TC CASH PROGRAM TERMS

These TC Cash Program Terms form part of the Travel Code Master Platform Agreement and apply where the Customer's plan includes TC Cash. Capitalized terms not defined here have the meaning given in the Master Agreement or in Schedule C.

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1. WHAT TC CASH IS

1.1 TC Cash is a discretionary rewards currency offered by Travel Code to eligible Customers, earned on settled eligible card transactions and redeemable within the Travel Code Platform.

1.2 Travel Code is the sole provider. TC Cash is designed, offered, funded, administered, and paid **solely by Travel Code**. Neither Pliant Payments, Inc. nor Coastal Community Bank nor Visa offers, funds, endorses, or bears any responsibility for TC Cash. **The Customer's sole recourse in respect of TC Cash is against Travel Code.**

1.3 TC Cash is not money. TC Cash:

(a) is **not the Customer's property** and confers no ownership interest; (b) has **no independent monetary value** and is not a currency, deposit, stored value, credit balance, or negotiable instrument; (c) is **not held on deposit** for the Customer and is not covered by FDIC insurance; (d) may **not be sold, transferred, assigned, pledged, or exchanged** for cash, and may not be transferred to another Customer, to an individual, or on death or bankruptcy; (e) accrues **no interest**; and (f) is not a rebate, discount, or price reduction to which the Customer has any accrued entitlement until redeemed.

1.4 Distinct from Prepaid Balance. TC Cash is separate from and must not be confused with the Prepaid Balance under §5.6 of the Master Agreement. The Prepaid Balance is a prepayment made by the Customer for Travel Code services and is refundable in accordance with that section. TC Cash is a discretionary reward, is not refundable in cash, and is subject to forfeiture and clawback under these Terms.

1.5 Discretionary. Travel Code has no contractual or legal obligation to offer, continue, or pay TC Cash. Nothing in these Terms constitutes a binding offer to provide TC Cash.

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2. ELIGIBILITY

2.1 TC Cash is available only where the Customer:

(a) has activated Schedule C and is subscribed to a plan that includes TC Cash; (b) is in good standing under the Agreement and under the Card Agreements; and (c) has no overdue amount owing to Travel Code, to Pliant, or to the Issuing Bank.

2.2 TC Cash is not available on the free tier.

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3. ACCRUAL

3.1 Basis. TC Cash accrues as a percentage of the value of Eligible Transactions that have **settled**. TC Cash does not accrue on authorizations, pending transactions, or unsettled amounts.

3.2 Rate. The accrual rate is determined by the settlement term the Customer selects. Shorter settlement terms carry higher rates, because a longer term increases the cost of funding the outstanding balance:

Settlement term selected	TC Cash rate
Daily	1.50%
Weekly	1.38%
Bi-weekly	1.25%
Monthly	0.97%
60-day	0.45%

Rates are stated as "up to" figures and are **cash, not points**. Travel Code may change the table on notice under §8.

3.3 Eligible Transactions. An Eligible Transaction is a settled purchase transaction made with a card issued under the Card Program that is not an Excluded Transaction.

3.4 Excluded Transactions. TC Cash does not accrue on:

(a) cash and cash-like transactions, including cash advances, ATM withdrawals, money orders, wire transfers, and purchases of cash equivalents, cryptocurrency, or similar instruments; (b) governmental and charitable transactions, including taxes, fines, and court-ordered payments; (c) private or personal expenses, or any expense outside the scope of the Customer's own policies; (d) purchases from merchants belonging to the same corporate group as the Customer, or governed by a dedicated merchant agreement; (e) transactions in any merchant, category, or transaction type identified as ineligible in the Platform, including transactions on which the applicable interchange does not meet the threshold required for the transaction to be eligible; (f) fees, charges, interest, and adjustments; (g) transactions that are reversed, refunded, charged back, disputed, unauthorized, fraudulent, or otherwise determined to be invalid; and (h) any other category identified in the Platform from time to time.

3.5 Availability. TC Cash becomes available for redemption **on settlement of the underlying Eligible Transaction**, without a holding period. Travel Code funds availability in advance of receiving the corresponding amounts from Pliant.

3.6 Availability is provisional. Because TC Cash is made available before the underlying transaction is final for refund, chargeback, and reversal purposes, all TC Cash — whether or not redeemed — remains **provisional and subject to removal, offset, and clawback under §4** until the underlying transaction is no longer capable of reversal. Availability for redemption is not vesting and does not make TC Cash the Customer's property.

3.7 Suspension of availability. Travel Code may temporarily suspend immediate availability, in whole or in part, and apply a holding period on notice, where it reasonably determines this is necessary because of the Customer's refund or chargeback history, delinquency, suspected fraud, or unusual transaction patterns.

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4. REVERSAL, CLAWBACK AND OFFSET

4.1 Netting. If an Eligible Transaction on which TC Cash accrued is subsequently reversed, refunded, charged back, disputed, defaulted, deemed fraudulent, or otherwise determined to be invalid, Travel Code will **remove a proportionate amount of TC Cash** from the Customer's pending balance or available balance.

4.2 Negative balance. If the removal results in a negative TC Cash balance, Travel Code may deduct the shortfall from TC Cash subsequently accrued. If no further TC Cash accrues within ninety (90) days, or on termination, Travel Code may invoice the Customer for the value of TC Cash already redeemed and attributable to the reversed transactions, payable within thirty (30) days of invoice.

4.3 Withholding. Travel Code may withhold, offset, suspend, or decline payment or redemption of TC Cash where:

(a) the underlying transaction is under review, disputed, or suspected of fraud; (b) the Customer has an overdue amount owing to Travel Code, Pliant, or the Issuing Bank; (c) the Customer is in breach of the Agreement or the Card Agreements; (d) the Customer has violated applicable law; or (e) circumstances exist that would justify suspension or termination of the Customer relationship.

4.4 Anti-gaming. Travel Code may remove TC Cash, and suspend or terminate participation, where it reasonably determines that TC Cash has been accrued through manipulation, abuse, artificial or circular transactions, or any activity inconsistent with bona fide business spending.

4.5 Survival. The obligations in §4.1 and §4.2 survive termination of the Agreement for twelve (12) months.

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5. REDEMPTION

5.1 Closed loop. TC Cash may be redeemed **only within the Travel Code Platform**, and only against:

(a) travel booked through Travel Code, including air, hotel, rail, car, and ancillary services; and (b) Travel Code subscription Fees and service fees.

5.2 No cash-out. TC Cash may **not** be redeemed for cash, transferred to a bank account, applied against card balances owed to the Issuing Bank, paid to a third party, or converted into any other instrument.

5.3 Application and order. Redemption is applied at the point of booking or at invoicing, as configured in the Platform. Partial redemption is permitted. Amounts are applied in the following

order:

1. against the Customer's **Prepaid Balance**;
2. then, from **TC Cash**, against amounts payable to Travel Code (including subscription Fees and service fees);
3. then, from **TC Cash**, against amounts payable to travel suppliers.

Travel Code may change this order on notice under §8.

5.4 No refund of redeemed TC Cash. If a booking paid for wholly or partly with TC Cash is cancelled or refunded, the TC Cash portion is returned as TC Cash, not as cash, and is subject to these Terms.

5.5 No inactivity expiry. TC Cash does not expire through inactivity. It remains available until redeemed, removed under §4, or forfeited or expired under §6.

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6. FORFEITURE, DOWNGRADE AND TERMINATION

6.1 Forfeiture. The Customer forfeits all accrued and unredeemed TC Cash, whether pending or available, if:

(a) the account is not in good standing; (b) the Customer is delinquent under the Card Agreements or has an overdue amount owing to Travel Code; (c) the Agreement, Schedule C, or any Card Agreement is terminated by Travel Code, Pliant, or the Issuing Bank **for cause**; or (d) the Customer breaches §4.4.

6.2 Plan downgrade. If the Customer downgrades to a plan that does not include TC Cash, or is downgraded under §5.5 of the Master Agreement for non-payment:

(a) accrual stops immediately; (b) TC Cash already **available** remains redeemable for **ninety (90) days**, after which it expires; and (c) TC Cash in the **pending** balance is forfeited.

6.3 Termination without cause. If the Customer terminates for convenience, or Travel Code terminates other than for cause, available TC Cash remains redeemable for **thirty (30) days** after the effective date of termination, after which it expires. Pending TC Cash is forfeited. TC Cash is not paid out in cash on termination in any circumstance.

6.4 No compensation. The Customer has no claim to compensation for forfeited or expired TC Cash.

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7. TAX

7.1 The Customer is solely responsible for determining the tax treatment of TC Cash and for any tax liability arising from it, including any reporting obligation.

7.2 Travel Code does not provide tax advice and will not report TC Cash to any taxing authority except where expressly required by law.

8. CHANGES AND TERMINATION OF THE PROGRAMME

8.1 Travel Code may change these Terms, the accrual rates, the exclusion list, the holding period, the redemption options, or any other aspect of TC Cash, and may suspend or terminate the TC Cash programme in whole or in part, at any time on **thirty (30) days' notice**.

8.2 Where a change materially and adversely reduces the value of TC Cash to the Customer, the Customer may terminate Schedule C without penalty by notice given before the change takes effect, and may redeem available TC Cash during the notice period.

8.3 Changes required by law, by a regulator, by a card network, by the Issuing Bank, or by Pliant may take effect on shorter notice where necessary to maintain compliance.

8.4 On termination of the programme under §8.1, available TC Cash remains redeemable for thirty (30) days.

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9. LIABILITY

9.1 Travel Code's total aggregate liability in respect of TC Cash will not exceed the value of TC Cash improperly withheld or removed, calculated at the redemption value that would have applied.

9.2 §9.1 is a sub-cap within, and does not increase, the limits in §11 of the Master Agreement.

9.3 The Customer will indemnify Travel Code against claims arising from the Customer's own treatment, allocation, or onward distribution of TC Cash within its organization.