

VISA INFINITE

Rewards Program

Terms and Conditions (Livelo - Brazil)

These Rewards Program Terms and Conditions (these “Terms and Conditions”) govern the participation in the Livelo Points Program. When used in these Terms and Conditions, the terms “we,” “us,” and “our” refer to Bradesco Bank, the terms “you” and “your” refer to the Participant, and the term “Livelo” refers to Livelo, S.A., a Brazilian company. Other defined terms used in these Terms and Conditions are set forth in Section 1 below.

Upon your enrollment in the Livelo Points Program, these Terms and Conditions will be incorporated into and become part of the Cardholder Agreement governing your Account. In the event of a discrepancy or inconsistency between these Terms and Conditions and the Cardholder Agreement, then these Terms and Conditions will control with respect to the Livelo Points Program, but only to the extent necessary to address the discrepancy or inconsistency.

In order to participate in the Livelo Points Program, you must register in the Livelo Points Program on Livelo’s website www.livelo.com.br. Your participation in the Livelo Points Program will be subject to the terms and conditions of the Livelo Points Program Regulations, which are accessible at www.livelo.com.br. (the “Livelo Regulations”). In the event of any discrepancy or inconsistency between these Terms and Conditions and the Livelo Regulations, then these Terms and Conditions will control, but only to the extent necessary to address the discrepancy or inconsistency.

The Livelo Points Program is managed and administered by Livelo. Bradesco Bank is not an affiliate of Livelo. **In order for you to participate in the Livelo Points Program, Bradesco Bank will share information about your Card purchases and transactions with Livelo, and Livelo may share this information with third-party vendors as may be necessary to process the Livelo Points Program.**

Please review these Terms and Conditions and the Livelo Regulations carefully. Participants enrolling in the Livelo Points Program agree to be bound by these Terms and Conditions and the Livelo Regulations and any amendments that may be made to these Terms and Conditions and the Livelo Regulations.

1. Definitions

- (a) **“Account”** means your U.S. issued Visa Infinite credit card account with us.
- (b) **“Bonus Points”** has the meaning given in Section 4(c) of these Terms and Conditions.
- (c) **“Card”** means the U.S. issued Visa Infinite credit card furnished to you by us in connection with your Account.
- (d) **“Cardholder”** means any person that has been issued a Card.
- (e) **“Cardholder Agreement”** means the agreement between us and a Cardholder that governs the Cardholder’s use of the Card and his/her access to and use of the Account.
- (f) **“Eligible Bonus Point Purchase Category”** means the categories of goods or services identified by us to be eligible for Bonus Points, which may be accessed at bradescobank.com.
- (g) **“Eligible Bonus Purchases”** has the meaning given in Section 4(c) of these Terms and Conditions.
- (h) **“Eligible Purchases”** means transactions for the purchase of goods or services made with a Card at Visa merchant locations by which Livelo Points may be earned, but excluding the following:
 - **ATM Withdrawals:** Cash advances made through ATMs withdrawals, except as otherwise permitted in special promotional offers.
 - **Fees:** Any fees and Card-related charges posted to an Account, including (but not limited to) annual fees, ATM fees, balance transfer fees, cash advance fees, over-the-limit fees, foreign currency fees and other Account usage fees as outlined in the applicable Cardholder Agreement or these Terms and Conditions.
 - **Gaming Related Transactions:** Any legal or illegal gaming-related transactions, including without limitation, the purchase of gambling chips, off-track wagers or lottery ticket transactions.

- **Illegal Transactions:** Any transaction that would violate any federal, state, local or other applicable law.
- **Tax Payments:** Any federal, state, local or other tax payments made using a Card, other than the amount of sales tax charged on Eligible Purchases.
- **Unauthorized Transactions:** Any transactions made using a Card that are later disputed by a Cardholder as unauthorized.

- (i) **“Enrollment Date”** means the date on which a Participant is automatically added to the Livelo Points Program.
- (j) **“Good Standing”** means an Account that is not closed, delinquent or otherwise in default under the terms of the applicable Cardholder Agreement and that is otherwise available for use as a payment method.
- (k) **“Livelo Account”** means an account held by the participant with Livelo, with record of the Participant’s Livelo Points and related information that may be accessed through Livelo’s website www.livelo.com.br and in any other manner made available by Livelo.
- (l) **“Livelo Points”** means a numeric figure representing a value of Eligible Purchases or Eligible Bonus Purchases that may be redeemed by a Participant for Rewards through the Livelo Points Program. Except as otherwise stated in these Terms and Conditions, all references to Livelo Points include Bonus Points.
- (m) **“Livelo Points Program”** means the Livelo Points Program managed and administered by Livelo.
- (n) **“MCC”** has the meaning given in Section 4(c) of these Terms and Conditions.
- (o) **“Participant”** means a Cardholder that has enrolled in the Livelo Points Program in accordance with Section 2 of these Terms and Conditions.
- (p) **“Reward(s)”** means items, goods, or services available from time to time to Participants in the Livelo Points Program through the redemption of Livelo Points.
- (q) **“Reward Providers”** are any entity or individual that provides a Reward, including, without limitation, Livelo, its affiliates and any other third-party providers of Rewards.
- (r) **“Total Points”** shall mean the sum of your Livelo Points and any Bonus Points earned, less any adjustments that we may make from time to time.

2. Enrollment

Eligible Cardholders will be enrolled in the Livelo Points Program automatically upon opening an Account. If any Cardholder on a jointly held Account is enrolled in the Livelo Points Program, all joint Cardholders will be considered automatically enrolled in the Livelo Points Program and bound by these Terms and Conditions.

For any jointly held Account, Eligible Purchases of Cardholders will appear on the primary Participant’s Livelo Account.

3. Registration In Livelo Points Program:

In order to participate in the Livelo Points Program and redeem Livelo Points, you must register with Livelo through its website www.livelo.com.br. Your participation in the Livelo Points Program will be subject to the terms and conditions of the Livelo Regulations, which are accessible at www.livelo.com.br.

4. Points

(a) Earning Livelo Points Other Than Bonus Points:

For Livelo Points other than Bonus Points, Participants will earn one (1) Livelo Point for every U.S. dollar (\$1) in Eligible Purchases (other than Eligible Bonus Purchases) made using a Card, rounded up or down to the nearest dollar.

(b) Rules Applicable to All Points (Livelo Points and Bonus Points):

- If you subsequently return an item or receive a refund on an Eligible Purchase or Eligible Bonus Purchase, your number of Livelo Points or Bonus Points will be reduced by the amount of cash or credit you receive for the return or refund, which may result in negative Livelo Points or Bonus Points if returns or credits exceed Eligible Purchases or Eligible Bonus Purchases, as applicable. Unless permitted by Livelo, Livelo Points may not be purchased.

- Livelo Points and Bonus Points may be earned only if your Account is in Good Standing at the time your Card transaction is received for processing for an Eligible Purchase or Eligible Bonus Purchase. If your Account is closed for any reason, or your Livelo Account is closed for any reason, then all Livelo Points and Bonus Points that were accumulated but unused will be cancelled immediately, without compensation. We also reserve the right to suspend your participation in the Livelo Points Program until your Account is in Good Standing.
 - Your right to accrue Livelo Points will begin upon Enrollment Date. No Livelo Points will be posted to your Livelo Account until you have registered with Livelo.
 - The number of Livelo Points a Participant can earn in a calendar year is unlimited.
 - After registration with Livelo, Participants can view their Livelo Account and their current Livelo Point balance at www.livelo.com.br. We will notify Livelo of any Livelo Points that you earn in a month within seven (7) days after the end of the month. Livelo will credit your Livelo Account with these Livelo Points in accordance with Livelo's policies and the Livelo Regulations.
 - Livelo Points are not considered a Participant's property and are generally not transferable upon death, dissolution, or bankruptcy, or as part of a legal settlement, or domestic relations issue.
 - Livelo Points and/or Bonus Points will expire 36 months after the purchase date.
- (c) **Earning Bonus Points:**
- Unless otherwise indicated, the earning of Bonus Points is governed by these Terms and Conditions.
 - Participants will earn an additional three (3) Livelo Point (each a "Bonus Point") for every one U.S. dollar (\$1) in Eligible Bonus Purchases made using a Card, rounded up or down to the nearest dollar.
 - An "Eligible Bonus Purchase" means an Eligible Purchase from a merchant assigned to a merchant category code ("MCC") identified by us to participate in an Eligible Bonus Point Purchase Category. Even though a merchant or some of the items that it sells may appear to fit within a purchase category, the merchant may not process transactions under that MCC. When that happens, the purchase will not qualify as an Eligible Bonus Purchase and will not qualify for Eligible Bonus Points.
 - Bonus Points for Eligible Bonus Purchases made in-store are typically awarded within seven (7) business days of transaction posting. Bonus Points for Eligible Bonus Purchases made online are typically awarded within thirty (30) days of transaction posting. Awarding of Bonus Points for some offers may require additional processing time.
 - Eligible Bonus Point Purchase Categories and offers are subject to cancellation, removal, or change at any time, without notice, even if such a change impacts your ability to qualify for Bonus Point earnings. You may access details of Eligible Bonus Point Purchase Categories at bradescobank.com.
 - Taxes, fees, and shipping/handling charges may not be considered part of an Eligible Bonus Purchase and, therefore, may not earn Bonus Points.
- (d) **Redeeming Livelo Points:**
- In order to redeem Livelo Points, including Bonus Points, a Participant must first register with Livelo to participate in the Livelo Points Program.
 - A Participant's use and/or redemption of Livelo Points, including Bonus Points, will be governed by the Livelo Regulations, which are accessible at www.livelo.com.br.
 - Livelo Points may be redeemed for a variety of Rewards. To redeem Livelo Points, Participants should access the Livelo website at www.livelo.com.br and select a Reward.
 - Reward items have no cash value, are not refundable, exchangeable, combinable, may not be resold, have no residual or partial value, are subject to substitution and replacement without notice, and are void where prohibited by law. Rewards may include (but are not limited to) products, certificates, or gift cards.
- (e) **Merchandise Rewards:**
- Delivery of any merchandise will be subject to the policies of Livelo and the Livelo Regulations. Applicable warranties of manufacturers, third party service providers, or Reward Providers, if any, will be included with your Reward. Warranty claims must be directed to the manufacturer, third party service provider or Reward Provider, as applicable.

(f) **Merchandise and Gift Certificate/Gift Card Rewards:**

- If you redeem points for a gift card, once the gift card is issued, it is non-refundable. We and Reward Providers are not responsible for replacing lost, stolen, or expired gift certificates/cards. Gift certificates and gift cards are subject to the Gift Card or Gift Certificate issuer's terms and conditions, which address expiration policies and non-usage fees and can be changed at the sole discretion of the issuer. Your use of Any gift certificate or gift card will be subject to restrictions as listed on the certificate or provided with the gift card.
- Gift certificates and gift cards are not redeemable for cash or credit under any circumstances and have charges for non-use and non-activation.
- Participants have sole responsibility for any charges over and above the stated value of a gift card or gift certificate chosen as a Reward through the Livelo Points Program.
- Any merchandise received through the use of any Merchandise Certificate, Gift Certificate or Gift Card shall be subject to the terms of Section of 4(c) of these Terms and Conditions.

5. Representation and Warranties:

(a) NEITHER WE, LIVELO NOR ANY REWARD PROVIDER MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE LIVELO POINTS PROGRAM, ANY POINTS EARNED, ANY REWARD OBTAINED THROUGH THE LIVELO POINTS PROGRAM, AND DISCLAIM ANY AND ALL LIABILITY AS TO THE CONDITION, QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS FOLLOWS

- Regarding any Rewards obtained by Participants through the Livelo Points Program or through any Reward Provider.
- That the Livelo Points Program or any Rewards provided thereunder will meet Participant's requirements.
- That the Livelo Points Program and any Rewards provided thereunder will be uninterrupted, timely, free of errors or without defects.
- As to the benefits or results a Participant may obtain by participating in the Livelo Points Program.
- As to the accuracy or reliability of any information obtained via participation in the Livelo Points Program.

(b) We will not be liable or responsible for the performance of Livelo, any other Reward Provider or any third-party service provider, or any guarantee, warranty and representation, if any, made by Livelo, any other Reward Provider or any third-party service provider.

(c) No advice or information, whether oral or written, obtained by a Participant from us or via the Livelo Points Program shall create any warranty not expressly made herein.

6. Audits and Disqualification:

We and Livelo reserve the right to audit any Participant's Livelo Account at any time for compliance with these Terms and Conditions and the Livelo Regulations, without notice to the Participant. If an audit reveals discrepancies, the processing of Reward redemption requests may be delayed pending completion of the audit. We and Livelo reserve the right to change Total Points without notification if an audit reveals inaccuracies.

7. Changes/Termination:

We and/or Livelo may at any time modify, delete from, or terminate these Terms and Conditions, the Livelo Points Program, the Rewards, the Livelo Regulations and any rules, processes and regulations for the Livelo Points Program, and special offers at any time, with or without notice. These rights include but are not limited to, the right to:

- change the amount of Livelo Points earned for Eligible Purchases, including Eligible Bonus Purchases;
- change the number of Livelo Points required to redeem Rewards;
- impose caps and/or fees on the earning of Livelo Points and/or on redeeming Livelo Points;
- change the Rewards available; or
- cancel the Livelo Points Program without notice.