

Triple CLO Terms and Conditions

OpenSky Rewards is a promotional incentive program offered by OpenSky, the issuer of a payment card (**the “Eligible Card”**) eligible to participate in the OpenSky Rewards program (**the “Program”**). These terms and conditions (the **“Terms and Conditions”**) apply to the individual or business to whom the Eligible Card is issued (**“you”** or **“Cardholder”**). It is an express condition to your access to and use of the Program that you agree to be bound by the Terms and Conditions.

Eligibility: Your Eligible Card must be in Good Standing (as defined herein) to be eligible to participate in the Program. We reserve the right to determine in our sole discretion whether a Cardholder is eligible to participate in the Program.

Participation in Program. Cash back rewards (**“Rewards”**) are earned when an eligible Cardholder makes a qualifying purchase using their enrolled payment card pursuant to these Terms and Conditions (**“Qualifying Purchase”**). To earn Rewards, you must fulfill the specific terms of a Program offer (**“Offer”**) made available through the Program platform found in <https://myaccount.openskycc.com>. Certain Offers may require that you activate them on the Program platform prior to making a Qualifying Purchase. You may be subject to additional terms and conditions, warranties, or other requirements of a merchant or offer provider (**“Contributing Company”**) participating in OpenSky Rewards. We reserve the right to modify, remove, or otherwise restrict any Offer at any time, but no such change will affect any Rewards earned prior to such change. With regard to qualifying transactions you make with your Eligible Card at a Contributing Company, you acknowledge that the Offer is not valid with other rebate or loyalty program offers. Purchases from a Contributing Company may not qualify if a separate coupon code or promotion is used or if your card is registered in another loyalty program. All offers are subject to the offer conditions as described in the offer description.

Opting Out of OpenSky Rewards: You may opt out or cancel your participation in the Program at any time for any Eligible Card by logging into your OpenSky online account or mobile app at [OpenSky® MyAccount \(openskycc.com\)](https://myaccount.openskycc.com).

Qualifying Purchases: Only Qualifying Purchases made with an Eligible Card under the terms of an Offer can earn rewards. Qualifying Purchases made with an Eligible Card while the card is not in Good Standing will not accrue any rewards. An Eligible Card will be in **“Good Standing”** if it (1) is in an active status and (2) is not lost or stolen. If you make a Qualifying Purchase in part with your Eligible Card and in part with another form of payment, you must meet the terms of the Offer in the part of the purchase made with your Eligible Card. You will only earn rewards on that part of the purchase made with your Eligible Card.

Redeeming OpenSky Rewards: Cash rewards specified in the Offer will be automatically posted to the account associated with the Eligible Card (the **“Eligible Account”**). OpenSky is responsible only for posting the rewards to your account based on the data it receives from its third-party service provider. The OpenSky Rewards website will display a summary of activity in the Program. Generally, Rewards will be posted to your account typically within 120 days of the Qualifying Purchase. However, we will not be liable for any indirect, incidental, consequential, exemplary, punitive, or special damages resulting from any failure to post Rewards to your account in a timely manner. You acknowledge and accept that you are solely responsible for checking your account regularly to verify that Rewards have been properly posted.

Forfeiture or Reversal of OpenSky Rewards: For rewards earned with an Eligible Card, if your account that would be eligible to receive OpenSky Rewards is closed, then any rewards that have not been posted will be forfeited. In our sole discretion, we may deduct Rewards from your Eligible Account in order to make adjustments for returns and cancellations with respect to Qualifying Purchases. In the event that you are awarded Rewards from a Qualifying Purchase and subsequently reverse the transaction with a Contributing Company that generated such Rewards, or otherwise are required to return the Rewards pursuant to the terms of the applicable Offer, whether or not you are still participating in the Program, you will remain solely responsible for the repayment of the

Rewards credited from such purchase. In addition to any other rights we may have to recover such funds, we may apply future Rewards made for your benefit against such obligation. In the event you fail to repay such amount, we reserve the right to take any and all legal action necessary to collect the Rewards from you, including but not limited to pursuing such claim in a court of law. We reserve the right to rescind Rewards and to bar further Rewards to, or terminate the participation of, any participant that we believe, in our sole discretion, is abusing or has abused the Program, including, without limitation, by engaging in a pattern of returning products after any corresponding Rewards have been credited, or creating or attempting to create or participating in any market in Rewards, or promoting or encouraging similar behavior by other individuals (“**Improper Activity**”). You are not entitled to compensation from us, the Contributing Company from whom you made the applicable purchase, or any other entity, in the event your OpenSky Rewards are forfeited or reversed.

Lost, Stolen or Damaged Cards: You will not lose your Rewards if the Card used to earn the Rewards is lost, stolen or damaged and we provide a replacement Card, even if such replacement card has a different Card number. Refer to your account agreement (the “**Account Agreement**”) for what to do if your Card is lost or stolen.

Customer Service: If you have a question regarding your OpenSky Rewards, contact OpenSky.

If you choose to dispute OpenSky Rewards, your dispute claim will be governed by the error resolution provisions of your Account Agreement for the Eligible Account. If you believe there is an error or mistake that resulted in you receiving a credit in the wrong amount, you may file a dispute as of the date of the credit. If you believe there is an error or mistake that resulted in you not receiving a credit, you may file a dispute after the passage of 120 days after the transaction associated with the Rewards credit you believe you should have received.

You agree that the Program’s third-party service providers and Contributing Companies operate independently of, and are not under the control of the Program. Any such third-party service provider or Contributing Company does not assume any liability, obligation or responsibility for any part of any such correspondence, offer or promotion, including without limitation the withdrawal or modification of any such offer or promotion.

Changes to OpenSky Rewards: We may modify, restrict or change these Terms and Conditions at any time. We also reserve the right to suspend or terminate any part of OpenSky Rewards, or your participation in OpenSky Rewards, at any time without compensation.

Agreement and License: By participating in OpenSky Rewards, you are agreeing to be bound by these Terms and Conditions. The Terms and Conditions grant you a revocable, non-exclusive, non-transferable license (without the right to sublicense) for so long as you participate in the Program and adhere to the Terms and Conditions, to access, participate in and use OpenSky Rewards. You agree that you obtain no rights other than the rights and licenses expressly granted in these Terms and Conditions. You agree that you will not, and will not permit others to: provide any unauthorized third party with access to the Program or any information, data, text, links, images, software, chat, communications and other content available through the Internet and proprietary to the Program (collectively, “Content”) by any means; (b) modify, reverse engineer, reverse assemble or decompile any of the software applications used by you in connection with your participation in the Program; (c) engage in any activity that does not comply with U.S. law or other applicable law or regulations or otherwise engage in any illegal, manipulative or misleading activity through the use of the Program; (d) introduce into the Program any code intended to disrupt the Program, alter or delete its Content, access confidential Content on the Program website or interfere with the operation of the Program, including, but not limited to, distribution of unsolicited advertising or mail messages and propagation of computer worms and viruses; (e) post any material in any form whatsoever on the Program website or within the Program that is defamatory, obscene or otherwise unlawful or violates any third party’s right of privacy or publicity; or (f) infringe any third party’s patent, copyright, service mark, trademark or other intellectual property right of any kind or misappropriate the trade secrets of any third party in connection with your use of the Program.

Privacy: All information collected about you in connection with OpenSky Rewards is subject to the privacy policy for the Eligible Account. We do not share personally identifiable information about you or your transactions that

earn Rewards with Contributing Companies that fund the Rewards. Personally identifiable information collected for the Program is used to confirm your eligibility for the Program. We may also use information regarding your transactions and information you provide regarding your location to provide you with relevant Offers.

Other Disclaimers and Limitations: We may waive any obligation you have under these terms and conditions without losing our right at a later time to enforce that same obligation. We will not lose any of our rights under the Account Agreement for the Eligible Card if we delay taking action for any reason or if we take any other action.

You hereby release and hold us and all parties associated with OpenSky Rewards harmless from any claim, liability or damage relating to OpenSky Rewards or your use of the OpenSky Rewards.

Any other agreement between you and us for accounts for any Eligible Cards will continue to govern your use of the Eligible Card. If there is a conflict between your Account Agreement for the Eligible Card and these Terms and Conditions, your Account Agreement for the Eligible Card will govern in matters related to the Eligible Card, and these Terms and Conditions will govern in matters related to OpenSky Rewards. In any event, your Account Agreement for the Eligible Card will govern OpenSky Rewards with respect to the law that applies to OpenSky Rewards, and, to the extent applicable, the resolution of legal claims through individual binding arbitration, and the waiver of any right to a trial by jury for any dispute that is not arbitrated.

THE PROGRAM IS PROVIDED ON AN "AS IS" BASIS AND WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE MAKE NO WARRANTY AS TO THE QUALITY, ACCURACY, COMPLETENESS, OR VALIDITY OF ANY MATERIALS RELATED TO THE PROGRAM AND DO NOT WARRANT THAT THE FUNCTIONALITY OF SUCH PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT SUCH PROGRAM OR THE SERVER(S) THAT MAKE(S) IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE PROGRAM WEBSITE AND THE PROGRAM MAY CONTAIN FACTS, VIEWS, OPINIONS, STATEMENTS, OR RECOMMENDATIONS OF THIRD-PARTY INDIVIDUALS AND ORGANIZATIONS. WE DO NOT REPRESENT OR ENDORSE THE ACCURACY, CURRENTNESS, OR RELIABILITY OF ANY ADVICE, OPINION, STATEMENT, RECOMMENDATIONS, OR OTHER INFORMATION DISPLAYED, UPLOADED, OR DISTRIBUTED THROUGH THE PROGRAM'S WEBSITE OR MOBILE APPLICATION. YOU ACKNOWLEDGE THAT ANY RELIANCE ON ANY SUCH OPINION, STATEMENT, RECOMMENDATIONS OR INFORMATION WILL BE AT YOUR SOLE RISK. FURTHERMORE, THE PROGRAM DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE QUALITY OF, OR ACCURACY OF ADVERTISEMENTS FOR, ANY MERCHANDISE, PRODUCTS OR SERVICES OFFERED OR PROVIDED BY ITS CONTRIBUTING COMPANIES OR SUPPLIERS IN CONJUNCTION WITH THE PROGRAM.

We will not be liable for any damages, including indirect, incidental, consequential, or punitive damages arising from: any failure to screen users or participants of the Program; acts or omissions of any users or participants of the Program; materials posted by, or of, any party other than the Program or any use thereof; the accuracy, dependability, privacy, security, authenticity or completeness of data transmitted over or obtained using the Internet; or any failure to perform any obligation hereunder, or from any delay in the performance thereof, due to causes beyond its reasonable control, including the elements, acts of God, labor disputes, acts of terrorism, acts of civil or military authority, fires, floods, epidemics, quarantine restrictions, failure or erratic behavior of telecommunications or power system, sabotage, armed hostilities, riots or government regulation of the Internet.

You agree to indemnify the Program, the Program's third-party service providers, any Contributing Company, as well as their respective officers, directors, employees, successors, agents, and affiliates (the "Indemnified Parties"), for any and all claims, damages, losses and causes of action (including attorneys' fees and court costs) arising out of or relating to your participation in these Terms and Conditions, including for any materials, data, instructions, and information in any form whatsoever that are provided by you (or through your user ID and/or password). You agree to cooperate as fully as reasonably required in the defense and/or settlement of any claim involving the Indemnified Parties. The Program reserves in its reasonable discretion the right to assume exclusive control over the defense and settlement of any matter subject to indemnification by you.

NONE OF THE PROGRAM, ANY CONTRIBUTING COMPANY OR ANY INVESTMENT PARTNER, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, OR AFFILIATES ARE RESPONSIBLE OR LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES OR FOR LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES, THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE PROGRAM, THE INFORMATION CONTAINED ON THE PROGRAM WEBSITE, OR (EXCEPT IN THE CASE OF THE APPLICABLE CONTRIBUTING COMPANY OR SUPPLIER) ANY MERCHANDISE, PRODUCTS OR SERVICES OFFERED BY THE PROGRAM'S CONTRIBUTING COMPANIES OR SUPPLIERS IN CONJUNCTION WITH THE PROGRAM, EVEN IF ANY SUCH ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS OUR LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

Not all transactions made with your enrolled card can be monitored for eligibility to earn rewards.

Assignment, and Other Rights. You may not assign your rights and obligations under these Terms and Conditions, in whole or in part, without our prior written consent, and any such assignment without such consent will be null and void. The Program may assign its respective rights and obligations under these Terms and Conditions, in whole or in part, without your consent. These Terms and Conditions will inure to the benefit and burden of the parties hereto and their permitted successors and assigns. We may delegate all or any portion of our performance under these Terms and Conditions to any third party, in our sole discretion.

Notices. Any notice by one party hereto to the other will be in writing (which may include email) and either personally delivered, delivered by Internet email, or sent via reputable overnight courier or certified mail, postage prepaid and return receipt requested. All notices will be in English and will be deemed effective on the date of personal delivery, upon confirmation of email transmission, upon signed receipt from an overnight courier, or five days after deposit with the U.S. Postal Service.

No Waiver; Severability. The waiver by either party hereto of a breach or default of any provision of these Terms and Conditions by the other party hereto will not be construed as a waiver of any succeeding breach or default of the same or any other provision, nor will any delay or omission on the part of either party hereto to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such party. If any provision of these Terms and Conditions are held to be invalid, such invalidity shall not affect the remaining provisions.