

EXTRA TERMS OF SERVICE

Last Updated: April 29, 2020

The following terms of service are terms of a legal agreement (the "Terms of Use") between you ("you", "your", or "user") and Thingy Thing, Inc., doing business as Extra, its subsidiaries, affiliates, agents and assigns ("Extra", "we", "us", or "our") that sets forth the terms and conditions for your use of all of Extra's websites and all mobile applications (collectively, the "Site") and/or the products and services offered, operated or made available by Extra including the Extra Rewards Program (collectively, the "Services"). This Site and Services are being provided to you expressly subject to this Agreement. By accessing, browsing and/or using the Site or the Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement and to comply with all applicable laws and regulations. The terms and conditions of this Agreement governs your use of the Site and the Services.

THIS AGREEMENT ALSO INCLUDES A BINDING ARBITRATION PROVISION THAT CONTAINS A CLASS ACTION WAIVER. PLEASE REFER TO SECTION 17 BELOW FOR MORE INFORMATION.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Terms of Use, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

Extra's Services allow you to obtain a network branded debit card issued by our banking partner ("Extra Card"). With an Extra Card, you can purchase goods and services from retailers, earn points ("Extra Points"), and establish payment history, which is key to building credit. The Extra Card is subject to the separate terms of the Extra Card Cardholder Agreement, available here: [extra.app](#). Your eligibility for an Extra Card is the decision of our banking partner ("Issuing Bank"). If you cannot obtain an Extra Card or your Extra Card account is closed, suspended, or inactive, you may not be able to use the Services.

1. Funding Extra Card Transactions and the Credit Reporting Feature.

- a. **Dwolla Integration.** In order to use the payment functionality of the Extra Card, you must open a partner account ("Partner Account") provided by Dwolla, Inc. and you must accept the Dwolla [Terms of Service](#) and [Privacy Policy](#). Any funds held in the Partner Account are held by Dwolla's financial institution partners as set out in the Dwolla [Terms of Service](#). You authorize us to collect and share with Dwolla your personal information including full name email address and third party bank account ("Bank Account") information, and you are responsible for the

accuracy and completeness of that data. You understand that you will access and manage your Dwolla account through our Site, and Partner account notifications will be sent by us, not Dwolla. We will provide customer support for your Partner Account activity, and can be reached at hey@extra.app.

- b. **Funding Process.** As set forth in the Extra Card Cardholder Agreement, “Funding Source” means the funds available for spending in your Partner Account, in which you hold or store funds and from which you access funds for use via the Extra Card. You acknowledge and agree that the funds available to spend via the Extra Card are limited to the funds that you have loaded into your Partner Account or that we load into the Partner Account on your behalf. Funds are only loaded when we authorize a load of funds or when the Issuing Bank refunds a transaction to you. We will automatically evaluate your Overdraft Line of Credit (explained below in Section 1.e) when you: **(1)** attempt to authorize a transaction, or **(2)** incur a fee on your Extra Card when there are no funds available in the Partner Account. If there are funds available on your Overdraft Line of Credit, we will approve your transaction. At the same time, we will instruct Dwolla to initiate an automated clearing house (ACH) debit in the amount of the transaction and any associated fees from your Bank Account to the Partner Account. We will also inform the Issuing Bank that it can authorize your Extra Card transaction and provide funds to the Issuing Bank to fund your transaction.
- c. **Refunds.** If the Issuing Bank reverses a transaction, the funds from that transaction will be returned to your Partner Account. After these funds are received in the Partner Account, we will initiate an ACH credit via Dwolla to return the funds to your Bank Account.
- d. **Returned ACHs.** The financial institution that holds your Bank Account may return as unpaid an ACH debit if, for example, your Bank Account does not have sufficient available funds in it to cover the full amount of the debit, your Bank Account is closed, or for other reasons. In the event an EFT is returned, the EFT amount will be owed to us and will become immediately due and payable as set forth in the Extra Card Cardholder Agreement. We reserve all rights to pursue collection of any funds provided to the Issuing Bank on your behalf that are not repaid. If payments are not made within 30 days, we reserve our right to instruct the Issuing Bank to freeze, suspend, or cancel your account.
- e. **Overdraft Line of Credit.** In order to provide authorizations to the Issuing Bank, we will make a revolving credit line available to you in an amount we determine. This amount is your Overdraft Line of Credit. Funds from the Overdraft Line of Credit will be used to fund transactions made with your Extra Card. We will determine whether to authorize use of the Overdraft Line of Credit by evaluating your income (previously provided to us) and other information available to us about you. Based on this information, we may increase or decrease your Overdraft Line of Credit. We will not use or access your credit score. **By agreeing to these terms, you authorize us to obtain this information and consent to our evaluating whether you are qualified to obtain an Overdraft**

Line of Credit. Other than Extra Card fees (see Section 1.f), we do not charge interest for use of the overdraft line of credit.

- f. **Fees.** All fees imposed on Extra Card transactions are set forth in the Extra Card Cardholder Agreement.
 - g. **Credit Reporting Feature.** One of the features of the Extra Card is that we will report transactions involving your Overdraft Line of Credit to the credit bureaus. As is explained in section 1 above, when you make a purchase with your Extra Card, we will instruct the Issuing Bank to fund that transaction immediately if you have available credit in your Overdraft Line of Credit. Within 30 days, Dwolla will then initiate an ACH debits to deduct the funds from your Bank Account. Those ACH debits are typically funded 2-3 days after they are initiated by Dwolla but may not be funded for as long as 30 days. If the ACH debit is successful, we will be able to report positive credit history to the credit bureaus. If the ACH debit fails and the Issuing Bank is not reimbursed via the ACH debit, we may report negative balance or other negative credit information about your Extra Card account to credit bureaus and your ability to use the Services may be suspended. This negative information may be reflected in your credit report. We typically will submit "full file" reports on your credit transactions on a monthly basis. **If you believe that we have reported inaccurate information about you, or that we may report inaccurate information about you, to a credit reporting agency, please notify us of the specific information that you believe is inaccurate by writing to us at hey@extra.app. Please include your name, address, and phone number and explain what information you believe is incomplete or inaccurate.**
2. **Distribution Limited.** The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. The Services are not available outside of the United States.
 3. **Age Restriction.** The Site and the Services are intended for users who are at least 18 years of age.
 4. **Intellectual Property Rights and Limited License.** Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions unless otherwise noted. The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated,

republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

- 5. User Representations.** By using the Site, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use; (4) you are not under the age of 18; (5) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Site; (6) you will not access the Site through automated or non-human means, whether through a bot, script or otherwise; (7) you will not use the Site for any illegal or unauthorized purpose; and (8) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof). You may not use the Site for any illegal or unauthorized purpose nor may you violate any laws.

We are a service provider and make no representations as to the safety, effectiveness, adequacy, accuracy, availability, prices, ratings, reviews, or legality of any of the information contained on the Site. You understand and agree that the content of the Site does not contain or constitute representations to be reasonably relied upon, and you agree to hold us harmless from any errors, omissions, or misrepresentations contained within the Site's content. We do not endorse or recommend any third party products or services and the Site is provided for informational and advertising purposes only.

- 6. User Registration.** You are required to register with the Site and establish an account ("Extra Account") with us in order to access the Services. You agree to keep your Extra Account password confidential and will be responsible for all use of your Extra Account information and password. **We will never ask you for your password; do not share your password with anyone.** We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable. You are also required to open an Extra Card account to access the Services.
- 7. Prohibited Activities.** You may not access or use the Site for any purpose other than those for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us in writing. As a user of the Site, you agree **not** to:

- a. Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- b. Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- c. Use the Site to advertise or offer to sell goods and services.
- d. Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
- e. Engage in unauthorized framing of or linking to the Site.
- f. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- g. Make improper use of our support services or submit false reports of abuse or misconduct.
- h. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- i. Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
- j. Attempt to impersonate another user or person or use the username of another user.
- k. Sell or otherwise transfer your profile, Extra Account, or password.
- l. Use any information obtained from the Site in order to harass, abuse, or harm another person.
- m. Use any aspect of the Site or Service as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.
- n. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
- o. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
- p. Harass, annoy, intimidate, or threaten any of our employees or agents.
- q. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- r. Delete the copyright or other proprietary rights notice from any Content.
- s. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
- t. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").

- u. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or Use the Site in a manner inconsistent with any applicable laws or regulations, or using or launching any unauthorized script or other software.
- v. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.

8. Mobile Application License.

- a. **Use License.** If you access the Site via a mobile application, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Terms of Use. You shall not: (1) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the application; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application; (5) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application; (8) use the application to send automated queries to any website or to send any unsolicited commercial e-mail; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.
- b. **Apple and Android Devices.** The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an “App Distributor”) to access the Services: (1) the license granted to you for our mobile application is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor’s terms of service; (2) we are responsible for providing any maintenance and support services with respect to the mobile application as specified in the terms and conditions of this mobile application license contained in these Terms of Use or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application; (3) in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor; (4) you represent and warrant that (i) you are not located in a country that is subject to a U.S.

government embargo, or that has been designated by the U.S. government as a “terrorist supporting” country and (ii) you are not listed on any U.S. government list of prohibited or restricted parties; (5) you must comply with applicable third-party terms of agreement when using the mobile application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application; and (6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Terms of Use, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application license contained in these Terms of Use against you as a third-party beneficiary thereof. Apple and Google are not a sponsor of any content or Services.

9. **Submissions.** You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site (“Submissions”) provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

10. **Third-Party Websites and Content.** The Site may contain (or you may be sent via the Site) links to other websites (“Third-Party Websites”) as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties (“Third-Party Content”). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or

harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

11. **Extra Rewards Program Terms.** The Extra Rewards Program has the following additional terms:

- a. The opportunities to earn and redeem points through the Site or otherwise in accordance with offers by Extra are collectively referred to as the “**Extra Rewards Program.**” The Extra Rewards Program is one of the Services offered by Extra. Participation in the Extra Rewards Program is voluntary and is not required to obtain any other Services. Subject to the eligibility requirements stated below, all Extra Card Cardholders are automatically enrolled into the Extra Rewards Program. If you would prefer not to participate in the Extra Program, please contact us at hey@extra.app.
- b. Participation in the Extra Rewards Program and the opportunities to earn points and redeem points are offered at the sole discretion of Extra and are subject to your compliance with the Terms of Use. EXTRA MAY LIMIT, SUSPEND, OR TERMINATE YOUR ABILITY TO PARTICIPATE IN THE EXTRA REWARDS PROGRAM IN ITS SOLE AND ABSOLUTE DISCRETION AT ANY TIME WITH OR WITHOUT PRIOR NOTICE TO YOU.
- c. You must have an Extra Card in good standing (*i.e.*, active with no failed ACH debits) to participate in the Extra Rewards Program.
- d. You can enroll in the Extra Rewards Program by (a) logging on to our Site, (b) registering for an Extra Account; and (c) obtaining an Extra Card. Extra reserves the right to delay enrollment until your membership eligibility is confirmed.
- e. By opening and using your Extra Card, purchasing qualifying products and services and participating in various activities using the Site, you are automatically enrolled in the Extra Rewards Program. Once enrolled, you are a member (“**Rewards Member**”) and you may earn promotional reward points (“**Extra Points**”) which can be redeemed for products and services made available at redemption prices denominated in Extra Points through the Site.
- f. To earn or redeem Extra Rewards Points, you must have a device that is compatible with the Site.
- g. The Extra Rewards Program is not open to residents of any jurisdiction where the Extra Rewards Program would be restricted or prohibited by law.
- h. For the avoidance of doubt, only natural individual persons using the Extra Rewards Program in their personal capacity and for their own account are eligible to participate in the Extra Rewards Program; third party aggregators, groups, organizations, and business entities, are not eligible to become Rewards Members or earn Extra Points. The following individuals are also excluded from eligibility to participate in the Extra Rewards Program: (i) officers, directors, employees, agents, and representatives (collectively “**Personnel**”) of Extra and/or its corporate parents, subsidiaries, and affiliated companies; (ii) Personnel of any other company involved in the development, presentation or administration of the Extra Rewards Program, and (iii) the immediate family members of the foregoing excluded Personnel and all other persons living in the same households as such excluded Personnel.

- i. Your membership in the Extra Rewards Program is non-transferable, as are all Extra Points that you earn and any other benefits associated with the Extra Rewards Program. The creation or use of multiple Extra Rewards Program memberships, e-mail addresses, online identities or aliases to circumvent the single-account restriction or any other requirement or limitation specified in the Agreement is prohibited and may result in your exclusion from the Extra Rewards Program and the cancellation of all related Extra Points and other benefits. Extra may, in its sole discretion, suspend, cancel or combine any Accounts that appear to be duplicative. Extra is not liable for Extra Points associated with Accounts that are suspended, terminated, or associated with inaccurately entered e-mail addresses.
- j. **EARNING EXTRA POINTS.** You can earn Extra Points by using your Extra Card to purchase goods and services. You cannot earn Extra Points for cash advances, person-to-person transfers, or other transactions not conducted on the debit card network with your Extra Card. From time-to-time, we may introduce sign-up bonuses or other promotions to allow you to earn Extra Points in additional ways. All other promotions will be subject to any additional terms and conditions specified in the applicable Activity Offer. Extra may specify other methods of earning Extra Points from time to time in its sole discretion, and all such methods will be governed by this Agreement. Extra reserves the right in its sole discretion to change, add, or remove the methods by which you can earn Extra Points and the quantity of Extra Points you may earn.
- k. The rate at which you will earn Extra Points for your transactions will vary. To view the current earnings rate, please visit the Site.
- l. Extra Points will not be awarded for unauthorized or fraudulent purchases, the purchase of gift cards or purchases made using redemptions of Extra Points or promotional codes or other promotional credits we may offer. Extra Points will not be awarded if, in Extra's reasonable opinion, the merchandise or services purchased will be used for resale or commercial use and any Extra Points awarded on such purchases will be forfeited. If we or the Issuing Bank voids a transaction or a merchant accepts a return of a product or service that previously resulted in an award of Extra Points, we reserve the right to debit the related Extra Points and deduct them from your Extra Point balance.
- m. **Balance.** You can view your current Extra Points balance at any time on our Site.
- n. **Issuance of Points.** Extra Points are ordinarily issued within 24 hours after completion of a qualifying purchase with your Extra Card. If you believe that Extra Points were not properly issued to you, you must notify us by sending an e-mail to hey@extra.app within fifteen (15) days of the date on which you completed the qualifying purchase or Activity Offer that you believe triggered the applicable award of Extra Points, or all related claims will be waived.
- o. **Expiration.** Each Extra Point you earn will expire 24 months from the date of its issuance and expired Extra Points will be deducted from your Extra Points on a rolling basis. In our sole discretion, we may permit Extra Points to remain valid longer than 24 months.
- p. **Redemption.** You can redeem Extra Points for rewards ("Rewards") in the reward store available on the Site. To redeem Extra Points, you will need to have earned a minimum number of Extra Points. The Site will include

information on how many Extra Points are needed to redeem a Reward, instructions on how to redeem Extra Points for the Reward, as well as any applicable terms and conditions regarding the use of the Reward. Extra Points can be redeemed only while supplies last and only during any applicable redemption term. Extra Points redemptions are final. Extra reserves the right to modify the available Rewards and their corresponding Extra Points redemption prices and requirements and any corresponding terms and conditions at any time for any reason in Extra's sole discretion. You are solely responsible for the payment of all taxes which may result from your redemption of Extra Points for Rewards. Rewards carry no warranty other than that offered by the manufacturer or service provider. WE DO NOT MAKE ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO ANY REWARD, INCLUDING BUT NOT LIMITED TO ITS QUALITY, MECHANICAL CONDITIONS, OR FITNESS FOR A PARTICULAR PURPOSE. YOU AGREE TO LOOK SOLELY TO THE MANUFACTURER OR SERVICE PROVIDER FOR ANY SUCH WARRANTY, REPRESENTATION, OR GUARANTEE. YOU HEREBY RELEASE EXTRA, ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, BUSINESS PARTNERS, AND LICENSORS (COLLECTIVELY, THE "**EXTRA PARTIES**") FROM ANY DAMAGES ARISING IN CONNECTION WITH ANY AND ALL REWARDS. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

- q. Extra does not endorse any Reward (as defined below) provider, or any products or services offered by Reward providers.
- r. **NO RETURNS AND EXCHANGES OF REWARDS.**
- s. Each Extra Point you earn may only be redeemed one time. Rewards obtained through redemptions of Extra Points may not be returned or exchanged for any other Rewards, Extra Points, gift cards, cash, or any cash equivalent.
- t. Additional Extra Rewards Program Terms.
 - i. Extra Points are promotional in nature, are not transferable, have no cash value, and cannot, under any circumstances, be redeemed for gift cards, cash or any cash equivalent. Without limiting the generality of the foregoing, you may not combine Extra Points you earn with Extra Points earned by another Rewards Member and you may not convey Extra Points by any means to anyone, including upon death through your estate, as part of a divorce or domestic relations matter, or otherwise.
 - ii. Any Extra Points redemptions that cannot be verified to the satisfaction of Extra are subject to adjustment, cancellation, disqualification, or revocation at our sole discretion.
 - iii. Extra will not be liable for the failure of any Extra Points to be accurately captured, issued, calculated, or redeemed for any reason, including, but not limited to, any technical malfunction or other problems relating to any network, computer system, servers, access providers, computer equipment or software.

- iv. Extra reserves the right, in our sole and absolute discretion, to (i) investigate, invalidate, and revoke any award of Extra Points we deem to have been issued in error, or as the result of any violation of the Agreement, or as the result of any actual or suspected fraudulent or improper activity (including without limitation, the use of any system, macro, script, bot or fake email address to manipulate the Extra Rewards Program) and (ii) bar further Extra Points from being issued to, any Rewards Members associated with any actual or suspected fraudulent or improper activity or violations of the Agreement. Without limiting any other remedies available to us, you agree that we may charge your Extra Card for the actual retail price in dollars of any Rewards you obtain as a result of fraud, illegal conduct or violations of this Agreement. If Extra has any reason to suspect improper activity associated your participation in the Extra Rewards Program, Extra reserves the right to delay or withhold the issuance of any related Extra Points and redeemed Rewards. Extra further reserves the right to terminate your Account and deactivate, cancel, or revoke any related Extra Points if Extra suspects that you have used or attempted to use the Extra Rewards Program in a fraudulent or abusive manner or in violation of the Agreement, Extra's Terms of Use Agreement, the Extra Card Cardholder Agreement, or applicable law.
- u. **Termination and Cancellation.** When your Extra Card account is cancelled, deactivated, or closed, your enrollment in the Extra Rewards Program will end and you will forfeit all remaining Extra Points. You can re-enroll in the Extra Rewards Program if you reopen your Extra Card or apply for and receive a new Extra Card. To the extent allowed by applicable law, we may cancel any accumulated Extra Points if Extra becomes insolvent, unable to pay our debts when due, files a bankruptcy action under the U.S. Bankruptcy Code or has such an action filed against us.
- v. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE EXTRA PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY, DIRECTLY OR INDIRECTLY, TO YOUR PARTICIPATION IN THE EXTRA REWARDS PROGRAM, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR THE EXTRA PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NEW JERSEY, THE FOREGOING SENTENCE APPLIES ONLY TO CLAIMS BASED ON BREACH OF WARRANTY. THE LAWS OF SOME OTHER STATES DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU AND YOU MIGHT HAVE OTHER RIGHTS.
- w. **Assignment.** You may not assign any rights or obligations under the Extra Rewards Program, in whole or in part, without the written consent of Extra. Extra may freely assign or transfer the Extra Rewards Program and Extra Points. Any assignment or transfer in violation of the foregoing is void.
- x. **Privacy.** The personal information collected from you in connection with the Extra Rewards Program, including but not limited to purchases made in

connection with your Account, will be used and disclosed by us in accordance with our privacy policy (see Section 14).

- y. If you are dissatisfied with any aspect of the Extra Rewards Program at any time, please contact us. If we cannot address your concern, your sole and exclusive remedy is to cease participating in the Extra Rewards Program. Please contact us to cancel your participation.
- z. **RIGHT TO CANCEL EXTRA REWARDS PROGRAM AND CHANGE AGREEMENT.** EXTRA RESERVES THE RIGHT TO MODIFY AND/OR TERMINATE THE EXTRA REWARDS PROGRAM AND/OR MODIFY ALL OR ANY PORTION OF THE AGREEMENT OR ANY POLICY PERTAINING TO THE EXTRA REWARDS PROGRAM AT ANY TIME AND IN OUR SOLE DISCRETION, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO DISCONTINUE OR CHANGE ANY EXTRA REWARDS PROGRAM BENEFITS OR EXPIRATION DATES FOR EXTRA POINTS RECEIVED THROUGH THE EXTRA REWARDS PROGRAM, MERGE THE EXTRA REWARDS PROGRAM WITH ANOTHER REWARDS PROGRAM, OR TO ADJUST HOW EXTRA POINTS ARE EARNED, CALCULATED OR REDEEMED. IT IS POSSIBLE THAT YOU MAY BE UNABLE TO REDEEM ACCUMULATED EXTRA POINTS AS A RESULT OF FUTURE EXTRA REWARDS PROGRAM CHANGES OR IF WE DISCONTINUE THE EXTRA REWARDS PROGRAM OR MERGE THE EXTRA REWARDS PROGRAM INTO ANOTHER REWARDS PROGRAM.

12. **Site Management.** We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

13. **Privacy Policy.** We care about data privacy and security. By using the Site, you agree to be bound by our Privacy Policy available [here](#), which is incorporated into these Terms of Use. Please be advised the Site is hosted in the United States. If you access the Site from the European Union, Asia, or any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Site, you are transferring your data to the United States, and you expressly consent to have your data transferred to and processed in the United States. Further, we do not knowingly accept, request, or solicit information from children or knowingly market to children. Therefore, in accordance with the U.S. Children's Online Privacy Protection Act, if we receive actual knowledge that anyone under the age of 18 has provided personal information to us without the requisite and verifiable parental consent, we will delete that information from the Site as quickly as is reasonably practical.

14. **Terms and Termination.** These Terms of Use shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

15. **Modifications and Interruptions.** We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

16. **Governing Law.** These Terms of Use and your use of the Site is governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be entirely performed within the State of California, without regard to its conflict of law principles.

17. **Mandatory Arbitration & Dispute Resolution.** If you have a dispute or other concern, please contact us immediately. We will do our best to resolve it. If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration on an individual basis. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where

appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website www.adr.org. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, we will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in the federal judicial district of your residence or telephonically. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT. Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (a) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (b) make an award for the benefit of, or against, anyone other than a named party.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Los Angeles County, California, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Terms of Use.

In no event shall any Dispute brought by either Party related in any way to the Site be commenced more than one (1) years after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

Restrictions. The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration

shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Arbitration. The Parties agree that the following Disputes are not subject to the above provisions concerning binding arbitration: (a) any individual Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any individual Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any individual claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

18. **Corrections.** There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

19. **Disclaimer.** THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE OFFERINGS AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY

THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

20. **Limitations of Liability.** IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
21. **Indemnification.** You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Site; (2) breach of these Terms of Use; (3) any breach of your representations and warranties set forth in these Terms of Use; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.
22. **Electronic Communications, Transactions, and Signatures.** Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.
23. **California Users and Residents Notice.** If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.
24. **Miscellaneous.** These Terms of Use and any policies or operating rules posted by us on the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not

operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

25. **Contact Us.** In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

Thingy Thing Inc. d/b/a Extra
360 East Second Street, Suite 804
Los Angeles, CA 90012
Phone: 310-923-0693
hey@extra.app