

SYNCHRONY BANK
PAYPAL EXTRAS MASTERCARD® REWARDS LOYALTY PROGRAM

These are the terms and conditions for the PayPal Extras Mastercard Rewards Loyalty Program. By participating in the PayPal Extras Mastercard Rewards Loyalty Program, you hereby agree to be bound by these terms.

1. DEFINITIONS. As used herein, the following terms will have the following meanings:

“**Account**” means the PayPal Extras Mastercard® account.

“**Card**” means the PayPal Extras Mastercard.

“**Cardholder**” means the person to whom the Card was issued.

“**Reward Point**” means the point you earn for each different purchase. The Reward Point accumulation will vary based on the Merchant category.

“**PayPal Cash Rewards**” means the PayPal Extras Mastercard cash reward that you can transfer to your PayPal account.

“**Bank**” means Synchrony Bank.

“**Program**” means the PayPal Extras Mastercard® Rewards Loyalty Program.

“**Purchase**” means a purchase of merchandise or services for personal, family or household use using the Account. Purchase does not include any other type of Account transaction, including cash advances and convenience checks. Purchases made for other than personal, family or household use are not eligible to accrue Reward Points.

2. ELIGIBILITY. In order to receive the benefits of the Program, you must do the following two things as set forth in these Program terms:

- (i) Make Purchases with your Card, accumulating the necessary level of Reward Points; and
- (ii) Redeem the Reward Points accumulated.

Unless and until you complete the above steps, no right, title or interest in the Reward Points has been earned by you. The Program is provided by Bank and is restricted to individuals who maintain an Account. If your right to use the Account is suspended for any reason or your Account is terminated for any reason, your participation in the Program will be terminated. Bank will not compensate you for unredeemed Reward Points in the event your Program participation is suspended or terminated.

3. REWARD POINTS ACCUMULATION. Cardholders will accumulate Reward Points based on net Purchases on the Cardholder’s Account. Returns and other purchase credits and adjustments will result in a debit to your Reward Points balance. Reward Points will accumulate as follows:

- You will accumulate 3 Reward Points for every dollar in net Purchases at a merchant’s location that have merchant category codes selected by Bank that are customarily used for gas stations or restaurants (a “Qualifying Merchant Category Code”). A merchant category code is a four digit classification code that is assigned to a merchant by the merchant’s payment card network or merchant processor based on the predominant business activity of the merchant. A Purchase made within the department or section of a larger merchant that is not a stand-alone gas station or restaurant will not have a Qualifying Merchant Category Code. Bank does not assign, and does not have any responsibility for the assignment of, merchant category codes and does not evaluate whether or not a Qualifying Merchant Category Code should be assigned to a particular merchant. Bank reserves the right to determine which merchant category codes are Qualifying Merchant Category Codes. Purchases at eBay or any PayPal merchants made through your PayPal account do not qualify for 3 Reward Points.
- You will accumulate 2 Reward Points for every dollar of net Purchases when making a Purchase at PayPal, eBay or any PayPal merchant through your PayPal account. You must be signed into your PayPal account.
- You will accumulate 1 Reward Point for every other dollar of net Purchases.

The amount of Reward Points accumulated is calculated each day. For the purpose of calculating accumulated Reward Points, the daily purchase total is rounded down to the previous whole dollar. A Cardholder is not eligible to accumulate Reward Points if any minimum payment on the Cardholder’s Account is not paid when due. After any past due amounts on the Cardholder’s Account are paid, the Cardholder will once again be eligible to accumulate Reward Points. Reward Points are not available for redemption and will not be credited to you until the next billing period for your Account after the Purchase is made. In some circumstances we may delay crediting Reward Points to your Account and/or making Reward Points available for redemption.

4. LOSS OF REWARD POINTS. A Cardholder will forfeit all accrued Reward Points in any of the following circumstances: (i) if two or more consecutive minimum payments on the Cardholder’s Account are not paid when due; (ii) if the Cardholder’s Account is closed for any reason (other than as a result of a lost or stolen card, in which case all accrued Reward Points will be applied to the replacement card); or (iii) if Cardholder does not make a Purchase for 24 consecutive months. In addition, accrued Reward Points that are not redeemed will be forfeited 24 months (2 years) after they were first accrued.

5. REDEMPTION OF REWARD POINTS. Only the primary Cardholder may redeem Reward Points. Multiple participants may not combine Reward Points for redemption purposes. Reward Points do not constitute property of the Cardholder. Except as expressly permitted by Bank in writing, Reward Points and awards are not transferable or assignable under any circumstances, including (i) upon death, (ii) as part of a domestic relations matter, or (iii) otherwise by operation of law. For redemption if you have a valid Account linked to an open PayPal account, you may visit the PayPal Extras Reward Redemption Servicing site. You can get to the Service Site by logging in to your PayPal account and accessing your Account. For redemption, if you do not have an open PayPal account or if your PayPal account is not linked to your Account, or if you have any questions, call toll-free at 1-866-300-6432 between the hours of 8:00 a.m. and 8:00 p.m. (CT), Monday through Saturday. All air travel, hotel, car and vacation awards will be booked through CTM Loyalty using their reservation system. All redemptions are final. Reward Points credits will not be issued for any cancelled travel arrangements or returned certificates or gift cards. You may not redeem any Reward Points when your Account or Program participation is in a suspended or terminated status.

REDEMPTION OF PAYPAL CASH REWARDS. Once you have transferred PayPal Cash Rewards to your PayPal account, the availability to use PayPal Cash Rewards will depend upon whether or not you have a PayPal Balance account. If you have a PayPal Balance account, PayPal Cash Rewards will then be available for use by you for making payments and purchases and sending money, subject to the terms and conditions of your PayPal Balance account. If you do not have a PayPal Balance account, your only option will be to transfer your PayPal Cash Rewards to your bank account or debit card linked to your PayPal account.

6. AWARDS. The awards and restrictions are set forth below. The amount of Reward Points required to redeem a particular award may be obtained by calling toll-free at 1-866-300-6432 between the hours of 8:00 a.m. and 8:00 p.m. (CT), Monday through Saturday. If you have a valid Account linked to an open PayPal account, you may visit the PayPal Extras Reward Redemption Servicing site. You can get to the Service site by logging in to your PayPal account and accessing your PayPal Extras Mastercard. All air travel, hotel, car and vacation awards will be booked through CTM Loyalty using their reservation system. All redemptions are final. Reward Points credits will not be issued for any cancelled travel arrangements or returned certificates or gift cards. You may not redeem any Reward Points when your Account or Program participation is in a suspended or terminated status.

AWARD	DESCRIPTION
PayPal Cash Rewards	Cardholders may redeem 6,000 Reward Points for \$50 cash transferred to the Cardholder's PayPal account.
Air Travel	Cardholders may redeem Reward Points for a scheduled airline ticket.
Hotel Awards	Cardholders may redeem Reward Points for a hotel stay award at select hotels.
Car Rental	Cardholders may redeem Reward Points for a car rental award from select merchants.
Gift Cards and Merchandise	Cardholders may redeem Reward Points for merchandise, gift certificates and/or gift cards from select merchants.
Vacation Awards	Cardholders may redeem Reward Points for air inclusive, land only or cruise only packages.

7. RESTRICTIONS ON AWARDS.

PayPal Cash Rewards. Cardholders may request to redeem 6,000 Reward Points for \$50 to be transferred to the Cardholder's PayPal account. No partial PayPal Cash Rewards will be issued upon redemption of Reward Points. Once Reward Points are redeemed as a PayPal Cash Reward, they cannot be exchanged back for Reward Points.

Air Travel. All air travel awards must be booked at least twenty-one (21) days in advance of travel. Air travel may require a Saturday night stay. Interim stopovers of more than 4 hours are not allowed. Travel must be completed within thirty (30) days of original departure. There is no limitation on connections. Tickets may be purchased in any name designated by Cardholder but will be mailed to Cardholder's billing address. Tickets for airline award seats are subject to availability and any terms or conditions imposed by the airline. For round trip ticket awards, all tickets must originate from and return to the same airport. No circle trips, open jaw tickets, or co-terminal bookings are permitted. Passenger facility charges may apply and are the responsibility of the Cardholder. Tickets will be non-refundable and non-changeable coach class tickets. Any International entry or departure taxes and/or all fees and any fees for paper tickets are at Cardholder's expense. Awards may be subject to local taxes and fees, which are at Cardholder's expense. Additional costs, such as rush charges and/or traceable overnight delivery of awards, are at Cardholder's expense.

Hotel Awards. Certain blackout dates and other restrictions may apply. Awards must be requested at least twenty-one (21) days in advance of travel. Awards may be subject to local taxes and fees, which are at Cardholder's expense. Additional costs, such as rush charges and/or traceable overnight delivery of awards, are at Cardholder's expense. Awards are subject to any terms or conditions imposed by the hotel.

Car Rental. Standard age, driver, credit rental requirements and other restrictions imposed by the car rental company apply. All taxes, fees, surcharges and optional items are the responsibility of the award holder. Additional terms and conditions may apply and are specified on the award certificate. Certain blackout dates may apply to car rental awards. Awards must be requested at least twenty-one (21) days in advance of travel. Additional costs, such as rush charges and/or traceable overnight delivery of awards, are at Cardholder's expense.

Merchandise and Gift Certificates. Cardholders may redeem Reward Points for merchandise and/or gift certificates from select merchants. All sales/use taxes, shipping and handling charges are the responsibility of the Cardholder and will apply in accordance with the merchant's policies in effect at the time of redemption. Purchases in excess of the amount of the gift certificate are at the Cardholder's expense. Additional terms and conditions are specified on the certificates. Additional costs, such as rush charges and/or traceable overnight delivery of awards, are at Cardholder's expense. Merchandise returns will only be accepted if the merchandise arrives damaged or defective. Lost, stolen, destroyed or expired gift certificates are not replaceable. Gift certificate use is subject to the terms and conditions printed thereon. Gift certificates for services (including but not limited to experiential and entertainment certificates) are subject to the terms and conditions of the vendor providing the services. Gift certificates are also subject to any other restrictions imposed by the merchant.

Vacation Awards. Cardholders may redeem Reward Points toward air inclusive, land only or cruise only packages. Full deposit must be made by the Cardholder unless 100% of the package is covered by redemption of Reward Points. Overages are the responsibility of the Cardholder and must be charged to their Account. Awards may be subject to local taxes and fees, which are at Cardholder's expense. Additional costs, such as rush charges and/or traceable overnight delivery of awards, are at Cardholder's expense. Vacation awards are also subject to any restrictions imposed by the travel provider.

8. ADMINISTRATIVE SERVICES. Administrative services are provided by CTM Loyalty, which assumes all liability and responsibility for the provision of, or failure to provide, its respective services. Corporate Travel Management is an independent contractor and is not affiliated with Bank, eBay, or PayPal. Bank may change the provider of administrative services at any time.

9. PROGRAM TERMS. Participation in the Program is subject to these Terms. Any failure to follow these Terms, any abuse of Program privileges, or any misrepresentation of any information furnished to Bank or its affiliates by you or anyone acting on your behalf, may result in the termination of your eligibility in the Program and the cancellation and forfeiture of accrued Reward Points, awards, or Program benefits. Bank has the right to terminate, change or temporarily suspend the Program or these Terms, or awards at any time with or without notice, including the right to expire or eliminate any accrued Reward Points. This means that the accumulation of Reward Points does not entitle you to any vested rights with respect to such Reward Points, awards or Program benefits. In accumulating Reward Points, you may not rely on the continued availability of any award or award level, and you may not be able to obtain all offered awards. Any award may be withdrawn or subject to increased Reward Points requirements or new restrictions at any time. Bank may, among other things, (i) withdraw, limit, modify, or cancel any award or (ii) change Program benefits, Reward Points expiration periods, Reward Points levels needed for an award, travel providers, vendors or other suppliers, conditions of participation, rules for accruing, redeeming, retaining or forfeiting Reward Points, or rules for the use of awards. Bank may make any one or more of these changes (or any other changes to the Program) at any time even though such changes may affect the perceived value of or your ability to use the Reward Points you already have accumulated or result in the forfeiture of accumulated Reward Points. You are not permitted to make any changes to the format, elements or terms of the Program. You acknowledge that the Program is a promotional program and that the Program and Reward Points are provided to you without the payment of anything of value by you.

10. NO LIABILITY FOR SUPPLIERS. If you elect to participate in the Program, you acknowledge that Bank, eBay and PayPal provide no guarantee of the services rendered by travel providers, vendors, or other suppliers from which awards are provided under this Program. You further acknowledge that Bank, eBay and PayPal have no liability for the actions performed by the travel providers, vendors, or other suppliers under this Program, including any withdrawal from the Program by travel providers, vendors, or other suppliers or for any award cancellation caused by such withdrawals. No warranty other than any applicable manufacturer's warranty applies to merchandise awards offered. Bank, eBay and PayPal make no warranty, representation or promise not expressly set forth in these terms and conditions.

11. MISCELLANEOUS CONDITIONS. The Program and the benefits under the Program are offered at the sole discretion of Bank. The Program, including these terms and conditions, will be subject to the Governing Law and Arbitration Provisions of the agreement governing your Account. You consent and authorize Bank and any of its subsidiaries and affiliates or any non-affiliated third parties with whom they contract in order to manage the Program to share information about you, and the Program with PayPal and, as necessary, to effect, administer, enforce, service, or fulfill the terms of the Program. You will have sole responsibility for any federal, state, or local tax liability, as may be applicable, arising out of the accrual of Reward Points or redemption of Reward Points in the Program. Reward Points accrued are not transferable, have no cash value and cannot under any circumstances be redeemed for cash (other than as provided in Section 7 above) or used as payment of obligations to us. Reward Points from separate enrolled Accounts may not be combined into one Account. The Program is void where prohibited by federal, state, or local law. Bank reserves the right, at our sole discretion, to determine merchants and service providers participating in the Program.