

MoneyLion Banking Cash Back Program Terms and Conditions

Updated as of October 3, 2019

The following terms and conditions (the “Terms”) are applicable to the cash back rewards program (the “MoneyLion Banking Cash Back Program”) that MoneyLion Inc. and its affiliates (collectively “MoneyLion”) may provide to holders of the MoneyLion Visa® Debit Card issued by Lincoln Savings Bank (the “Bank”).

As the administrator of the MoneyLion Banking Cash Back Program, MoneyLion is solely responsible for the terms and conditions of your participation in the MoneyLion Banking Cash Back Program, your eligibility for program rewards and any tax withholding or reporting obligations relating to the MoneyLion Banking Cash Back Program. Your use of your MoneyLion Checking Account provided by the Bank (the “Checking Account”) and associated MoneyLion Visa® Debit Card constitutes your acceptance of these Terms. The Bank has no obligations relating to the MoneyLion Banking Cash Back Program.

These Terms are subject to change or cancellation from time to time for any reason or no reason, including for purposes of supplementing these Terms to introduce new cash back promotions or modify existing promotions. MoneyLion may provide notice of changes to the MoneyLion Banking Cash Back Program as and if required by applicable law. Your continued use of your Checking Account and associated MoneyLion Visa® Debit Card after any changes are made to these Terms will constitute your agreement to and acceptance of any such changes.

MoneyLion Banking Cash Back Program – General Terms and Conditions

1. With the MoneyLion Banking Cash Back Program, you can earn cash back on Qualified Purchases (as defined in Section 3) you make with your MoneyLion Visa® Debit Card (“Cash Back Rewards”) relating to cash back promotions that may be offered by MoneyLion from time to time. 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. Cash Back Rewards accrue as points and have no cash equivalent value until awarded pursuant to the terms of the particular cash back promotional offer. These Terms will apply to any offer described in a promotional supplement.
2. Any Cash Back Rewards that you earn will be awarded in accordance with the terms of the applicable promotional offer and, if awarded as a cash equivalent, will be deposited into your MoneyLion investment advisory account (“Advisory Account”). Unless MoneyLion specifies otherwise in a particular cash back promotional offer, MoneyLion will determine how Cash Back Rewards are awarded.
3. “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 Bank determines which Merchant Category Code a merchant chooses to classify itself, and neither MoneyLion nor the Bank will be responsible for any Merchant Category Code determination made by a merchant. Qualified Purchases do not include balance transfers, cash advances, ATM transactions, finance charges, fees, interest charges, gambling transactions, unauthorized/fraudulent transactions (as determined by MoneyLion) and certain other charges. Transactions that are not Qualified Purchases do not earn Cash Back Rewards.

4. To be eligible for Cash Back Rewards, your Checking Account must be open and in good standing with a positive cash balance, you must have an open and in good standing Advisory Account and be a member in good standing of MoneyLion (which may include being current on payments of any loan you have borrowed from MoneyLion or its affiliates or partner banks).

5. Generally, Cash Back Rewards you earn will accrue during each calendar month that you have an active Checking Account and MoneyLion Visa® Debit Card and will be awarded on a monthly basis in accordance with the applicable promotional offer during the month following each month any Cash Back Rewards accrued. Earned Cash Back Rewards will be reflected on your Advisory Account statement. MoneyLion may, in its discretion, elect to award Cash Back Rewards on a more frequent basis. If either your Checking 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.

6. Cash Back Rewards are non-negotiable and cannot be redeemed for any benefit except those designated by MoneyLion. Cash Back Rewards do not have cash value until they are awarded pursuant to the applicable cash back promotional offer. Until they are awarded, Cash Back Rewards 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.

7. For any Cash Back Rewards that are deposited into 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 \$1 per quarter account administrative fee. Additionally, Cash Back Rewards that are deposited into your Advisory Account will be subject to any encumbrance or other restriction you have agreed to regarding funds in your Advisory Account, 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.

8. Once Cash Back Rewards have been awarded and 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 Checking Account or Advisory Account.

9. MoneyLion's decisions regarding Cash Back Rewards discrepancies shall be final. Unless specifically authorized by MoneyLion, Cash Back Rewards may not be combined with other discounts, special rates, promotions or other reward programs offered by MoneyLion or the Bank.

10. MoneyLion can immediately suspend or disqualify you from the MoneyLion Banking Cash Back Program, in whole or in part, at any time and for any reason. MoneyLion will suspend or disqualify you from the MoneyLion Banking Cash Back Program if you violate any terms and conditions governing your Checking Account, Advisory Account or MoneyLion membership, engage in fraud or suspected fraud or someone associated with your Checking Account or Advisory Account does so, misuse or game the MoneyLion Banking Cash Back Program or if you take another similar action, as determined by MoneyLion in its sole discretion. If MoneyLion suspends or cancels your participation in the MoneyLion Banking Cash Back Program, this action may prevent you from earning and/or using Cash Back Rewards, decrease Cash Back Rewards value, cause you to lose Cash Back Rewards, and/or require MoneyLion and the Bank to close your Checking Account and/or Advisory Account. You are responsible for all transactions and other activities resulting from the use of your Checking Account and associated MoneyLion Visa® Debit Card.

11. The Checking Account, MoneyLion Visa® Debit Card and the Cash Back Rewards are provided for personal, family and household use only. MoneyLion reserves the right to disallow or remove Cash Back Rewards awarded for Qualified Purchases made for other than personal, family or household use.

12. You agree to release MoneyLion, the Bank and their respective affiliates, 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 Cash Back Rewards. 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 Cash Back Rewards you earn. Neither MoneyLion nor the Bank are responsible for typographical errors and/or omissions in any MoneyLion Banking Cash Back Program document.

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

MoneyLion Racing Fan 5% Cash Back Promotion – Supplement to MoneyLion Banking Cash Back Program Terms and Conditions

This MoneyLion Racing Fan 5% Cash Back Promotion is a supplement to and is incorporated into and made a part of the MoneyLion Banking Cash Back Program Terms and Conditions, all of which terms and conditions apply to this promotional supplement.

With the MoneyLion Racing Fan 5% Cash Back Promotion, you earn 5.00% cash back on up to \$2,000 of annual Qualified Purchases (as defined below) that you make with your MoneyLion Visa® Debit Card (“Cash Back Rewards”). Any Cash Back Rewards you earn will accrue and be deposited into your MoneyLion investment advisory account (“Advisory Account”). You can earn a maximum of \$100 of Cash Back Rewards in each calendar year for this MoneyLion Racing Fan 5% Cash Back Promotion.

“Qualified Purchases” for this MoneyLion Racing Fan 5% Cash Back Promotion means:

1. All purchases on the NASCAR.com Superstore.
2. Purchases of tickets to any NASCAR Monster Cup Series, XFINITY Series or Camping World Truck Series race through official ticket sellers.
3. At-track purchases during NASCAR race weekends from official food and beverage merchants and other official vendors at the following racetracks: Daytona International Speedway, Talladega Superspeedway, Michigan International Speedway, Richmond Raceway, Auto Club Speedway, Kansas Speedway, ISM Raceway, Chicagoland Speedway, Route 66 Raceway, Homestead-Miami Speedway, Martinsville Speedway, Darlington Raceway, Watkins Glen International, Atlanta Motor Speedway, Bristol Motor Speedway, Charlotte Motor Speedway, Kentucky Speedway, Las Vegas Motor Speedway, New Hampshire Motor Speedway, Sonoma Raceway and Texas Motor Speedway. Cash Back Rewards will not be earned for purchases from transient vendors (such as food trucks and other non-official vendors).

You will earn five cents (\$.05) Cash Back Rewards for each dollar (\$1.00) in net Qualified Purchases, up to the \$2,000 annual cap on Qualified Purchases and \$100 annual cap on Cash Back Rewards for this MoneyLion Racing Fan 5% Cash Back Promotion.

This MoneyLion Racing Fan 5% Cash Back Promotion offer applies to Qualified Purchases made on and after January 15, 2019 and shall continue indefinitely until canceled or modified by MoneyLion.

MoneyLion Shake ‘N Bank Cash Back Promotion – Supplement to MoneyLion Banking Cash Back 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 Banking Cash Back 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 MoneyLion Visa® 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 deposited into your Advisory Account.

“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 MoneyLion Visa® 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 mobile application. Follow the prompt within the mobile application 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 mobile application.

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 deposited into 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 deposited into 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 October 3, 2019, 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 mobile application. 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, the 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 October 3, 2019 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.
