

## **Imprint Rewards Program Terms and Conditions for the Rakuten American Express® Card**

Ebates Performance Marketing, Inc. dba Rakuten Rewards, ("**Rakuten**") is the sponsor of the Rakuten Rewards Program (the "**Rewards Program**"), a promotional program offering rewards and incentives to eligible cardholders in connection with qualifying credit card transactions applicable to the use of the Rakuten American Express Card ("**Program Card**"). Imprint Payments, Inc. ("**Imprint**") provides administrative, servicing, and technical support for the Rewards Program on behalf of Rakuten. Rakuten has authorized Imprint to act on its behalf in administering the Rewards Program, including but not limited to implementing Reward Program rules and communicating with cardholders regarding the Rewards Program.

These Rakuten Rewards Program Terms and Conditions for the Rakuten American Express Card ("**Terms**") describe the terms and conditions of the Rewards Program applicable to the use of the Program Card.

The Rewards Program allows you ("You" or "Cardholder") to earn Cash Back rewards ("**Rewards**") based on a percentage of the purchase amount for eligible purchases with your Program Card. Rewards are issued by Rakuten as described in the [Rakuten Terms & Conditions](#) ("Rakuten Terms & Conditions"). The issuance and redemption of Rewards are governed by the Rakuten Terms & Conditions established by Rakuten. By applying for a Program Card, you agree to these Terms. Imprint is not responsible for any aspect of Rakuten's Rewards Program, including the issuance of Rewards or your ability to redeem Rewards with Rakuten. By applying for a Program Card, you agree to these Terms and the terms of the Rakuten Rewards Program Terms & Conditions, which have been incorporated herein by reference.

### **Earning Rewards on Eligible Purchases**

Rakuten calculates your Reward by (1) taking the amount associated with an eligible transaction, (2) multiplying that amount by the applicable Reward rate, and (3) rounding the total down to the nearest whole cent.

In order to earn a Reward, you must use your Program Card as described in these Terms. You will not earn a Reward under these Terms if you use a card other than your Program Card to make a purchase.

Rewards are earned based on the rate associated with eligible transactions made at certain merchants or in certain merchant categories, as described below.

The Rewards earning rates are:

- Extra 4% Cash Back on eligible Rakuten purchases (online & in-store), up to \$7,000 in a calendar year, 1% Cash Back on eligible Rakuten purchases after the \$7,000 cap
- Extra 5% Cash Back on eligible Rakuten Dining Program purchases for a total of 10% Cash Back
- 2% Cash Back on eligible Grocery and Restaurants purchases
- 1% Cash Back on all other eligible purchases

For any Reward based on Rakuten transactions, the amounts eligible for each earning rate will be determined by Rakuten or Imprint. Purchases with gift cards may not qualify for Cash Back if excluded in the terms of offer by an affiliate store. Rakuten and Imprint reserve the right to modify the eligibility requirements for the 4% Reward rate at our or Rakuten's sole discretion.

For any Reward linked to a merchant 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 earn 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 earn 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.

In order to receive Rewards on eligible Rakuten Dining Program and Rakuten In-Store purchases, your Program Card must be added to the Rakuten wallet so that it can automatically be linked to certain third party offer networks, including but not limited to Rewards Network Establishment Services Inc. to track the transactions in order to determine your Reward eligibility. If you subsequently enroll your Program Card with another dining program that is not operated by Rakuten or remove your card from the Rakuten wallet, you will no longer be eligible for such Rewards through Rakuten. If you enroll your Program Card to earn rewards under a third-party dining program, you will no longer be eligible to earn rewards under the Rakuten Dining Offers, and Rakuten will notify you of this by email. Purchases made through the Rakuten Dining Program do not count toward the \$7,000 annual cap on Rakuten purchases.

The following types of Rakuten purchases will only be eligible for 1% Cash Back:

- Purchases made using short-term loan installment or "Buy Now, Pay Later" services
- Travel purchases, except for airline purchases made directly with the airline or prepaid hotel reservations
- Purchases from Rakuten merchants that do not offer Cash Back or offer coupons only
- Purchases made from a different Rakuten account than the one linked to your primary Program Card account (e.g., an authorized user's Rakuten account). To earn the higher Reward earning rate for Rakuten purchases, they must be made through the Cardholder's linked Rakuten account using the Program Card.

We may from time to time offer temporary promotional additional rewards earning rates that apply to transactions at certain merchants or merchant categories. We may communicate the terms of these promotional earning rates to you via the Imprint website or app, Rakuten website or app, or other communications.

You must maintain an active Rakuten account in good standing and linked to your Program Card account to have Rewards added to your balance. If you do not, Rakuten will be unable to add your pending Rewards to your Rewards balance.

### **Promotional Rewards**

We or Rakuten may, from time to time, offer you other ways to earn promotional Rewards using your Program Card, as further described on the Imprint website or app, Rakuten website or app or other communications to you. The receipt and redemption of such promotional Rewards are subject to these Terms and any Rakuten Terms & Conditions, as applicable, except as otherwise expressly stated on the Imprint website or app, Rakuten website or app or other communication.

### **Ineligible Transactions**

You will not earn Rewards for any of the following transactions: balance transfers, transactions made with checks that access your Program Card account, and cash advances, including to obtain cash equivalents, such as traveler's checks, foreign currency, money orders, lottery tickets and gaming chips (and similar betting transactions), wire transfers, loads or reloads of balances on gift cards or prepaid cards, cryptocurrency, and person-to-person payments.

### **Limitations Upon Default**

In addition to these ineligible transactions, you will not earn and may not be able to redeem previously earned Rewards (in whole or in part) so long as any of the following apply to your Program Card account (each a "Default").

- Your Program 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 Program Card account or the Imprint Rewards Program

- You have violated any provision of these Terms or your Cardholder Agreement
- You have violated any of the [Rakuten Terms & Conditions](#) or your Rakuten account is otherwise not in good standing

In the event of a Default, Imprint or Rakuten reserves the right to withhold or suspend the earning or redemption of Rewards in whole or in part.

### **Adjustments and Corrections**

The Rewards you earn for an eligible transaction may be subject to adjustment, if, among other reasons:

- The transaction is refunded (in whole or in part) by a merchant due to a return or other reason, or the merchant has agreed to adjust the price you paid. Note that refunds posted to your Program Card account (whether or not the refund corresponds to a purchase made on a Program Card or another card) are treated as a credit transaction (*i.e.*, one that posts a credit to your Program Card account), and will result in a negative adjustment to your Rewards balance subject to the same applicable earning rates as purchase transactions;
- The transaction is reversed due to a chargeback, whether for fraud or other reason;
- The Rewards were 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 Program Card, and the hotel or gas merchant pre-authorizes your Program 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; or
- A calculation error or other mistake by Imprint or Rakuten in crediting you with Rewards.

An adjustment can occur any time after the related transaction, depending on a merchant's return or refund policy, the time in which you may initiate a chargeback, and other reasons.

### **Redeeming Rewards**

Once added to your Rakuten account, you may redeem your Rewards from Rakuten pursuant to any Rakuten Terms & Conditions.

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

Expiration for Rewards, and other restrictions, is determined solely by Rakuten. If we cancel your Program Card or close your Program Card account due to an "event of default" as described in your Terms of Service or your Cardholder Agreement or you are in Default under these Terms, we or Rakuten reserve the right to suspend, cancel, or revoke any Rewards you earned using the Program Card.

If you cancel your Program Card or close your Program Card account for any reason, or we cancel your Program Card or close your Program Card account due to an event of default, your Pending Rewards will immediately expire.

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

### **Errors and Disputes**

If you believe an error has occurred and you are eligible for Rewards that you haven't received or you were given an incorrect Rewards amount, please contact Rakuten.

### **Refer A Friend Program**

If you participate in the Program Card's Refer a Friend Program, you understand that the person who referred you may become aware of the existence of an account opened in your name.

### **Changes to the Program**

We reserve the right, at any time and at our sole discretion, to make any changes to or discontinue the Rewards Program, including by eliminating or altering any Rewards rates, eligible transaction categories, or any other aspect of the 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 website or app, Rakuten website or app, and as otherwise required by law, at which time such updated Terms shall immediately become effective.

Changes to the Rakuten Rewards program made by Rakuten may impact your ability to earn Rewards using your Program Card, and any such changes will amend these Terms immediately upon their effectiveness under the Rakuten Terms & Conditions. If Rakuten terminates its Rakuten Rewards program, these Terms will immediately terminate and you will not earn Rewards if you use your Program Card on or after termination of the Rakuten Rewards program.

**Issuer Statement**

The Rakuten American Express® Card is issued by First Electronic Bank, pursuant to a license from American Express. American Express is a registered trademark of American Express. The Rakuten American Express® Card is powered by Imprint Payments, Inc.

*Effective June 25, 2025*