terms of Service, which includes your Cardholder Agreement. Please refer to the Terms of Service for capitalized terms not defined in these Terms, and for further details on using your BurgerFi Card.

The Imprint Rewards Program allows you to receive the rewards described in these Terms when you make eligible purchases with your BurgerFi Card, and to redeem those rewards as a statement credit on future purchases. By requesting a BurgerFi Card or by using your BurgerFi Card to complete a Transaction, you agree to these Terms.

### **Receiving Rewards on Eligible Purchases**

Under the Imprint Rewards Program, you can receive a reward based on a percentage of the purchase amount for eligible Transactions charged to your BurgerFi Card ("**Reward**"). We calculate your Reward by taking the amount associated with an eligible Transaction, and multiplying that amount by the applicable Reward percentage, rounded to the nearest cent. In order to receive a Reward, you must use your BurgerFi Card as described in these Terms. You will not receive a Reward under these Terms if you use a different card, including a Card other than your BurgerFi Card, to make purchases. Your ability to receive rewards when using a Card other than your BurgerFi Card is subject to separate reward terms and conditions specific to that other Card.

Subject to the **Ineligible Transactions** section below, each Reward is based on a percentage associated with eligible Transactions made at certain merchants or in a certain merchant category, as described on the BurgerFi Card Rewards Details page within the Imprint app. For Transactions that receive a Reward at a rate higher than 1%, you will receive the higher Reward rate on the first \$25,000 of those Transactions. After you reach \$25,000, you will receive Rewards at a rate of 1% on all Transactions (regardless of merchant category or merchant) for the remainder of the calendar year.

For any rewards linked to a merchant reward category, merchants are identified by a merchant category code ("**MCC**") assigned to them by the card networks, based on what they primarily sell. We determine a Transaction's Reward eligibility based on the MCC associated with the Transaction. We do not control, and are not responsible for, what MCC gets associated with any Transaction. As a result, you may not receive a Reward if we receive inaccurate information from the merchant or card network, including an incorrect MCC, or are otherwise unable to identify the Transaction as eligible for a particular Reward percentage based on its associated MCC. For example, you may not receive a Reward from a particular merchant if (1) the merchant uses a third-party to sell its products or services and that third-party uses an MCC that is different from the merchant's own MCC; (2) the merchant uses a third-party to process or submit your Transaction (such as a mobile or wireless card reader) that assigns a different MCC to the Transaction; or (3) you choose to make a purchase using a third-party payment account

or make a purchase using a mobile or digital wallet, which may assign its own unique MCC to the Transaction.

We will typically credit your Reward balance to reflect your new Reward the same day you complete the Transaction. Once added to your Reward balance, your new Reward will not be redeemable for a statement credit until after the Transaction settles, which is typically within 1 to 2 days of the Transaction. See **Redeeming Rewards** for further information.

### **Promotional Rewards**

We may, from time to time, offer you other ways to receive promotional Rewards using your BurgerFi Card, as further described in the Imprint app or other communications to you. The receipt and redemption of such promotional Rewards are subject to these Terms, except as otherwise expressly stated in the Imprint app or other communication.

### **Ineligible Transactions**

You will not receive a Reward for Transactions— including eligible Transactions as described above – that involve the following: balance transfers, cash advances, checks that access your Card Account, traveler’s checks, foreign currency purchases, money orders, wire transfers (and similar cash-like transactions), lottery tickets and gaming chips (and similar betting transactions), loads or reloads of balances on gift cards or prepaid cards, cash or cash equivalents including cryptocurrency, other financial instruments, and person-to-person payments.

In addition to these ineligible Transactions, you will not be able to receive Rewards if any of the following occur (each a “**Default**”), until we determine that the circumstances that caused the Default are no longer present.

- Your Card Account is delinquent or otherwise not in good standing
- We suspect that you are engaged in any gaming, or any abusive or other suspicious behavior, with respect to your Imprint Card Account or the Imprint Rewards Program
- You have violated any provision of these Terms or the Imprint Terms of Service

### **Adjustments and Corrections**

The Reward you initially receive for an eligible Transaction may be subject to further adjustment and correction, if, among other reasons:

- The Transaction is refunded (in whole or in part) due to a return or other reason, or the merchant has agreed to adjust the price you paid
- The Transaction is reversed due to a chargeback, whether for fraud or other reason
- The Reward was calculated based on the pre-authorized Transaction amount, but the final Transaction amount is different from the pre-authorized amount. This can occur when, for example, you pay for a hotel room or gas with your BurgerFi Card, and the hotel or gas merchant pre-authorizes your BurgerFi Card for a larger amount to make sure you can cover the full expense. This hold will typically be released as soon as

you're charged for the actual Transaction amount (which may be less, but can be more) or the hold is removed by the merchant

- A calculation error or other mistake in crediting you with a Reward

Adjustments and corrections can occur up to 30 days after the Transaction, but can be later, depending on a merchant's return or refund policy, the time in which you may initiate a chargeback, and other reasons.

Because you are able to redeem a Reward within 1-2 days of a Transaction, and that Reward may be subject to a subsequent adjustment or correction, you may end up with a negative Rewards balance. If you have a negative Rewards balance, you authorize Imprint, at Imprint's discretion, to charge your Card Account for an amount equal to the negative Rewards balance in order to bring your Rewards balance to zero. The charge will be reflected on your next billing statement and will be due in full as part of your Card Account Balance.

### **Redeeming Rewards**

You may only redeem Rewards that you received under these Terms using your BurgerFi Card, after enabling the Rewards redemption option in the Imprint app for your BurgerFi Card, in the form of a statement credit that is automatically applied to your Card Account the next time you complete any eligible Transaction with your BurgerFi Card. You cannot redeem Rewards received under these Terms for Transactions made with another Card.

If you enable the Rewards redemption option in the Imprint app for your BurgerFi Card and then complete an eligible Transaction using your BurgerFi Card, you authorize Imprint to automatically apply your Rewards on your behalf to your Card Account, up to the amount of the Transaction or your Reward balance (whichever is less). For example, if you currently have a \$20 Reward balance and then use your BurgerFi Card to make a \$100 purchase, your Card Account will be charged \$100 for the Transaction and then immediately credited with a \$20 statement credit, thus reducing your Card Account Balance to \$80 and your Reward balance to \$0 (assuming there was no other balance on your Card Account). If you currently have a \$20 Reward balance and then use your BurgerFi Card to make a \$10 purchase, your Card Account will be charged \$10 for the Transaction and then immediately credited with a \$10 statement credit, thus reducing your Card Account Balance to \$0 and your Reward balance to \$10. To redeem the remaining \$10 Reward, you must complete another eligible Transaction using your BurgerFi Card.

In the event a Default occurs, you will not be able to redeem any Rewards, until we determine that the circumstances that caused the Default are no longer present.

### **Expiration of Rewards and Other Restrictions**

Rewards do not expire. If we (1) terminate the Imprint Rewards Program, (2) you or we cancel your BurgerFi Card, or (3) you or we close your Card Account, we will apply the then-current Rewards balance to your Card Account as a statement credit.

However, if we cancel your BurgerFi Card or close your Card Account due to an “event of default” as described in your Cardholder Agreement, your Rewards will immediately expire and will not be applied to your Card Account.

You may not assign, transfer or pledge your Rewards. You have no property rights or other legal interest in your Rewards. Rewards are not redeemable for cash.

### **Errors and Disputes**

If you believe an error has occurred and you are eligible for a Reward that you haven’t received or you were given an incorrect Reward, please contact us by email at [support@imprint.co](mailto:support@imprint.co) or by phone at (888) 410-3664. We may ask you to submit documentation related to the Transaction associated with the Reward in order to service your request.

### **Changes to the Program**

We reserve the right, at any time and at our sole discretion, to make any changes to or discontinue the Imprint Rewards Program, including by eliminating or altering any Reward percentages, eligible Transaction categories, redemption options, and any other aspect of the Imprint Rewards Program or these Terms. If any changes are made, we will notify you of such changes by such means as we deem appropriate, which may include posting an updated version of these Terms to the Imprint app, and as otherwise required by law, at which time such updated Terms shall immediately become effective.