## **SoFi Member Rewards Program Terms of Service**

# Effective as of January 30, 2024

Social Finance, Inc., and its affiliates ("SoFi") operate the SoFi Member Rewards Program (the "Program"), through which consumers who choose to join the Program ("Members", "you", or "your") and accept these terms (the "Program Terms") can earn and redeem points as described below. By clicking the "Join for Free" button on the Program enrollment screen you agree that your participation in the Program will be governed by these Program Terms and SoFi's Terms of Use <a href="https://www.sofi.com/terms-of-use">www.sofi.com/terms-of-use</a> (the "Terms of Use") applicable to <a href="https://www.sofi.com">www.sofi.com</a> (the "Website").

#### There is no cost to you to participate in the Program.

#### **Program Eligibility**

This SoFi Member Rewards Program (the "Program") is open to all current Members, who are in good standing with any loan, account or other product they may have with SoFi, and who have registered on SoFi's website (<a href="www.sofi.com">www.sofi.com</a>) and agreed to these Program Terms. Any information you provide to SoFi or its affiliates in connection with this Program is subject to SoFi's Privacy Policy (<a href="https://www.sofi.com/online-privacy-policy/">https://www.sofi.com/online-privacy-policy/</a>). We may send you communications about this Program to any mailing address, email address, or telephone number in our records or that you have provided to us.

#### **Points Earned**

The SoFi Member Rewards Program allows you to earn points from activities such as:

- Spending on your SoFi Credit Card (for more details on Credit Card points, see the How SoFi Credit Card Rewards Works page (www.sofi.com/card/rewards)
- Linking your non-SoFi accounts to SoFi Insights
- Signing up for SoFi Insights Credit Score Monitoring
- Activating your SoFi Debit Mastercard
- Setting up Billpay from your SoFi Money or SoFi Checking account

The ways to earn rewards points are subject to change at any time. To see the latest ways to earn rewards points and respective rewards points values per activity, visit the "Ways to earn" section. The terms of the specific promotional offers listed in the "Ways to earn" section will govern the number of rewards points you will earn in association with those promotional offers and may differ from the terms for other customers. Some state restrictions may apply.

You may see the total balance of your earned, unredeemed rewards points by tapping the gem icon above your account details.

No points may be earned for spending or other activities which occur prior to your acceptance of these Program Terms. Further, Members must obtain a product for which points can be redeemed into within 90 days of earning any points. If at any time after earning points under this Program a Member does not have a product for which points can be redeemed into for a period of ninety (90) consecutive days, such points will expire and be forfeited. SoFi reserves the right to modify or discontinue any promotional offers for points earnings at any time, and with or without notice to you.

Points aren't your property and have no cash value. You can't transfer or move points unless expressly provided for in this agreement. Additionally, points can't be transferred by operation of law, such as by inheritance, in bankruptcy or in connection with a divorce.

## **Redemption Process**

Rewards points may be redeemed towards active SoFi accounts, such as your SoFi Checking or Savings account, SoFi Money® account, SoFi Active Invest account, SoFi Credit Card account, or SoFi Personal, Private Student, or Student Loan Refinance.

The ways to redeem rewards points are subject to change at any time. To see the latest ways to redeem your rewards points, including redemption details for any promotional offers, visit the "Redeem" page. As a participant in the Program, you are eligible to redeem rewards points in accordance with the terms of any current promotional offer listed on the "Redeem" page.

Rewards points may be redeemed on a one-time basis or on a monthly basis when set up through auto-redemption. To set up and manage your auto-redemption preferences, tap the gem icon above your account details within the SoFi app.

Please note that the terms of any promotional offer listed on the "Redeem" page may contain separate eligibility requirements or conditions to receive that promotional offer. The terms of the specific promotional offers listed on your "Redeem" page will govern your ability to redeem rewards points for those promotional offers and may differ from the terms for other customers. To the extent these Program Terms conflict with any of the separate terms for a promotional offer, the Program Terms shall govern how rewards points are earned and the specific promotional terms will govern how rewards points are redeemed for the offer.

SoFi reserves the right to modify or discontinue any promotional offers for points redemptions at any time, and with or without notice to you. Points redemptions may be conditional upon you being a SoFi customer with at least one active SoFi product.

## **Points Restriction**

SoFi in its sole discretion may prohibit or limit your ability to use, earn, keep or redeem points, in whole or in part, and at any time, if you are a SoFi Member in "bad standing". For clarity, a Member in "bad standing" includes but is not limited to the following: if you are delinquent or have defaulted on a SoFi loan product; if you have a negative balance in your SoFi Money, SoFi Checking, or SoFi Savings or any of your SoFi Active Invest Accounts; if we believe you have violated any applicable law in connection with this Program; or if we believe you have committed any fraudulent acts in connection with this Program.

# **Additional Terms**

Your participation in this Program may result in the receipt of taxable income from SoFi and we may be required to send you, and file with the IRS, a Form 1099. You are responsible for any tax liability, including disclosure requirements, related to your participation in the Program.

We are not responsible for any dispute you may have in connection with this Program with an authorized user or joint account holder on any of your accounts.

## **Changes to the SoFi Rewards Program**

SoFi may modify or update these Program Terms at any time, and each such modification will be effective upon either posting at the Website or notice to you. Your continued participation in this Program following any such modifications constitutes your acceptance of such modifications and your agreement to be bound by these Program Terms and the Terms of Use. If you do not agree to any modification of these Program Terms or the Terms of Use, as the case may be, your sole remedy is to discontinue your participation in the Program. It is important that you review these Program Terms regularly. SoFi in its sole discretion may terminate this Program, or prohibit or limit your ability to use, earn or redeem points, in whole or in part, at any time with or without notice to you. The Program described herein shall replace all earlier versions of this Program.

#### INDEMNIFICATION

You shall defend, indemnify, and hold harmless Social Finance, Inc., its affiliates, and each of its and its affiliates' respective employees, contractors, directors, suppliers, and representatives from all damages, losses, costs and expenses of whatever kind, including attorneys' fees and any sums paid under any settlement incurred or suffered as a result of any claim, demand, action, or suit by any third party, whenever and wherever filed, arising out of or relating to (i) your violation of any of these Program Terms, (ii) any fraud or misuse associated with your participation in this Program, (iii) your violation of any applicable law, and (iv) any dispute you may have in connection with this Program with an authorized user or joint account holder on one of your accounts. SoFi reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with SoFi in asserting any available defenses.

#### **ACCESS INSTRUCTIONS**

To view your rewards points account balance, tap the gem icon above your account details.

# LIMITATION OF LIABILITY

IN NO EVENT SHALL SOFI, NOR ITS DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, PARTNERS, OR SUPPLIERS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY LOSS OF INCOME, PROFITS, BUSINESS OR OPPORTUNITY, RESULTING FROM YOUR PARTICIPATION IN THIS PROGRAM. THESE LIMITATIONS OF LIABILITY APPLY WHETHER THE CLAIM AGAINST ANY SUCH PERSONS OR ENTITIES IS BASED ON WARRANTY, CONTRACT, TORT, THE LAW OF PROPERTY, OR ANY OTHER LEGAL GROUNDS OR THEORY, AND WHETHER OR NOT SUCH DAMAGES ARE OR WERE FORESEEABLE OR FORESEEN BY ANY SUCH PERSONS OR ENTITIES. THIS LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

Checkbox "By checking this box, I agree that I've read and consent to the Rewards program terms and conditions."