

## MoneyLion Rewards Program Terms and Conditions

Updated as of June 9, 2020

**Important Note:** *These MoneyLion Rewards Program terms are being updated in connection with the introduction of the RoarMoney account established by MetaBank<sup>®</sup>, National Association, MoneyLion's new banking partner. We are also consolidating the terms and conditions for what had previously been separate terms for the MoneyLion Rewards Program, MoneyLion Cashback Rewards Program and MoneyLion Banking Cash Back Rewards Program (the "Existing Reward Programs"). These terms and conditions supersede and replace in their entirety the terms and conditions of the Existing Rewards Programs. Additionally, we are making certain other changes to the Existing Rewards Programs. In particular, please note that effective as of August 1, 2020, you will no longer be able to redeem rewards points for a gift card. After that date, points will only be redeemable as a credit to your MoneyLion investment account as further detailed below. Where these terms refer to using a debit card, these terms apply equally to the MoneyLion Debit Mastercard<sup>®</sup> associated with the RoarMoney account as well as to any existing MoneyLion Visa<sup>®</sup> Debit Card you have that is associated with your MoneyLion Checking Account established at Lincoln Savings Bank. Please review these terms to familiarize yourself with the new terms for the program.*

The following terms and conditions (the "Terms") are applicable to the rewards program (the "MoneyLion Rewards Program") that ML Plus LLC and its affiliates (collectively "MoneyLion") offer to MoneyLion users. The MoneyLion Rewards Program allows users to earn promotional points ("Rewards Points") redeemable for credits to users' MoneyLion investment accounts or for other items as may be designated by MoneyLion from time to time. These Terms are subject to other agreements you enter into with MoneyLion and its affiliates and service providers, including, without limitation, the MoneyLion Terms of Service, Membership Agreement and Privacy Policy.

As the administrator of the MoneyLion Rewards Program, MoneyLion is solely responsible for the terms and conditions of your participation in the MoneyLion Rewards Program, your eligibility for program rewards and any tax withholding or reporting obligations relating to the MoneyLion Rewards Program. None of MoneyLion's service providers or partner banks, including MetaBank or Lincoln Savings Bank (each a "Bank") have any duties, obligations or relationship with respect to the MoneyLion Rewards Program. MetaBank and Lincoln Savings Bank are not affiliated in anyway with the MoneyLion Rewards Program and do not endorse or sponsor this offer. Your use of your MoneyLion account and related products and services, including use of any deposit account provided by a Bank in connection with your MoneyLion account (each a "Deposit Account") and associated MoneyLion-branded debit card (each a "Debit Card") constitutes your acceptance of these Terms.

These Terms are subject to change or cancellation from time to time for any reason or no reason, including to change the terms for earning rewards, imposing limits on rewards or canceling rewards. MoneyLion may also supplement these Terms to introduce new rewards promotions or modify existing promotions. MoneyLion may provide notice of changes to the MoneyLion Rewards Program as and if required by applicable law. Your continued use of your MoneyLion account

and related products and services after any changes are made to these Terms will constitute your agreement to and acceptance of any such changes.

### **Eligibility and Participation**

By signing up for a MoneyLion account, you will automatically be enrolled in the MoneyLion Rewards Program and will have the opportunity to earn Rewards Points. In order to earn Rewards Points, you must have an active MoneyLion account in good standing, and you must download the MoneyLion mobile application (the "MoneyLion App"). To redeem Rewards Points you have earned, you must be a MoneyLion member in good standing (which may include being current on payments of any loans you have borrowed from MoneyLion or its affiliates or partner banks), have an active Deposit Account established at one of MoneyLion's partner Banks and have made at least one purchase transaction using your MoneyLion Debit Card. Additionally, beginning on August 1, 2020, in order to redeem Rewards Points, you will also be required to open a MoneyLion investment account managed by MoneyLion's subsidiary, ML Wealth LLC (an "Advisory Account").

### **Earning Points**

You may earn Rewards Points in connection with your everyday spending and by completing other actions that MoneyLion designates from time to time as subject to the MoneyLion Rewards Program. Specific terms and conditions for rewards opportunities (including the Rewards Points you can earn for each opportunity) will be posted in the Rewards section of the MoneyLion App or on MoneyLion's websites, including the Rewards Program Frequently Asked Questions available at [help.moneylion.com](http://help.moneylion.com). Please visit the App and those sites for more information on currently available rewards opportunities. The amount of Rewards Points granted for different behavior will vary, and is at MoneyLion's sole discretion. However, regardless of the method for accumulation of Rewards Points, upon redemption of the Rewards Points, one Reward Point will always be the equivalent of \$0.01.

Each time you earn Rewards Points, your points balance will be updated, which you can view by logging into the MoneyLion App and navigating to the "Rewards" tab. If you believe that you have validly earned Rewards Points that have not been posted to your account, please go to [help.moneylion.com](http://help.moneylion.com) to contact customer support for assistance.

MoneyLion's decisions regarding Rewards Points discrepancies shall be final. Unless specifically authorized by MoneyLion, Rewards Points may not be combined with other discounts, special rates, promotions or other reward programs offered by MoneyLion or a Bank. MoneyLion may expire your Rewards Points if you are not a MoneyLion member in good standing or if you have been inactive for a period of at least 180 days.

MoneyLion may further limit the number of Rewards Points you can earn or use within certain periods of time, or may implement other restrictions related to the receipt or use of Rewards Points. Some opportunities to earn Rewards Points may implicate additional terms and conditions, including those of MoneyLion's partners and merchants.

### **Redeeming MoneyLion Rewards Points**

The Rewards Points you earn will be redeemable in the manner determined by MoneyLion. Currently, once you meet the minimum amount of points required for redemption (2,500 points), Rewards Points may be redeemed either (1) as a credit into your Advisory Account, or (2) for gift

cards redeemable at various retailers nationwide. However, effective as of August 1, 2020, Rewards Points may only be redeemed as a credit to your Advisory Account. In order to redeem Rewards Points for a gift card, you must make your redemption by that date.

To redeem Rewards Points, go to the Rewards tab in the MoneyLion App, click on your points balance and then follow the steps to redeem points. You can also find instructions on redemption in the Rewards Program Frequently Asked Questions available at [help.moneylion.com](https://help.moneylion.com).

For any Rewards Points that are redeemed as a credit to your Advisory Account, those funds will be subject to all of the terms and conditions of your ML Wealth LLC investment advisory agreement and ML Wealth's Form ADV, available at <https://moneylion.com/adv>. Among other things, funds in your Advisory Account are not FDIC insured, may lose value and are subject to a \$0.25 per-security broker-dealer withdrawal fee and a periodic account administrative fee. Additionally, Rewards Points that are credited to your Advisory Account will be subject to any encumbrance or other restriction to which you have agreed, including pledging such funds as collateral to secure payments you owe under any loan you have borrowed from MoneyLion or its affiliates or partner banks, or to secure other obligations owed to MoneyLion or its affiliates.

MoneyLion reserves the right to modify the amount of Rewards Points you may earn for various actions, the conversion rate of your Rewards Points into Advisory Account credits or other rewards items, and the manner in which points may be redeemed. Currently, one Rewards Point is the equivalent of \$0.01.

All redemptions are final and no refunds or returns of Rewards Points will be given once a redemption has been made. Please refer to the Rewards Program Frequently Asked Questions available at [help.moneylion.com](https://help.moneylion.com) for additional instructions on how to redeem Rewards Points.

### **Specific Terms for Cash Back Rewards**

From time to time, MoneyLion may offer Rewards Points in the form of "Cash Back Rewards" through promotions that allow you to earn cash back on Qualified Purchases (as defined below) you make with your Debit Card. The following additional terms apply to Cash Back Rewards promotions:

Cash Back Rewards accrue as points like standard Rewards Points do, but will be awarded as a cash equivalent (1 point is the equivalent of \$0.01) without requiring you to meet the normal 2,500 minimum point threshold for redeeming Rewards Points. Cash Back Rewards may also be subject to additional terms not applicable to standard Rewards Points. These Terms will be supplemented with the specific terms and conditions that apply to a particular cash back promotional offer, which may include how to earn Cash Back Rewards, the amount of Cash Back Rewards earned for Qualified Purchases, any applicable cap on Cash Back Rewards relating to the promotion, how Cash Back Rewards will be awarded, and any limitations and restrictions that may apply to the promotion. If there are any discrepancies between these Terms and the terms in a Cash Back Rewards promotional supplement, the terms of the promotional supplement will control.

For any Cash Back Rewards promotion, "Qualified Purchases" are those purchases that post to your account from the merchants or transaction categories specified as Qualified Purchases in a particular cash back promotional offer, minus any returns, credits or other adjustments. A promotional offer may specify that your eligibility for Cash Back Rewards will be determined based on specified Merchant Category Code(s). Neither MoneyLion nor the Banks determine which

Merchant Category Code a merchant chooses to classify itself, and neither MoneyLion nor a Bank will be responsible for any Merchant Category Code determination made by a merchant. Qualified Purchases do not include balance transfers, cash advances, loan proceeds, ATM transactions, finance charges, fees, interest charges, gambling transactions, unauthorized/fraudulent transactions (as determined by MoneyLion) and certain other charges as set forth in the terms and conditions for the specific rewards program. Transactions that are not Qualified Purchases do not earn Cash Back Rewards.

To be eligible for Cash Back Rewards, your Deposit Account must be open and in good standing with a positive balance, you must have an open and in good standing Advisory Account and be a member in good standing of MoneyLion.

Any Cash Back Rewards that you earn will be awarded in accordance with the terms of the applicable promotional offer and, once awarded, will be credited to your Advisory Account. Unless MoneyLion specifies otherwise in a particular cash back promotional offer, MoneyLion will determine how Cash Back Rewards are awarded.

Like other Rewards Points, Cash Back Rewards have no value until awarded pursuant to the terms of the particular cash back promotional offer. Generally, Cash Back Rewards you earn will accrue and will be awarded on the timeframe set forth in the applicable promotional terms and conditions supplement. MoneyLion may, in its discretion, elect to award Cash Back Rewards on a more frequent basis. Earned Cash Back Rewards will be reflected on your Advisory Account statement. If either your Deposit Account or Advisory Account is closed before the Cash Back Rewards are awarded or if either account or your MoneyLion membership is not in good standing at the time Cash Back Rewards are to be awarded, all Cash Back Rewards will be forfeited.

If Cash Back Rewards have been awarded and credited, and thereafter the value of any transaction(s) forming part of any or all of the Cash Back Rewards is either refunded or credited, or otherwise rescinded, MoneyLion may, at its discretion, withhold subsequent Cash Back Rewards or collect any amount(s) you owe, in any appropriate manner, including, but not limited to, the posting of an equivalent dollar debit to your Deposit Account or Advisory Account.

### **Miscellaneous**

Rewards Points are non-negotiable and cannot be redeemed for any benefit except those designated by MoneyLion. Rewards Points do not have value until they are awarded pursuant to these Terms. Until they are awarded, Rewards Points are not property, and may not be brokered, bartered, attached, pledged, gifted, sold, or unless specifically authorized by MoneyLion, transferred to anyone else under any circumstances, including, but not limited to: disability, death or in connection with any domestic relations dispute and/or legal proceeding.

MoneyLion can immediately suspend or disqualify you from the MoneyLion Rewards Program, in whole or in part, at any time and for any reason. MoneyLion will suspend or disqualify you from the MoneyLion Rewards Program if you or anyone associated with your membership (1) violates these Terms, any terms and conditions governing your MoneyLion membership, Deposit Account, Advisory Account or other account you have with MoneyLion or its affiliates or partners, (2) engages in fraud or suspected fraud, misuses or games the MoneyLion Rewards Program, or (3) takes another similar action, as determined by MoneyLion in its sole discretion.

If MoneyLion suspends or cancels your participation in the MoneyLion Rewards Program, this action may (1) prevent you from earning and/or using Rewards Points, (2) decrease Rewards

Points value, (3) cause you to lose Rewards Points, and/or (4) require MoneyLion to close your MoneyLion membership, Deposit Account, Advisory Account or other account you have with MoneyLion or its affiliates or partners. You are responsible for all transactions and other activities relating to your participation in the MoneyLion Rewards Program.

The MoneyLion Rewards Program is provided for personal, family and household use only. MoneyLion reserves the right to disallow or revoke Rewards Points or debit the Advisory Account for the monetary value of Rewards Points already awarded and credited for actions made for other than personal, family or household use.

You agree to release MoneyLion, each Bank and their affiliates, partners, service providers, directors, officers, employees, contractors, agents and representatives from all liability for loss, claim, expense or damages sustained by you, in connection with the receipt, ownership or use of any Rewards Points. The foregoing parties shall not be liable for incidental, punitive, exemplary, indirect or consequential damages (including lost profits), and the sole extent of liability, if at all, shall not exceed the actual value of the Rewards Points you earn. Neither MoneyLion nor the Banks are responsible for typographical errors and/or omissions in any MoneyLion Rewards Program document.

You are responsible for determining any tax liability arising from participation in the MoneyLion Rewards Program. Consult your tax advisor concerning tax consequences.

#### Bank Disclosures

RoarMoney<sup>SM</sup> demand deposit account provided by, and MoneyLion Debit Mastercard issued by, MetaBank<sup>®</sup>, N.A., Member FDIC. RoarMoney is a service mark of MoneyLion, which offers the RoarMoney Account among its suite of financial products and services. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International.

Existing MoneyLion Checking Account provided by, and MoneyLion Visa<sup>®</sup> Debit Card issued by, Lincoln Savings Bank, Member FDIC. Terms and conditions apply.

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## MoneyLion Shake 'N' Bank Cash Back Promotion – Supplement to MoneyLion Rewards Program Terms and Conditions

This MoneyLion Shake 'N' Bank Cash Back Promotion is a supplement to, and is incorporated into and made a part of, the MoneyLion Rewards Program Terms and Conditions (the "Terms"), all of which apply to this promotional supplement. Capitalized terms not defined herein shall have the meanings ascribed to them in the Terms.

With the MoneyLion Shake 'N' Bank Cash Back Promotion, you can earn Cash Back Rewards on all Qualified Purchases (as defined below) that you make with your Debit Card once you successfully complete the "Shake 'N' Bank" actions described in this supplement. Any Cash Back Rewards you earn under this promotion will accrue and be credited to your Advisory Account, as further detailed below.

"Qualified Purchase" for this MoneyLion Shake 'N' Bank Cash Back Promotion means any purchase of at least \$10.00 in a single transaction that you make with your Debit Card. Qualified Purchases do not include balance transfers, cash advances, ATM transactions, finance charges, fees, interest charges, gambling transactions, unauthorized/fraudulent transactions and certain other charges. Transactions that are not Qualified Purchases do not qualify for Cash Back Rewards consideration.

After you have made a Qualified Purchase, you will receive a push notification or link on your mobile device from MoneyLion prompting you to physically "shake" your device in order to receive Cash Back Rewards for the Qualified Purchase. To receive your Cash Back Rewards, click the push notification or link and shake your device until you are notified of the Cash Back Reward that you have received. Alternatively, you can access the Shake 'N' Bank feature for your Qualified Purchases on the Rewards Activity page of the MoneyLion App. Follow the prompt within the MoneyLion App and then click the Shake 'N' Bank icon until you receive your Cash Back Reward notification. Your opportunity to receive Cash Back Rewards may expire if you do not successfully complete the Shake 'N' Bank activity within a time period disclosed to you in the MoneyLion App.

For each Shake 'N' Bank opportunity, you can earn Cash Back Rewards (once awarded as a cash equivalent) between \$0.01 and the entire amount of the applicable Qualified Purchase, subject to a maximum of \$120.00 per Qualified Purchase. The amount of Cash Back Rewards you earn is determined using a randomized, weighted algorithm with smaller Cash Back Rewards being awarded more frequently than larger ones. Minimum amounts of Cash Back Rewards may vary based on the amount of your Qualified Purchase, and Cash Back Rewards for a certain number of initial Qualified Purchases may be greater than those generated by the randomized algorithm. There is no limit to the total amount of Cash Back Rewards you can earn under this promotion, though you will not be able to earn more than your purchase amount (subject to the \$120 maximum) on any given Shake 'N' Bank opportunity.

If you process your Qualified Purchase as a "debit" transaction, any Cash Back Rewards you earn will generally be credited to your Advisory Account instantly after you complete the Shake 'N' Bank activity. If you process your Qualified Purchase as a "credit" transaction and complete the Shake 'N' Bank activity, your Cash Back Rewards will be shown as pending until the Qualified Purchase settles, after which the Cash Back Rewards will be credited to your Advisory Account.

Any pending Cash Back Rewards associated with “credit” transactions that do not settle within 14 days of authorization of the transaction will expire and you will no longer be able to receive Cash Back Rewards in connection with that transaction. MoneyLion receives transaction data from third-party merchants and payment processors. MoneyLion will not be responsible for any failure of a merchant or payment processor to provide timely or accurate information regarding a purchase to MoneyLion.

As of June 9, 2020, MoneyLion has established a daily pool of at least \$2,500 in Cash Back Rewards to be randomly awarded in connection with this promotion. If the daily Shake ‘N’ Bank cash pool is exhausted on a given day, the randomized algorithm will no longer be used to determine Cash Back Rewards. Instead, anyone completing a Shake ‘N’ Bank activity for a Qualified Purchase after the pool is exhausted on that day will receive the minimum amount of Cash Back Rewards that MoneyLion has designated for the Qualified Purchase (based on the transaction amount). Unawarded amounts of any daily pool will expire and will not roll over to the next day. MoneyLion will not inform users if the daily Shake ‘N’ Bank cash pool is exhausted. MoneyLion may, from time to time during this MoneyLion Shake ‘N’ Bank Cash Back Promotion, modify the amount allocated to this daily pool.

The MoneyLion Shake ‘N’ Bank Cash Back Promotion is designed to be compatible with mobile devices that support the MoneyLion App. However, certain devices may not be able to facilitate the “shaking” function required to successfully receive Cash Back Rewards in this promotion. Additionally, the functionality of the Shake ‘N’ Bank feature may become disconnected or disabled as a result of poor connections or speeds or other technological limitations. MoneyLion, each Bank and their respective affiliates, directors, officers, employees, contractors, agents and representatives shall not be liable for any incompatibility or inoperability of your mobile device or lack of functionality of the Shake ‘N’ Bank feature or for any damage or injury that may result from using the Shake ‘N’ Bank feature.

This MoneyLion Shake ‘N’ Bank Cash Back Promotion offer applies to Qualified Purchases made on and after June 9, 2020 and shall continue indefinitely until canceled or modified by MoneyLion. This promotional supplement will be updated to reflect any cancellation or modification of the MoneyLion Shake ‘N’ Bank Cash Back Promotion.

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