

## Overview

These Terms and Conditions give you detailed information about how the “Foyer Match” Rewards Program (the “Program”) works. The Program is operated by Foyer Holdco, Inc. (“Foyer”) and for the avoidance of doubt, is not provided or sponsored by Pacific West Bank. (the “Bank”).

Foyer Match is a rewards program for Foyer Home Account holders. Foyer will match a portion of your contributions to your Foyer Home Account (as determined by Foyer from time to time in Foyer’s sole discretion) in the form of a credit that can be used toward your home purchase once you have entered into a purchase agreement for a home, subject to verification by Foyer and your continuing to hold a Foyer Home Account at that time. Foyer Match credits cannot be used for any other purpose and are automatically forfeited when you cease to hold an active Foyer Home Account.

Foyer reserves the right to change the terms of the Foyer Match program, including but not limited to with respect to eligibility, the amount or type of match, and the requirements for using Foyer Match credits, at any time and with or without notice to you. For more information about the Foyer Match, please contact us at [support@foyersavings.com](mailto:support@foyersavings.com).

By registering for an account with Foyer and opting into the Program, you accept these Terms and Conditions. Foyer is a financial technology company and is not a bank. Banking services provided by Pacific West Bank; Member FDIC.

## Eligibility

In order to be eligible for the program, you must have an active and in good standing Foyer Account. For the avoidance of doubt, “active” and “in good standing” shall mean that your account does not have a negative cash balance, is not frozen and you are not in breach of any agreements between you and Foyer (e.g., you have not engaged in any illegal or fraudulent activity related to your account or the Program and you have not misused your account or the Program in any way).

## Earning Foyer Match Rewards

You will earn two percent (2%) Foyer Match Rewards when you deposit funds into your Foyer account. Rewards are calculated at the end of each calendar week and will be added to your account as “pending” at that time. Rewards can not be redeemed until you successfully go under contract on a home, please see the “Redeeming your rewards” section for more details.

There is an annual cap on rewards earned of \$200 that resets at the end of each calendar year. When refunds, returns or withdrawals are posted, the respective Foyer Match Rewards may be debited from your pending rewards balance. Weekly rewards are calculated net of withdrawals from your account.

## **Redeeming Your Rewards**

In order to redeem your pending Foyer Match rewards, you must: Upload a copy of a bona fide purchase agreement that represents your intent to purchase a home; and have the legitimacy of your transaction verified by your real estate agent, mortgage lender & title company or attorney, to Foyer's satisfaction. You may use any mortgage lender or real estate agent for this transaction and still redeem your rewards. Within 5 business days of your scheduled closing date, Foyer will deposit your rewards into your account

## **Expiration of the Foyer Match**

As long as your Account is active and in good standing (as defined above in the Eligibility section), your Foyer Match rewards will not expire.

## **When You Will Not Be Able to Earn Rewards**

We may temporarily suspend your Account from earning Foyer Match rewards, or redeeming Foyer Match rewards you have earned, if any of the following occurs:

- If we believe you have engaged in fraudulent activity related to your Account or the Program.
- If we believe you have misused the Program in any way.

## **Changes to the Terms or Program**

Generally, we may make changes to the Program, and this Agreement, at any time. For example, we may:

- Add new terms or delete existing terms
- Change how you earn the Foyer Match
- Change how you use or redeem your Foyer Match rewards

We may also temporarily prohibit you from earning Foyer Match Rewards or using any other feature of the Program. We may supplement this Agreement with additional terms, conditions, disclosures, and agreements, which will be incorporated into this Agreement.

We may provide you notice of these types of changes in writing, which, at our option, may be delivered to you electronically through email or through our online services.

## **Termination of the Program**

Modification; Suspension; Termination. We reserve the right in our sole discretion to modify, suspend, or discontinue the Program, or any features or parts thereof, whether temporarily or permanently, at any time with or without notice to you in our sole discretion.

Effect of Termination. To the fullest extent permitted by applicable law, we shall have no additional liability or obligation to you in such an event.

## **Authorization to Retrieve and Use Third-Party Information On Your Behalf**

By enrolling in the Program and agreeing to these Terms, you expressly authorize us to act on your behalf as your agent and representative to access your consumer financial information in your Account pursuant to Section 1033 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. Through this authorization, we will collect information about your financial transactions on your Account for the purpose of facilitating the Program and your participation in it. Your consumer financial information will be collected, maintained, stored, and shared in accordance with our [Privacy Policy](#).