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# PayPal Rewards Program Agreement

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The PayPal Rewards Program (the “Rewards Program”) is offered by PayPal, Inc. (“PayPal”) via the PayPal mobile app, PayPal.com, and the PayPal Honey mobile browser extension (collectively, the “PayPal Service”), and via the PayPal Honey mobile app, website ([www.joinhoney.com](http://www.joinhoney.com)), browser extension, and other surfaces operated by Honey Science LLC (“Honey”) (collectively, the “Honey Service”). This program agreement (“Agreement”) is a contract between you and PayPal and governs your access to and use of the Rewards Program. This Agreement is in addition to and supplements the other terms and conditions that govern your use of the PayPal Service and/or the Honey Service, as applicable.

## **PLEASE NOTE:**

- **To receive cash back, you must redeem Points and have a PayPal account in good standing. For Points earned through the Honey Service, your Honey account must be linked to your PayPal account to redeem Points for cash back.**
- **While Points may be redeemed for cash back, other redemption options are available. You are not required to redeem your Points for cash back. Points are not money and have no value prior to redemption. Points can only be earned on eligible purchases.**

- **Points can expire. To prevent expiration, your PayPal account or your Honey account must remain active, as applicable. If your PayPal and Honey accounts are inactive for a period of at least twelve (12) consecutive months (for example, from April 10 of this year to April 10 of next year), your Points will expire. Additionally, if your Honey account is not linked to a PayPal account and you fail to earn at least 10 points during each consecutive 365-day period, your points will expire.**

## Acceptance and Eligibility

By using, participating in, or receiving the benefit of any portion of the Rewards Program, you agree to be bound by this Agreement. To participate in the Rewards Program via the PayPal Service, you must have a valid PayPal account in good standing. To participate in the Rewards Program via the Honey Service, you must have a valid Honey account in good standing. You must be an individual, be a resident of the United States or one of its territories, and be at least 18 years old, or the age of majority in your state or jurisdiction of residence (if over 18), to use or participate in the Rewards Program. You may not use the Rewards Program or accept this Agreement if you are not of legal age and able and competent to form a binding contract with PayPal. If you use the Rewards Program, you represent that you have the capacity to be bound by this Agreement. The Rewards Program is not available in all countries or locations. Participation in the Rewards Program is unauthorized in any jurisdiction where all or any portion of this program may violate (or may cause PayPal to violate) any legal requirements, and you agree not to participate if you are a resident of any such jurisdiction. The Rewards Program is for personal, non-commercial use. You agree that you are not using (and will not use) the Rewards Program for or on behalf of any third party, for any company, association, or group, or for any commercial purpose. You further agree that you will not participate in the Rewards Program using multiple PayPal or Honey accounts to avoid or circumvent any prohibition of this Agreement or earn more Points than would otherwise be permitted under this Agreement. You agree that PayPal's decisions regarding the Rewards Program and your participation in it are final and binding and you agree to abide by all such decisions. PayPal will be the sole arbiter in cases of suspected abuse, fraud, or violation of its rules and any decision it makes relating to termination, suspension, or disabling of your participation in the

PayPal Rewards Program terms and/or your forfeiture of any Points or other Program benefits.

## Description of the Rewards Program

The Rewards Program allows participants to search for deals, coupons, discount codes, and exclusive offers to look for potential savings when shopping online. As described in more detail below, participating in the Rewards Program also provides you with an opportunity to earn Points (formerly known as PayPal Gold or Honey Gold, as applicable). PayPal offers a variety of ways to access aspects of the Rewards Program across both the PayPal Service and Honey Service. Not all aspects of the Rewards Program will be available through all access channels and not all offers will be the same across all channels.

All PayPal accountholders and Honey accountholders in good standing may participate (subject to eligibility requirements) and no separate enrollment or application is required. PayPal does not charge fees to you for participation in the Rewards Program.

## Earning Points

We may from time to time make our rewards points ("PayPal Rewards Points" or "Points") available to you when you complete certain actions through the PayPal Service or the Honey Service. The most common way for you to earn Points is by making an eligible purchase from one of the participating third-party merchants while using the PayPal Rewards Program. Points are not available for all merchants or items. When Points are available for eligible purchases made from a particular merchant, we may indicate so on the PayPal Service, on the Honey Service, or within any other software we may make available for the Rewards Program (e.g., browser extensions or plug-ins). If a merchant is participating in the Rewards Program, you can earn Points based on the eligible items that you purchase from that third-party merchant. You must follow the links and instructions as disclosed within the PayPal Service or Honey Service or in other Rewards Program materials, to complete the

eligible purchase and/or complete any other qualifying or required action(s) (e.g., by clicking the buttons labeled “Save Offer,” “Activate Offer,” “Activate Rewards,” or “Shop Now”).

Opportunities to earn Points will always be subject to this Agreement and may be subject to any additional terms, as specified at the time of the offer, including offers requiring you to pay with your PayPal account to earn Points. You can only earn Points through one earning method per qualifying purchase. Satisfying the requirements of more than one earning method in a single transaction will not result in earning any additional Points.

We may display to you the amount or range of Points which you may earn in connection with an eligible purchase or rewards offer in any of the following ways: (1) a fixed percentage reward rate (for example: 3% in Points based on the subtotal of eligible items), (2) a percentage reward rate range (for example: 1-4% in Points based on the subtotal of eligible items), (3) a fixed number of Points (for example: 500 Points ), or (4) a range of Points (for example: 300-500 Points). We may also display to you the cash back percentage or dollar amount, which represents the percentage of cash back or dollar amount you could receive in connection with your completion of the requirements of an offer or completing an eligible transaction, if you elect to redeem the Points for cash back to your PayPal account. You are not required to redeem the Points earned for cash back, and you may elect to redeem such Points for any other redemption options offered as part of the Rewards Program. For an eligible transaction, the number of Points to be provided may be calculated based on the subtotal of eligible items purchased from a participating merchant, excluding tax or any additional fees such as shipping, or (where indicated) it may be provided as a flat sum regardless of the value of your purchase. You can only earn Points on eligible purchases or items, marketing initiatives (e.g., refer-a-friend programs) and account activities, or use of rewards-issuing products where rewards eligibility criteria is disclosed and accepted in advance of the incentivized purchase or activity. Certain items, product categories, and purchases are ineligible for Points. Exclusions vary by merchant. Except for certain product-specific offers, such as PayPal Exclusive Offers, we will not be able to determine if the item(s) you have purchased are eligible for Points or the number of Points that you will earn for that purchase until after you make your purchase. You must follow the links and instructions on the PayPal Service or Honey Service to complete the

eligible purchase, save the applicable offer, or complete another qualifying action. If we are unable to track your transaction/action or if the relevant third-party merchant does not fulfill its obligation, then PayPal may choose not to provide the Points associated with that transaction to you.

The exact number of Points that can be earned in any scenario will be assigned by PayPal based on the prevailing rewards rate displayed to you at the time you are presented with an eligible offer or make an eligible purchase. Depending on the offer you accepted or the purchase you made, Points may be awarded to you as a flat sum, a fixed percent value based on your eligible purchase value, or, where applicable, fall within a range or up to the maximum number disclosed to you, and will be based on many factors determined by PayPal in its sole discretion (including random chance).

Points will appear as pending in your Account Overview, within 1-14 days of completing your qualifying purchase or incentivized activity, although this may vary based on the transaction and merchant. This will occur before we have verified that all items of your purchase are eligible for Points. The Points will remain pending for approximately 60-90 days (although this varies based on the merchant and may be longer in some instances – including travel-related purchases, for which Points will be available for redemption only after travel has been completed and Points have been confirmed). Points that are pending cannot be used or redeemed. You will be able to see in your Rewards dashboard when Points are no longer pending and become available to redeem.

You will not earn Points for any items that you return or for which you receive a full refund on. If all or part of your purchase is ineligible for Points, or if you return all or part of your purchase or receive a refund on it, the number of Points you receive on your purchase, regardless of "pending" status, will be reduced accordingly based on the new subtotal of eligible items. For purposes of clarity and without limiting the foregoing, PayPal may remove Points previously made available to you and/or cancel any awards for which those Points were redeemed if you return all or part of your underlying purchase or receive a refund on it (either through the merchant or via chargeback), or if the Points were issued as a result of fraudulent activity, or activity otherwise in violation of this Agreement. If you make a purchase that does not include eligible items, you will not earn any Points on that transaction.

If you have questions or issues in connection with earning Points for your transaction, **please contact us** at [paypalrewardssupport@paypal.com](mailto:paypalrewardssupport@paypal.com). We may require you to provide copies of your order confirmation, order number, or other proof of purchase. We may elect to provide you with Points in our sole discretion based on the information you provide.

Points cannot be purchased, are not your property, are not money, can expire as described in this Agreement, and have no value prior to redemption. Upon redemption, additional terms may apply. Points are not transferrable under any circumstances (except where PayPal expressly makes transfer or account linking functionality available within the Rewards Program and then subject to any additional terms or limitations set out by PayPal) and can expire as further explained below. Without limiting the foregoing, Points are not descendible and may not be transferred by operation of law (including via inheritance, bankruptcy, or in the event of divorce). You understand that benefits you receive through the redemption of Points may qualify as taxable income under applicable law and you are solely responsible for any tax liability incurred in connection with your participation in the Rewards Program.

PayPal reserves the right at any time to cancel, terminate, modify, or restrict Rewards Program (for some or all users), or any aspect of the Rewards Program, including any available offers, point redemption ratios, redemption options, expiration terms, etc. PayPal reserves the right to apply such changes retroactively to Points already accrued. You understand that, in some cases, withdrawal or reversal of previously credited Points may result in your having a negative Points balance and you will be unable to redeem any subsequently earned Points until you have returned to a positive points balance. You agree that PayPal has the right to limit the quantity of Points you may earn, refuse to provide you Points, or otherwise modify, restrict, or eliminate your ability to earn or redeem Points in our sole discretion and without prior notice to you.

## Redeeming Points

Provided your account is in good standing, you can redeem Points in several ways, described in more detail below. Available redemption methods (and, where

applicable, the number of Points required for each redemption type) will be as set forth on the PayPal Service or Honey Service, as applicable. Redemption types may vary, may be subject to availability or limitations, and may be subject to additional redemption-specific terms or limitations. All redemptions are final. We may place other limitations on your ability to redeem Points. We may change the number of Points required, redemption-rate or availability of any item for which you may redeem Points in our sole discretion and without prior notice. We may also offer additional redemption options from time to time, as disclosed within our Rewards Program.

## Redemption for Cash

Points may be redeemed for cash. This redemption option requires you to have a valid personal PayPal account that is active and in good standing in PayPal's sole discretion and has your bank account or debit card linked to it. After you have elected to redeem Points for cash, it can take up to 24 hours for the funds to be sent to your PayPal account. After that, to cash out your funds, you can transfer them to the linked debit card or bank account. Or, if you have a PayPal Balance account, you can hold it as balance for future use. This redemption option is subject to additional terms, as specified in the [PayPal Balance Terms and Conditions](#).

If you redeem your Points for cash and your PayPal account has a negative balance, the cash received into your account from the Points redemption will be used to offset the negative balance.

Redeeming Points for cash may be considered taxable income. You are responsible for compliance with all applicable tax requirements. You may be asked to provide certain identifying information (like your Social Security Number or Taxpayer Identification Number) for tax purposes.

## Redemption for PayPal Shopping Credit

Another redemption option is a PayPal Shopping Credit. This award provides a specified discount on future eligible purchases paid for using PayPal. PayPal Shopping Credits are subject to additional terms, as specified below and disclosed to you at the time of redemption.

PayPal Shopping Credits are issued for loyalty and promotional purposes and are subject to expiration as specified at the time you redeem Points for the PayPal Shopping Credit. Following the stated expiration date of a particular PayPal Shopping Credit (“Expiration Date”), you will not be able to use the PayPal Shopping Credit and will forfeit any remaining value. PayPal Shopping Credits have no value unless and until redeemed for an eligible purchase prior to expiration.

Once credited to your PayPal account, the PayPal Shopping Credit will be automatically applied to your next eligible purchase made using PayPal as your payment method. The PayPal Shopping Credit will be reflected on your PayPal receipt or in the transaction details in your PayPal account.

Prior to the Expiration Date, if you receive a full refund for or there is a reversal on a transaction you made using the PayPal Shopping Credit, the PayPal Shopping Credit (or portion thereof used on the applicable transaction) will be returned to your PayPal account and the original Expiration Date shall apply to the PayPal Shopping Credit. Following the Expiration Date, if there is a refund or reversal on a transaction you made using the PayPal Shopping Credit, the PayPal Shopping Credit will not be returned to your PayPal account and is void. In the event that you receive a partial refund for any transaction you made using both a PayPal Shopping Credit and another method of payment, the other method of payment will be credited first in applying the refunded amount to you, up to the total amount of the original transaction paid for using that payment method, after which – provided the return is processed before the Expiration Date – any remainder will be added to your account as a PayPal Shopping Credit (and the returned PayPal Shopping Credit will remain subject to the original Expiration Date).

PayPal Shopping Credits may not be redeemed on all transactions. PayPal Shopping Credit may not be applied to past purchases. The PayPal Shopping Credit is valid in the United States and can only be used for purchases from U.S. merchants in U.S. Dollars. The PayPal Shopping Credit cannot be transferred (to other PayPal users or outside of PayPal) or combined with any other PayPal (a) offer (including but not



limited to Pay After Delivery); (b) promotion code; (c) coupon; or (d) discount (including applying multiple PayPal Shopping Credit to a single purchase). The PayPal Shopping Credit cannot be redeemed for cash or other value and cannot be withdrawn from your PayPal account. PayPal Shopping Credit has no independent monetary value. PayPal Shopping Credit is void where prohibited and may not be available when network connectivity between the merchant and PayPal is unavailable.

## Redemption at Checkout

We may also permit you (in our sole discretion) to redeem Points during the checkout process when paying for a purchase using your PayPal account. Where available, you may redeem Points towards the total price of an eligible purchase. Unless otherwise specified by PayPal during the checkout process, Points can be redeemed in any denomination of whole points. Upon redemption, the points will be converted to cash to fund the purchase. The per-point redemption value of each Point will be as specified by PayPal during the checkout process. Redemption of Points at checkout can only be used for eligible purchases from U.S. merchants in U.S. Dollars up to the total purchase price. When redeeming Points to fund the entire purchase price, you will be required to provide a back-up funding source to complete the transaction. Your back-up funding source may be charged if there is a payment dispute, if your final charge with the merchant exceeds the value of Points redeemed (e.g., due to a variable cost, such as shipping fees or gratuity), or in certain other circumstances.

Redemption at checkout is available only where expressly indicated in the PayPal Service and is not available at all merchants where PayPal is available or on all transactions paid for using PayPal. Excluded transactions include, but are not limited to, the following: send money transactions, eBay seller fees, eBay purchases paid via an eBay invoice, PayPal preapproved payments, and the payment of any PayPal transaction fees.

Not all payment sources may be combined with at-checkout redemption of Points to fund an eligible purchase. At the time of checkout, PayPal will display the available funding sources that are eligible for the given transaction.

If you receive a full refund for or there is a reversal on a transaction in which you redeemed Points at checkout, your Points balance will be credited in an amount equal to the Points you originally redeemed on such purchase. If you receive a partial refund for any transaction you paid for using both at-checkout redemption of Points and another payment method, the other method of payment will be credited first in applying the refunded amount to you – up to the total amount of the original transaction paid for using that payment method – after which any remainder will be credited to your Points balance.

## Redemption for Gift Cards

Points may be redeemed through the Honey Service for third-party merchant gift cards. Selection of merchant gift cards may vary based on availability. Use of a third-party merchant gift card at a selected merchant will be subject to such merchant's and/or the gift card issuer's own terms of service. All redemptions are final and cannot be reversed once initiated by you.

## Expiration & Loss of Rewards Points; Termination of the Program

To maintain your Points, your PayPal account or Honey account must remain active. If your account is inactive for a period of at least twelve (12) consecutive months (for example, from April 10 of this year to April 10 of next year), PayPal has the right (to the maximum extent permitted by applicable law) to reset your Points to zero (0), in which case you will no longer be eligible to redeem any then-unredeemed Points. To the maximum extent permitted by applicable law, you agree that any disputes about whether your Points should expire will be resolved by PayPal in its sole discretion, and you agree to abide by PayPal's resolution of such dispute. If your PayPal account is closed, any unredeemed Points earned via the PayPal Service will no longer be redeemable. If your Honey account remains open, any unredeemed points earned via the Honey Service will continue to be eligible for redemption for non-PayPal redemption methods. If your Honey account and your PayPal account are linked, and you close your Honey account (but not your PayPal account), all

Points earned on the Honey Service and the PayPal Service will continue to be eligible for redemption through the PayPal Service. If your Honey account is not linked to your PayPal account, you must earn at least 10 Points during any rolling 365-day period to keep your Points balance.

PayPal reserves the right to suspend or terminate, in its sole and absolute discretion, your participation in the PayPal Rewards Program or your PayPal account entirely if PayPal suspects that you have abused any PayPal Rewards Program benefits or privileges, have violated or acted inconsistently with this Agreement or applicable law, or have acted in a manner harmful to our interests. Abuse or violations that may result in suspension or termination include (but are not limited to): (i) using automated or fraudulent means (including artificially manufacturing transactions/spend) to earn Points or otherwise participate in this program ; (ii) your failure to abide by the requirements of the Agreement; (iii) the attempted or actual purchase, sale, or transfer of any Points; and (iv) making a misrepresentation to PayPal in connection with your participation in the Rewards Program. You understand and agree that termination of your participation in the Rewards Program (or your PayPal account) will result in the immediate forfeiture of all Points and unused Rewards Program awards associated with that account.

PayPal reserves the right to cancel, terminate, modify, or restrict the PayPal Rewards Program (for some or all users), or any or all Rewards Program benefits, including but not limited to any available offers, point redemption ratios, redemption options, and expiration terms at any time and for any reason. In the event PayPal elects to terminate the Rewards Program entirely, we will provide a notice of termination on the PayPal Service and/or the Honey Service, or by email to the email address then associated with your PayPal account. Unless a shorter notice period (or no notice) is required by applicable law or by PayPal as determined in its sole discretion, PayPal will provide you with at least twenty-one (21) days' notice prior to termination of the Rewards Program during which time you may continue to redeem accumulated Points. Any conclusion to the Rewards Program that results in the transfer of participants to a successor loyalty program, where such participants do not forfeit all unexpired, unredeemed Points in their account as a result, will not be considered a termination of the Rewards Program for purposes of this provision. In addition, this provision will not apply if PayPal elects, in its sole discretion, upon termination of the Rewards Program, to automatically credit to

each program participant's PayPal account a pro rata credit amount equal to the redemption value of the participant's unredeemed Points.

## Account Linking

You can link your PayPal account and your Honey account to earn Points across both the PayPal Service and the Honey Service. If you have an existing PayPal account and a Honey account, you need to manually link the two accounts to have a combined Points balance. To link the accounts, follow the instructions in [this FAQ](#) article. Once linked, Points from both accounts will be combined into one cumulative point balance, although redemption options may differ depending on whether you choose to redeem your Points via the PayPal Service or the Honey Service. See **Redeeming Points** below for more information on redemption options. If you create your Honey account using your PayPal account login, your Points balance will be combined automatically. Once linked, the accounts cannot be unlinked except in PayPal's sole discretion. If your accounts were linked because of an account takeover, please contact customer service at [paypalrewardssupport@paypal.com](mailto:paypalrewardssupport@paypal.com)

## Amendments of this Agreement

PayPal may amend this Agreement or other terms or policies that govern your participation in the Rewards Program from time to time. Any changes to the Agreement will be posted on PayPal's website, and the posted Agreement will indicate the date the Agreement was last revised. The revised Agreement will take effect when posted or as otherwise expressly indicated. If you do not agree to the changes, you must stop participating in the Rewards Program or using any benefits of the Rewards Program. By continuing to use the Rewards Program after any changes to this Agreement take effect or taking such other action as specified by PayPal, you agree to be bound by those changes.

## Assignment

PayPal may assign, without recourse, any or all of its rights or obligations under this Agreement, including all or a portion of this Agreement and/or all or a portion of any liabilities related to Points. If PayPal assigns any or all of the liabilities related to Points, the assignee shall be the sole obligor with respect to such points, and PayPal shall have no further liability with respect to such points.