

## AUTO REDEMPTION OF CASHBACK BONUS® TO ONLINE SAVINGS AGREEMENT ADDENDUM

This Auto Redemption of Cashback Bonus to Online Savings Agreement Addendum ("Auto Redemption Agreement") contains the terms and conditions for the Auto Redemption of Cashback Bonus Service ("Service") that Capital One, N.A. and/or its affiliates (collectively, "Discover", "us," or "we") may provide to you. Discover is a division of Capital One, N.A. This Auto Redemption Agreement amends and becomes part of the Discover Deposit Account Agreement ("Account Agreement"), the Account Center (Banking) Agreement, the Mobile Check Deposit Service User Agreement, the ZELLE® Person to Person Transfer Service User Agreement Addendum, the Terms and Conditions of the Bill Payment Service, and other agreements pertaining to your deposit accounts at Discover; collectively referred to as "Other Agreements". In the event of a conflict between the terms and conditions of this Auto Redemption Agreement and those in the Other Agreements, the terms and conditions of this Auto Redemption Agreement will prevail for the purposes of the auto redemption of *Cashback Bonus* to online savings only.

### 1. DEFINITIONS:

- a. "Business Days" are Monday through Friday, excluding Federal Reserve Bank holidays.
- b. "Eligible Account" means a Discover Online Savings Account.
- c. "Service" refers to Discover's Auto Redemption of Cashback Bonus to Online Savings Service as described in this Auto Redemption Agreement.
- d. "You," "your," and "Accountholder" refer to each person or entity in whose name a Cashback Debit (Checking) Account is held or who has authority to operate the account, as well as, any permitted assignee or successor in interest to the Cashback Debit Account.

2. **ACCEPTANCE/USE OF THE SERVICE.** Your use of the Auto Redemption Service constitutes your acceptance of this Auto Redemption Agreement. Any Accountholder may register for or terminate the Service at any time. The Auto Redemption Agreement is subject to change from time to time. We will notify you of changes in accordance with the terms of the Account Agreement, and your continued use of the Auto Redemption Service after such notice indicates your acceptance of and agreement to any future changes.

3. **ENROLLMENT.** To begin the Service, you must enroll in the Service by 11:59 PM Eastern Time on the last Business Day of the month for the Debit Card *Cashback Bonus* earned during that month to be automatically transferred to your Eligible Account. To unenroll from the Service, you must do so by 11:59 PM Eastern Time on the last Business Day of the month. If you unenroll with the time frames stated above, then your *Cashback Bonus* will not be transferred to your Eligible Account for that month.

4. **DESCRIPTION OF SERVICE.** The Service will automatically deposit any earned Debit Card *Cashback Bonus* into a single Eligible Discover Online Savings Account on a monthly basis. You agree that you may only designate one Online Savings Account to be the recipient of *Cashback Bonus*. You further agree that while enrolled and participating in the Service, you will no longer be eligible to request or initiate a one-time redemption of your *Cashback Bonus*.

5. **ELIGIBLE ACCOUNT DESIGNATION.** You have designated one of your Online Savings Accounts as the Eligible Account to receive the *Cashback Bonus* earned on your Cashback Debit Account. By designating such Eligible Account, you request and authorize Discover to transfer the *Cashback Bonus* earned, in accordance with Section 12 of the Deposit Account Agreement, by your Cashback Debit Account to your Eligible Account within two (2) Business Days of the end of the calendar month in which the *Cashback Bonus* was earned.

6. **TRANSFER REQUIREMENTS.**

- a. We will NOT transfer more than the available *Cashback Bonus*. If your *Cashback Bonus* balance is zero or negative at the end of the month, no transfer to your Eligible Account will occur.
- b. You authorize and agree that upon enrollment, your current entire *Cashback Bonus* balance will be transferred to your Eligible Account.
- c. You understand and agree that any transfer between your Cashback Debit Account and your Eligible Account as part of the Service, is and will be subject to this Auto Redemption Agreement and all the Other Agreements, together with any other disclosures provided in connection with the Service or your Eligible Accounts.
- d. You acknowledge and agree that all Accountholders of the Cashback Debit Account will be able to view the redemption amount that is transferred from the Cashback Debit Account *Cashback Bonus* balance in the Online redemption history associated with the Cashback Debit Account. Further, all Accountholders of the Eligible Account will be able to view that the *Cashback Bonus* transferred to the Eligible Account was sent from the Cashback Debit Account in the Online Activity Detail and statement of the Eligible Account.
- e. You agree that any redemption initiated through the Service is not reversible and is final.

7. **FEES.** There is no fee for the Service.

8. **TERMINATION OF SERVICE.** Discover reserves the right, at any time, to change, suspend or discontinue your access to the Service, in whole or in part, at our sole discretion upon any notice required by law. Denial of Service can result from various events, including, but not limited to the following:

- a. any breach of this Auto Redemption Agreement;
- b. legal judgments against you;
- c. changes in ownership or status of your Cashback Debit Account or Eligible account, including cases where either account is frozen or closed; or
- d. governmental advice.

We will cancel the Service if either your Cashback Debit Account or Eligible Account is closed by you or by us or if your Cashback Debit Account or Eligible Account is placed in a frozen or closed

status. If a replacement Cashback Debit Account or Eligible Account is opened, instead of cancelling the service, we may (at our discretion) transfer the service to your new Cashback Debit Account or Eligible Account.

9. **DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) WILL DELIVER ACCURATE OR RELIABLE RESULTS, AND (iv) WILL BE CORRECTED IF ANY ERRORS ARE IDENTIFIED IN THE SERVICE OR TECHNOLOGY.
10. **LIMITATION OF LIABILITY.** YOU AGREE THAT DISCOVER WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF DISCOVER HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.
11. **INDEMNIFICATION.** IN ADDITION TO THE INDEMNITIES SET FORTH IN THE OTHER AGREEMENTS, YOU AGREE TO INDEMNIFY AND HOLD HARMLESS DISCOVER FROM ALL LOSSES INCURRED BY US FOR CLAIMS AND DAMAGES RESULTING FROM BREACH OF THE WARRANTIES MADE BY YOU UNDER THIS AUTO REDEMPTION AGREEMENT OR BREACH BY YOU OF ANY OF YOUR OBLIGATIONS UNDER THIS AUTO REDEMPTION AGREEMENT.

If you have questions regarding this Service, you may contact us at 1-800-347-7000.

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