

First Latitude Rewards Program Terms and Conditions

PLEASE READ THESE REWARDS PROGRAM TERMS AND CONDITIONS (“TERMS”) CAREFULLY AND RETAIN THEM FOR YOUR RECORDS. THESE TERMS GOVERN YOUR PARTICIPATION IN THE FIRST LATITUDE REWARDS PROGRAM (THE “PROGRAM”). IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU MAY NOT PARTICIPATE IN THE PROGRAM.

1. General. Use of your Card or Account by you or an Authorized User shall constitute your agreement to be bound by these Terms in addition to the Cardholder Agreement that is provided upon approval for the Card. In the event of a conflict between the Cardholder Agreement and these Terms, the Cardholder Agreement will govern, except that these Terms will govern in any matter relating to the Program. Capitalized terms that are not defined in these Terms are defined in the Cardholder Agreement. The Program is void where and to the extent prohibited by law.
2. Enrollment. If you are approved for the First Latitude Card, your Account will automatically be enrolled in the Program. There is no additional fee for enrollment or participation in the Program.
3. Earning Rewards Points; Exceptions.
 - a. Under the Program, you are eligible to receive 1% cash back in the form of a statement credit using rewards points earned for payments made on your Account. **Rewards points are only redeemable for statement credits towards your Account balance. Rewards points have no cash value and are not redeemable for cash or any other goods, services, or merchandise.**
 - b. At the end of each billing cycle, you will earn one (1) rewards point for every dollar of payment made towards the balance on your Account. Payments are rounded up to the next dollar for the purpose of earning rewards points (as an example, a payment of \$105.23 would earn 106 reward points).
 - c. Payments made towards the Program Fee (as defined in the Cardholder Agreement, if applicable) and security deposits are not eligible to earn rewards. Merchant credits/refunds to your Account do not earn rewards points. Payments returned for any reason will reduce your rewards points balance by the amount of the returned payment (rounded up to the next dollar). Rewards points will not be earned on any portion of a payment that exceeds the current balance of your Account.
4. Redeeming Rewards Points.
 - a. Once your Account has accumulated at least 500 points and is in good standing as determined by us in accordance with the Cardholder Agreement (i.e., open with active charging privileges, up to date and not in default, under the credit limit, with no returned payments, and with no missing or invalid contact information), you may redeem your accrued rewards points. If your Account is not in good standing, you will not be able to redeem your rewards points.
 - b. Rewards points will not be redeemed automatically. You may redeem rewards points either online via our website or mobile app or by calling the toll-free phone number on the back of your Card.
 - c. Rewards points may be redeemed only in 500-point increments. This means that you will be unable to redeem your rewards points if there are fewer than 500 points in your rewards points balance. Each redemption of 500 points will result in a \$5 statement credit to your Account. There is no limit to the number of rewards points that may be redeemed within a billing cycle.
 - d. Rewards points redeemed as statement credits are not considered payments and will not reduce the minimum amount you are required to pay each month in connection with your Account. You must pay at least the Total Minimum Payment Due each month without applying statement credits to your Account from rewards points redemptions.
 - e. Unless or until you redeem your rewards points in accordance with these Terms, you have no right, title, or interest in any rewards or statement credits.
5. No Expiration of Rewards Points; Forfeiture. Rewards points do not expire, however, if your Account is closed for any reason, any unredeemed rewards points are forfeited and will no longer be eligible for redemption.
6. Tax Liability. You are responsible for any tax liability you incur related to your participation in the Program. Please consult your tax advisor concerning any such income or other tax consequences.

7. Amendment or Cancellation of Program. We may modify or amend these Terms, or cancel the Program or your participation in the Program, at any time. Unless otherwise stated, all changes to the Program will be reflected in these Terms and will be effective immediately upon posting of the revised Terms to firstlatitude.com or the First Progress Mobile App. You waive any right to receive specific notice of such changes, subject to applicable law.
8. Disclaimer of Warranties and Limitation of Liability. The Program is provided without representation or warranty of any kind, either express or implied, to the extent permitted by applicable law. Neither we nor our service providers will be liable for any damages whatsoever, including, without limitation, direct, indirect, special, consequential, incidental, punitive damages or any other losses or expenses arising in connection with participation in the Program. You agree to release, discharge and hold harmless us and our service providers from any and all claims of any sort, type, kind or nature that you may have arising out of or in any way relating to your participation in the Program or any reward, including (but not limited to) claims for or due to personal injury, property damage, accident, sickness, delay, cancellation, postponement, inconvenience, penalty, fines, fees, refunds or other irregularities that may occur, are related to, or that may be caused by or arise out of your participation in the Program.
9. Communications with You. We and our service providers may contact you regarding any matter related to the Program by mail, telephone or electronic communications using any email address, telephone number, or physical address you provide in connection with your Card. You agree to update your contact information immediately following any change in such information by submitting your information online at firstlatitude.com or the First Progress Mobile App or by calling the number on the back of your card.
10. Program Website and Mobile App. You may view your current rewards points balance by accessing your Account via firstlatitude.com or the First Progress Mobile App. Despite our best efforts to ensure accuracy, errors on our website or mobile app regarding the Program may occasionally occur. We reserve the right to correct such errors at any time, even if it affects your rewards points balance. Neither we nor our service providers are responsible for any delay or difficulty accessing the Program through our website or mobile app due to scheduled maintenance or circumstances beyond our control.
11. Contact. If you have any questions regarding the Program, you may contact us by phone at 1-866-706-5543, or by writing to First Latitude Card, P.O. Box 9053, Johnson City, TN 37615-9053.