

Elastic Flex Rewards Terms & Conditions

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Table of Contents

- 1. APPLICATION OF THESE ELASTIC FLEX REWARDS TERMS & CONDITIONS**
- 2. PRIVACY**
- 3. PROGRAM CHANGES AND TERMINATION**
- 4. ELIGIBILITY**
- 5. HOW TO EARN REWARDS**
- 6. REWARDS REDEMPTION**
- 7. HOW REWARDS ARE APPLIED**
- 8. EXPIRATION AND FORFEITURE OF REWARDS**
- 9. DISCLAIMER OF WARRANTIES**
- 10. LIMITATION OF LIABILITY**
- 11. OTHER TERMS**
- 12. QUESTIONS**

1. APPLICATION OF THESE ELASTIC FLEX REWARDS TERMS & CONDITIONS

These Terms govern your eligibility for and participation in the Elastic Flex Rewards Program (the “Program”) offered by Republic Bank & Trust Company (collectively, “Republic Bank & Trust,” “we,” or “us,” or “our”). Please read them carefully. For purposes of these Terms, “you” or “your” means the person who is eligible for and/or participating the Program, such as by redeeming any earned flex rewards (“Rewards”).

THESE TERMS CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND US. PLEASE READ CAREFULLY THROUGH ALL SECTIONS OF THESE TERMS. YOUR ELIGIBILITY AND PARTICIPATION IN THE PROGRAM ARE SUBJECT TO THESE TERMS AND WE RESERVE THE RIGHT TO TERMINATE YOUR ELIGIBILITY TO PARTICIPATE IN THE PROGRAM IF YOU VIOLATE THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT REDEEM REWARDS UNDER THE PROGRAM.

In addition to these Terms, your participation in this Program is subject to all the terms and conditions of the [Elastic Terms & Conditions](#). In the case of any conflict between these Terms and the Elastic Terms & Conditions, the Elastic Terms & Conditions shall govern and control.

All capitalized terms used but not defined in these Terms have the meaning given to them in the [Elastic Terms & Conditions](#).

2. PRIVACY

Besides these Terms, we also publish a [Privacy Policy](#) and [Legal Disclosures and Website Privacy page](#), as well as a [California Disclosures and Privacy Policy](#) for California residents. Although these are not part of these Terms, we encourage you to read each of these to better understand how you can update, manage, and access your information.

3. PROGRAM CHANGES AND TERMINATION

We reserve the right to alter, change, or terminate the Program, in whole or in part, at any time without notice, except where expressly prohibited by law.

4. ELIGIBILITY

If you have an active line of credit with Elastic, you are automatically enrolled in the Program and are eligible to earn Rewards. No separate enrollment is required.

You will no longer be eligible to earn or redeem Rewards if your Elastic account is:

- Charged off,
- Placed with a recovery agency,
- Placed in a bankruptcy, deceased, or fraud-related status, or
- Closed for any reason (whether by you or by us).

For more details about Elastic Account closure, please refer to [Paragraph 6 of the Elastic Terms & Conditions](#).

Consumers who do not have an active line of credit with Elastic are not eligible to participate in the Program or earn Rewards.

5. HOW TO EARN REWARDS

You can earn a \$25 Reward after making 6 months' worth of consecutive on-time Required Payments.

- **If you are on a Monthly payment schedule:** You will earn a \$25 Reward after 6 consecutive on-time billed Required Payments.
- **If you are on a Semi-monthly or Bi-weekly payment schedule:** You will earn a \$25 Reward after 12 consecutive on-time billed Required Payments.

Once you earn your first \$25 Reward, you can continue to earn additional Rewards. For each additional 6-month period of consecutive on-time Required Payments, you will earn another \$25 Reward.

Each \$25 Reward is generally issued and made available in your Elastic Account within 5 business days following your final qualifying payment. However, issuance within this timeframe is not guaranteed and may vary.

If You Miss or Make a Late Payment

If you miss or are late in making any Required Payment during a 6-month period, your progress toward that \$25 Reward will reset. However, you remain eligible to earn future Rewards by starting a new streak of 6 consecutive months of on-time Required Payments.

If You Make Extra Payments

Making extra payments will help reduce your outstanding Elastic Account Balance, but it will not accelerate your progress toward earning a Reward. You must still complete 6 full months of consecutive on-time billed Required Payments to earn a \$25 Reward.

If You Pay Off Your Balance Early

If you pay off your entire Elastic Account Balance before making 6 months' worth of consecutive on-time billed Required Payments, you will not lose the progress you have made. When you decide to use your Elastic line of credit again in the future, you will pick back up where you left off.

For example, if you make 3 months' worth of consecutive on-time billed Required Payments and then pay off your entire Balance, you will retain those 3 months of progress. When you use your Elastic line of credit again in the future, you will only need to make 3 more months of consecutive on-time billed Required Payments to earn your \$25 Reward.

If You are in a Payment Assistance Program

Enrollment in a payment assistance program does not disqualify you from participating in the Program. You will continue to make progress towards earning a \$25 Reward, provided that all of your Required Payments are made on-time in accordance with the terms of your payment assistance program.

6. REWARDS REDEMPTION

The following rules and restrictions apply when redeeming earned Rewards:

No Partial Redemptions

Rewards must be redeemed in full \$25 increments. You cannot divide or apply a single \$25 Reward across multiple payments.

Minimum Balance Requirement

To redeem a \$25 Reward, your outstanding Elastic Account Balance must be equal to or greater than \$25. If your balance is less than \$25, the Reward cannot be applied until your Balance exceeds that amount.

When You can Redeem Your Rewards

You can choose to redeem any earned \$25 Rewards at any time through your Elastic Account, as long as:

- Your outstanding Elastic Account Balance is equal to or greater than the equivalent dollar value of the Rewards you wish to redeem, and
- The Rewards have not expired (see Section 8 of these Terms for expiration details).

For example, if your Elastic Account Balance is \$45 and you have two \$25 Rewards available, you can redeem one Reward right away. The second Reward can be redeemed once your Balance reaches at least \$25, provided it has not expired.

Using Rewards to Reduce Your Payment

If you currently have a Required Payment due, each \$25 Reward you redeem will reduce that payment amount by \$25.

If no Required Payment is due, redeemed Rewards will be applied directly to your outstanding Elastic account balance.

Please note: If your Rewards do not cover your entire Required Payment, you are still responsible for paying the remainder of your Required Payment to stay current on your Elastic Account.

For more details on how Rewards are applied, please refer to Section 7 of these Terms.

No Cash Value or Transferability

Rewards can only be used to reduce your Elastic Account Balance. Rewards have no cash value, do not constitute property, and do not provide you with any vested rights or interests. Accordingly, Rewards are not redeemable for cash and may not be transferred, assigned, or sold for any reason.

The sale or attempted sale of Rewards is strictly prohibited. If the Program is canceled, any unused Rewards remaining in your Elastic Account will be forfeited without compensation. Rewards also cannot be carried over or transferred to any other Elastic program, unless otherwise determined by us in our sole discretion.

7. HOW REWARDS ARE APPLIED

When you redeem any Rewards that you have earned (subject to the Rewards redemption rules and restrictions detailed in these Terms), the equivalent dollar value of your Rewards (e.g., \$25, \$50) will be applied towards any outstanding Required Payments for which a Statement has been issued, in the order of their Payment Due Dates, beginning with the earliest Payment Due Date. The equivalent dollar value of your redeemed Rewards will be applied towards each Required Payment in the following order: Carried Balance Fees (if any), and then to any remaining portion of the Required Payment. Once all Required Payments have been satisfied, the remaining value of your redeemed Rewards will be applied to any Elastic Account Balance that remains unpaid.

8. EXPIRATION AND FORFEITURE OF REWARDS

Each \$25 Reward is valid for 2 years from the date it is earned. If you do not use it within that time, it will automatically expire and you will no longer be able to redeem it.

In addition, any unused Rewards will be automatically forfeited and cannot be redeemed if your Elastic account is:

- Charged off,
- Placed with a recovery agency,
- Placed in a bankruptcy or deceased status, or
- Closed for any reason (whether by you or by us).

For more details about Elastic Account closure, please refer to [Paragraph 6 of the Elastic Terms & Conditions](#).

9. DISCLAIMER OF WARRANTIES

TO THE FULLEST EXTENT PROVIDED BY LAW AND EXCEPT AS OTHERWISE PROVIDED HEREIN, THE PROGRAM PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. YOUR USE OF THE PROGRAM IS AT YOUR OWN RISK.

10. LIMITATION OF LIABILITY

WE CANNOT GUARANTEE THE ELASTIC WEBSITE WILL BE AVAILABLE ONE HUNDRED PERCENT (100%) OF THE TIME BECAUSE THIRD-PARTY SERVICE PROVIDERS AND PUBLIC NETWORKS (SUCH AS THE INTERNET) OCCASIONALLY EXPERIENCE DISRUPTIONS AND/OR OTHER TECHNICAL ISSUES. ALTHOUGH WE STRIVE TO PROVIDE THE MOST RELIABLE WEBSITE REASONABLY POSSIBLE, INTERRUPTIONS AND DELAYS IN ACCESSING AND/OR USING ANY EARNED REWARDS ARE UNAVOIDABLE AND WE DISCLAIM ANY LIABILITY FOR DAMAGES RESULTING FROM SUCH PROBLEMS.

NOTWITHSTANDING THE FOREGOING, OUR LIABILITY AND THE LIABILITY OF OUR AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES AND THIRD-PARTY SERVICE PROVIDERS WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF YOUR ELIGIBILITY AND/OR PARTICIPATION IN THE PROGRAM, WHETHER BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED, IN THE AGGREGATE, THE LESSER OF THE EQUIVALENT DOLLAR VALUE AMOUNT OF THE REWARDS YOU EARNED IN THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE INCIDENT OR FIFTY DOLLARS (\$50).

IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY PARTY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR OTHER CONSEQUENTIAL DAMAGES RESULTING FROM OR IN ANY WAY RELATED TO THIS PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA OR OTHERWISE, EVEN IF WE HAVE BEEN EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. OTHER TERMS

Merger. These Terms constitutes the entire agreement between you and us with respect to the Program and it supersedes all prior or contemporaneous communications, promises

and proposals, whether oral, written or electronic, between you and us with respect to the Program.

Severability. These Terms apply to the greatest extent allowed by applicable law. If any term or provision in these Terms is found to be void, against public policy, or unenforceable by a court of competent jurisdiction and such finding or order becomes final with all appeals exhausted, then the offending provision shall be deemed modified to the extent necessary to make it valid and enforceable. If the offending provision cannot be so modified, then the same shall be deemed stricken from these Terms in its entirety and the remainder of these Terms shall survive with the said offending provision eliminated.

Governing Law. These Terms shall be governed by and construed in accordance with the laws of the State of Ohio, excluding its conflicts of law rules, and the United States of America. You agree that any dispute arising from or relating to the subject matter of these Terms shall be governed by the exclusive jurisdiction of the state and federal courts of Ohio, except where the jurisdiction is mandated by applicable law.

Assignment. You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, in any way (by operation of law or otherwise) without our prior written consent. We may freely assign our obligations and rights under these Terms, including all personal information in our possession that we have collected during your participation in the Program as further described in our [Privacy Policy](#) and [Legal Disclosures and Website Privacy page](#), as well as our [California Disclosures and Privacy Policy](#) for California residents.

No Waiver. No failure, omission or delay on our part in exercising any right under these Terms will preclude any other further exercise of that right or other right under these Terms.

Headings. Provision and section headings are for convenience of reference only and shall not affect the interpretation of these Terms.

12. QUESTIONS

If you have any questions or comments about these Terms, please contact us sending us a message on our [Contact Us page](#). You also may write to us at:

Republic Bank & Trust Company
Attn: Elastic Customer Support
4030 Smith Rd.
Cincinnati, OH 45209