Terms and Conditions for Jasper Promotional Statement Credit

C-Stacks Inc. (d/b/a "Jasper") is engaged in the sourcing and issuance of credit cards (“Jasper Credit Card”) to "pre-prime” customers - individuals with no credit history in the United States, assessed by Jasper to be prime customers based on alternative risk management approaches and offers the Promotional Statement Credit Program ("Program"). These Terms and Conditions ("Terms") govern your participation in the Program. "You" or "Participant" means any person who submits an application to Jasper.

The purpose of the Program is to encourage Participants to apply for a Jasper credit card. Any Participant who qualifies under the terms set forth below will be entitled to a Promotional Statement Credit (as defined below).

You agree that Your use of the Jasper Credit Card constitutes Your acceptance of these Terms & Conditions. This is a separate and independent agreement from the Cardholder Agreement. In order to benefit from this Program, You must comply with this Agreement, the Cardholder Agreement, and any other agreements, policies and/or disclosures You agreed to when applying and obtaining Your Jasper Card.

Process of Qualification for Promotional Statement Credit
In order to qualify for the Promotional Statement Credit, Participants will enter a promotional code upon applying for a Jasper Credit Card. Once the Participant’s application is approved, the Jasper Credit Card is activated and one eligible transaction is completed on the card, regardless of dollar amount, the Promotional Statement Credit will be applied (see Appendix A for ineligible transactions list).

Promotional Statement Credit
Participants eligible for the Promotional Statement Credit will receive, within 60 days of qualifying for the award, a credit to their Jasper Card balance, in the amount of $50 (US). Such credit is non-negotiable and non-exchangeable. You acknowledge that we will share your personal information with third parties, including relevant vendors, for the purposes of your Promotional Statement Credit redemption and that use of such vendor’s website is subject to such vendor’s Terms of Service and Privacy Policy.

If Jasper is unable to deliver the Promotional Statement Credit to you for any reason, including but not limited to regulatory reasons, then Jasper may, at its sole discretion, provide a different Promotional Statement Credit of equivalent value, without prior notice to you.

Restrictions & Amendments
By participating in the Program, you will be required to submit personal information about yourself, including, but not limited to your name and email address. All information collected, stored and/or shared through the Program will be subject to our Privacy Policy. You hereby
represent and warrant that you have the full right to provide Jasper with any names and email addresses for the purpose set forth in these Terms.

Jasper is under no obligation to accept any applications and may decline such applications at its sole discretion.

Jasper does not allow you to and you represent that you will not use the Program for any purpose other than as set forth herein; nor any purpose that is unlawful or prohibited by these Terms or in order to send altered, deceptive or false source-identifying information or spam. This also includes but is not limited to sending out junk emails regarding this promotion. Jasper reserves the right to withdraw this offer if, in its judgment, the offer is being abused. Jasper also reserves the right to change or amend the Promotional Statement Credit and the structure of the offer at any time and will notify you thereof by amending these Terms. Any decision made by Jasper with regards to this offer is final.

**Taxes**
Jasper is not responsible for any taxes, customs, or other tax issues relating to the issuing of the Promotional Statement Credit. Any additional tax payment is your sole responsibility. If and to the extent Jasper is required by an authorized tax authority to withhold any taxes on the Promotional Statement Credit, Jasper shall provide all required reporting and withhold any such amounts as required by law.

**Payments**
In order to receive a Promotional Statement Credit, Participants may be subject to additional payment requirement such as, for example, customs payments, income tax, etc. You are solely responsible for payment for all such taxes as they are levied and as they apply to you. Jasper shall make no such payments and shall not be responsible for any payment of any amount required in order to allow the delivery, receipt or shipment to you of the Promotional Statement Credit, if any.

**Termination**
Jasper reserves the right to terminate the Program at any time at its sole discretion. Jasper also reserves the right to terminate any Promotional Statement Credit at its reasonable discretion.

**Limitation of Liability**
TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL JASPER (OR ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR CONSULTANTS) BE LIABLE TO PARTICIPANT OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATING TO THESE TERMS. IN NO EVENT SHALL JASPER MAXIMUM CUMULATIVE LIABILITY UNDER ANY CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED AN AGGREGATE AMOUNT OF US$100.

**Governing Law and Jurisdiction**
These Terms are governed by the laws of the State of Delaware, excluding conflicts of laws principles, and sole jurisdiction is granted to the competent courts in the State of Delaware.

Updated 9.29.2020
APPENDIX A

Ineligible Transaction List

- Balance transfers, direct or indirect
- Cash advances
- Traveler’s checks, foreign currency, money orders, wire transfers or similar cash-like transactions
- Lottery tickets, casino gaming chips, race track wagers, or similar betting transactions that are returned or otherwise credited to Your Card
- Illegal purchase transactions
- Money Orders
- Wire Transfers or similar cash-like transactions
- Any checks that access your account
- Interest and fees of any kind including annual fees, if applicable
- Unauthorized or fraudulent charges
- Account adjustments
- Finance charges
- Loan payments
- Purchases of gift cards or prepaid cards
- Purchases of cash equivalents
- Manufactured Spend
- Pending transactions. For the purpose of calculating Your Eligible Spend, we generally use the posting date of the purchase (and not the transaction date)