TERMS OF SERVICE

Last Revised on 11 November 2026

Welcome to the Terms of Service (these "**Terms**") for the website, www.superpayments.com (the "**Website**"), operated on behalf of Super Payments Inc. (**"Company"**, "**we**" or "**us**"). The Website and any content, tools, features and functionality offered on or through our Website, including the "pay with Super" checkout that participating businesses (each, a "**Merchant**") offer on their own websites or through payment links they send you, and the Super Member accounts described below, are collectively referred to as the "**Services**".

These Terms govern your access to and use of the Services. Please read these Terms carefully, as they include important information about your legal rights. By accessing and/or using the Services, you are agreeing to these Terms. If you do not understand or agree to these Terms, please do not use the Services. You also agree to these Terms when, after being shown a link to them, you choose to pay with Super at a Merchant's checkout, as a guest or as a Super Member, and when you create an Account.

For purposes of these Terms, "**you**" and "**your**" means you as the user of the Services. If you use the Services on behalf of a company or other entity then "you" includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Terms, and (b) you agree to these Terms on the entity's behalf.

SECTION 9 CONTAINS AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER. BY AGREEING TO THESE TERMS, YOU AGREE (A) TO RESOLVE ALL DISPUTES (WITH LIMITED EXCEPTION) RELATED TO THE COMPANY'S SERVICES AND/OR PRODUCTS THROUGH BINDING INDIVIDUAL ARBITRATION, WHICH MEANS THAT YOU WAIVE ANY RIGHT TO HAVE THOSE DISPUTES DECIDED BY A JUDGE OR JURY, AND (B) TO WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR REPRESENTATIVE ACTIONS, AS SET FORTH BELOW. YOU HAVE THE RIGHT TO OPT-OUT OF THE ARBITRATION CLAUSE AND THE CLASS ACTION WAIVER AS EXPLAINED IN SECTION 9.

1. WHO MAY USE THE SERVICES

You must be 18 years of age or older, and have reached the age of majority where you live, to use the Services. To create an Account you must reside in the United States. By using the Services, you represent and warrant that you meet these requirements.

2. USER ACCOUNTS

2.1. Creating and Safeguarding your Account. To use certain of the Services, you need to create an account ("**Account**"). A person who holds an Account is a "**Super Member**". You agree to provide us with accurate, complete and updated information for your Account. You can access, edit and update your details in your Account. You are solely responsible for any activity on your Account and for maintaining the confidentiality and security of the mobile device and phone number you use to receive one-time passcodes. This does not change the limits that the law and your card issuer's terms place on your responsibility for unauthorized use of a card. We are not liable for any acts or omissions by you in connection with your Account. You must immediately notify us at support-us@superpayments.com if you know or have any reason to suspect that your Account, phone number or mobile device have been stolen, misappropriated or otherwise compromised, or in case of any actual or suspected unauthorized use of your Account. Telling us does not notify the bank that issued your card, so tell it too, as your card agreement explains. You agree not to create any Account if we have previously removed you, or we previously banned you from any of our Services, unless we provide written consent otherwise.

2.2. Super Member Accounts and Guest Checkout. You may pay with Super at a Merchant's checkout without an Account, as a "**guest**", or as a Super Member. You become a Super Member when you give us your mobile number and confirm it with a one-time passcode that we send to it. You need an Account to earn and use a Cash Reward Amount, and your Account lets you save your details for faster checkout. You may hold only one Account. When you become a Super Member, you agree that we may provide these Terms and notices about your Account electronically, by email, text message or in your Account. If the law requires us to give you particular information in writing and to obtain your consent before giving it electronically, we will ask for that consent separately before we rely on it.

3. PAYING WITH SUPER AND CASH REWARDS

3.1. Our Role and Your Money. When you pay with Super, you buy from the Merchant. The Merchant is the seller of the products and services you buy and is responsible for them, for their description and price, and for delivery, returns, customer service and any dispute with you about them. We provide the "pay with Super" checkout software. A card processor and acquirer that we select processes payments made through our checkout (the "**Third Party PSP**"), and we may use a different or additional card processor or acquirer at any time. We are not a bank and we do not lend money. We do not hold the money you pay for your purchase, and we do not hold a cash balance for you.

3.2. Paying by Card. You pay with Super by credit, debit or prepaid card. The Third Party PSP processes the payment, and your card statement shows the Merchant's name, which may appear with our name or the Third Party PSP's name. If you choose to save your card, the Third Party PSP stores your card details for us, and we use them only for payments that you start with Super, at any Merchant, until you remove the card or close your Account. The Third Party PSP does not provide support to you for payments made through our checkout. For a question about our checkout or about a payment made through it that appears on your card statement, contact us. For a question about your purchase, contact the Merchant. To dispute a charge, contact the bank that issued your card as your card agreement explains, since telling us does not notify the bank that issued your card. You represent and warrant that the card you use belongs to you or that you are authorized to use it, and you must not use the Services to buy anything illegal or to launder money or finance any other crime.

3.3. Cash Rewards. A Merchant may offer you a discount on a later eligible purchase from that Merchant when you pay with Super ("**Cash Rewards**"). You must be a Super Member when you make a purchase to earn a Cash Reward Amount on it, and you need an Account to use one. The Merchant decides whether to offer Cash Rewards and sets the amount of each discount (a "**Cash Reward Amount**"), the purchases that are eligible, and any conditions, such as a minimum spend, an expiry date or a time limit, and the Merchant is responsible for making them clear to you before you buy. Offers may change at any time. If the purchase is eligible, you earn the Cash Reward Amount shown at checkout before you pay, which may differ from an offer you saw earlier. The Cash Reward Amount may also differ depending on the payment method you choose and the amount for the payment method you choose is shown before you pay. When you complete an eligible purchase, we record in your Account an entitlement to a discount equal to the Cash Reward Amount on your next eligible purchase from the same Merchant, paid with Super. We may show a Cash Reward Amount as pending, and you may not use it, until the payment for the purchase on which you earned it has settled and up to thirty (30) days have passed, so that returns, cancellations and disputes can be resolved. We may also ask you to verify your identity, mobile number or card before you earn or use a Cash Reward Amount. The discount is applied automatically to the purchase. A purchase is eligible to use a Cash Reward Amount only if its price is at least that Cash Reward Amount, so you always use all of it. If a later purchase is itself eligible, you earn a Cash Reward Amount on its full price, before any Cash Reward Amount you use is deducted. A Cash Reward Amount is a discount the Merchant gives you. It is not your

property until it is redeemed on an eligible purchase, and until then you have no ownership or other interest in it. It is not money, is not a balance held for you, and is not a claim against us, and it has no cash value and cannot be sold, exchanged for money, withdrawn or transferred to another person, including on your death or by operation of law, subject to any right that applicable law gives you. We do not hold any money for you, and you cannot pay money into or take money out of your Account. The Merchant is responsible to you for honoring the discount, including any part of it that we pay to the Merchant as a Super Boost (described below). You may hold one Cash Reward Amount with each Merchant at a time, and a later Cash Reward Amount replaces an unused one only where the Merchant's offer terms shown before you earned the later one say so. If they do not say so, you keep the unused Cash Reward Amount and do not earn another with that Merchant until you have used it. Cash Reward Amounts do not accumulate or combine as a balance. A Cash Reward Amount expires at the end of the period the Merchant sets for it and, in any event, twelve (12) months after the date of the purchase on which you earned it, unless applicable law requires a longer period, and an expired Cash Reward Amount cannot be reinstated. Each Merchant issues its Cash Rewards for promotional purposes only, and we charge you no fee for them. You do not pay money or give any other value for a Cash Reward Amount, and it is not a gift card, gift certificate or stored-value product. You do not earn a Cash Reward Amount if, for example, the payment is canceled or fails, the payment is disputed or charged back, the card used was not yours or was used without authorization, you were not a Super Member when you made the purchase, we or the Merchant reasonably suspect that the purchase is not genuine, including a purchase made on another person's behalf to obtain a Cash Reward Amount for them, or your Account was suspended or closed when you made the purchase. To the extent permitted by applicable law, an unredeemed Cash Reward Amount may be forfeited at any time, including if it expires, if the purchase on which it was earned is returned, canceled, disputed or charged back, if your Account is suspended or closed, if the Merchant stops accepting payment with Super, or if we stop offering Cash Rewards. We rely on the Merchant to confirm whether a purchase is eligible and whether a Cash Reward Amount has been earned. If we stop offering Cash Rewards, we will give you reasonable notice and, where possible, a chance to use any unused Cash Reward Amount.

3.4. Super Boosts. We may add to the Cash Reward Amount a Merchant offers selected Super Members (a "**Super Boost**"). We choose who is offered a Super Boost, and being offered or not offered one is not a decision about your credit. We pay our contribution to the Merchant, and the Merchant applies the whole discount to the purchase on which you use the Cash Reward Amount. We pay a contribution only when a Cash Reward Amount that includes a Super Boost is redeemed, and we owe nothing for a Super Boost that expires or is forfeited. We do not pay a Super Boost to you, and a Super Boost is part of the Merchant's discount, not an amount we owe you or your property. A Cash Reward Amount earned on a purchase will not exceed the amount you paid for it, and the discount applied to a purchase will not exceed its price. Super Boosts (a) must be used in a lawful manner, (b) must be used for the intended audience and purpose, (c) may not be duplicated, sold or transferred in any manner, or made available by you to the general public, unless we expressly permit it, (d) may only be used under the specific terms shown for that offer, (e) are not valid for cash or other credits or points, and (f) expire and may be forfeited together with the Cash Reward Amount they form part of, as described in the Cash Rewards section, or earlier if the offer terms say so. An offer may be changed or withdrawn for future purchases. A change or withdrawal does not affect a purchase made on an offer shown to you before that purchase, or a Cash Reward Amount already recorded in your Account. If a Merchant stops accepting payment with Super, that Merchant remains responsible to you for honoring an unused Cash Reward Amount on the terms shown before you earned it. You must not try to obtain a Cash Reward Amount or a Super Boost that you are not entitled to, for example by holding more than one Account, by using false, borrowed or multiple identities, phone numbers or devices, by making purchases and then returning or canceling them mainly to earn or move a Cash Reward Amount, by disputing or charging back a purchase that you authorized and received, by using a card you are not authorized to use, by using automated means to activate offers, or by

working with others, including a Merchant's staff, to create purchases that are not genuine. If we reasonably believe you have done so, we may cancel any Cash Reward Amount affected, withhold future Cash Reward Amounts and Super Boosts, suspend or close your Account, and share information about the activity with the Merchant, the Third Party PSP, the bank that issued the card and law enforcement to the extent permitted by law. If someone uses your Account without your permission, we may cancel any Cash Reward Amount earned or used through that activity, and we are not responsible for a Cash Reward Amount used before you tell us about it.

3.5. Refunds, Returns and Disputes. The Merchant's refund and return policy, which the Merchant publishes on its website, governs returns and refunds of your purchase. When the Merchant gives you a refund, it goes back to the card you paid with, in the currency you paid in, unless the law or the card network rules require another method or the card can no longer receive it, in which case the Merchant uses another lawful method. If you return all or part of a purchase, your refund is based on the price you actually paid, after any Cash Reward Amount was deducted, with that discount allocated proportionately across the items you bought. A Cash Reward Amount you used on a purchase you return is not reinstated or refunded in cash, unless the Merchant's offer terms or applicable law provide otherwise. If the purchase earned a Cash Reward Amount that you have not yet used, we may reduce it in proportion to what you return, to zero if you return everything. A Cash Reward Amount you have already used is not deducted from your refund, unless the Merchant's offer terms shown before you earned it say otherwise. If you have a problem with a purchase, you can contact the Merchant. You may also have the right to dispute a card payment with the bank that issued your card, and contacting the Merchant is not a condition of using those rights. We do not ourselves provide or guarantee a refund of a purchase. If you paid in your card's currency, the Currency Conversion section explains the amount you receive back when the Merchant refunds you.

3.6. Currency Conversion. Where currency conversion is offered at a Merchant's checkout, for example because your card was issued in another currency, you may choose to pay in your card's currency. The choice is optional and is not pre-selected, and the exchange rate and any conversion fee are shown to you before you confirm the payment. If you choose to pay in the Merchant's currency instead, the bank that issued your card converts the payment at its own rate and may charge its own fees. Even if you pay in your card's currency, the bank that issued your card may still charge a foreign transaction or similar fee under your card agreement. The Third Party PSP performs the conversion, and the exchange rate and any conversion fee shown before you pay include a markup that we set and part of which we receive. We do not perform the exchange or receive the funds being converted. If you are refunded for a purchase that you paid for in your card's currency, you receive back, in that currency, the amount you originally paid for what is refunded, including the conversion fee charged on that amount, whatever the exchange rate on the date of the refund. Currency conversion is not available for every payment or in every jurisdiction.

4. LOCATION OF OUR PRIVACY NOTICE

4.1. Privacy Notice. Our Privacy Notice describes how we handle the information you provide to us when you use the Services. For an explanation of our privacy practices, please visit our Privacy Notice located at https://www.superpayments.com/privacy-policy-us.

5. RIGHTS WE GRANT YOU

5.1. Right to Use Services. We hereby permit you to use the Services for your personal non-commercial use only (or, where you use them on behalf of a company or other entity, to pay a Merchant for its purchases), provided that you comply with these Terms in connection with all such use. If any software, content or other materials owned or controlled by us are distributed to you as part of your use of the Services, we hereby grant you, a personal, non-assignable, non-

sublicensable, non-transferrable, and non-exclusive right and license to access and display such software, content and materials provided to you as part of the Services (and right to download a single copy of the App onto your applicable equipment or device), in each case for the sole purpose of enabling you to use the Services as permitted by these Terms. Your access and use of the Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Service or other actions that Company, in its sole discretion, may elect to take.

5.2. Restrictions On Your Use of the Services. You may not do any of the following in connection with your use of the Services, unless applicable laws or regulations prohibit these restrictions or you have our written permission to do so:

(a) download, modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from or through, the Services, except for temporary files that are automatically cached by your web browser for display purposes, or as otherwise expressly permitted in these Terms;

(b) duplicate, decompile, reverse engineer, disassemble or decode the Services (including any underlying idea or algorithm), or attempt to do any of the same;

(c) use, reproduce or remove any copyright, trademark, service mark, trade name, slogan, logo, image, or other proprietary notation displayed on or through the Services;

(d) use automation software (bots), hacks, modifications (mods) or any other unauthorized third-party software designed to modify the Services;

(e) exploit the Services for any commercial purpose, other than paying a Merchant for purchases, including without limitation communicating or facilitating any commercial advertisement or solicitation;

(f) access or use the Services in any manner that could disable, overburden, damage, disrupt or impair the Services or interfere with any other party's access to or use of the Services or use any device, software or routine that causes the same;

(g) attempt to gain unauthorized access to, interfere with, damage or disrupt the Services, accounts registered to other users, or the computer systems or networks connected to the Services;

(h) circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Services;

(i) use any robot, spider, crawlers, scraper, or other automatic device, process, software or queries that intercepts, "mines," scrapes, extracts, or otherwise accesses the Services to monitor, extract, copy or collect information or data from or through the Services, or engage in any manual process to do the same;

(j) introduce any viruses, trojan horses, worms, logic bombs or other materials that are malicious or technologically harmful into our systems;

(k) submit, transmit, display, perform, post or store any content that is unlawful, defamatory, obscene, excessively violent, pornographic, invasive of privacy or publicity rights, harassing, abusive, hateful, or cruel, , or otherwise use the Services in a manner that is obscene, excessively violent, harassing, hateful, cruel, abusive, pornographic, inciting, organizing, promoting or facilitating violence or criminal activities;

(l) violate any applicable law or regulation in connection with your access to or use of the Services; or

(m) access or use the Services in any way not expressly permitted by these Terms.

6. OWNERSHIP AND CONTENT

6.1. Ownership of the Services. The Services, including their "look and feel" (e.g., text, graphics, images, logos), proprietary content, information and other materials, are protected under copyright, trademark and other intellectual property laws. You agree that the Company and/or its licensors own all right, title and interest in and to the Services (including any and all intellectual property rights therein) and you agree not to take any action(s) inconsistent with such ownership interests. We and our licensors reserve all rights in connection with the Services and its content, including, without limitation, the exclusive right to create derivative works.

6.2. Ownership of Trademarks. The Company's name, Super, the Company's logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. Other names, logos, product and service names, designs and slogans that appear on the Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.

6.3. Ownership of Feedback. We welcome feedback, comments and suggestions for improvements to the Services ("**Feedback**"). You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title or interest in the Services or in any such Feedback. All Feedback becomes the sole and exclusive property of the Company, and the Company may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to the Company any and all right, title and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you may have in and to any and all Feedback.

7. THIRD PARTY SERVICES AND MATERIALS

7.1. Use of Third Party Materials in the Services. Certain Services may display, include or make available content, data, information, applications or materials from third parties ("**Third Party Materials**") or provide links to certain third party websites. By using the Services, you acknowledge and agree that the Company is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or websites. We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party services, Third Party Materials or third-party websites, or for any other materials, products, or services of third parties. Third Party Materials and links to other websites are provided solely as a convenience to you.

8. DISCLAIMERS, LIMITATIONS OF LIABILITY AND INDEMNIFICATION

8.1. Disclaimers.

(a) Your access to and use of the Services are at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, the Company, its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners and licensors, but not the Merchants (the "**Company Entities**")

DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. The Company Entities make no warranty or representation and disclaim all responsibility and liability for: (a) the completeness, accuracy, availability, timeliness, security or reliability of the Services; (b) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services; (c) the operation or compatibility with any other application or any particular system or device; and (d) whether the Services will meet your requirements or be available on an uninterrupted, secure or error-free basis. No advice or information, whether oral or written, obtained from the Company Entities or through the Services, will create any warranty or representation not expressly made herein.

(b) THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING THE STATE OF NEW JERSEY, DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES AS SET FORTH IN SECTION 8.2 BELOW. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

8.2. Limitations of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE COMPANY ENTITIES BE LIABLE FOR ANY INDIRECT SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE SERVICES OR THESE TERMS AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF THE COMPANY ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. TO THE EXTENT NOT PROHIBITED BY LAW, THE COMPANY ENTITIES' TOTAL LIABILITY TO YOU FOR ANY DAMAGES FINALLY AWARDED SHALL NOT EXCEED ONE HUNDRED DOLLARS ($100.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

8.3. Indemnification. By entering into these Terms and accessing or using the Services, you agree that you shall defend, indemnify and hold the Company Entities harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) incurred by the Company Entities arising out of or in connection with: (a) your violation or breach of any term of these Terms or any applicable law or regulation; (b) your violation of any rights of any third party; (c) your misuse of the Services; or (d) your negligence or wilful misconduct. If you are obligated to indemnify any Company Entity hereunder, then you agree that Company (or, at its discretion, the applicable Company Entity) will have the right, in its sole discretion, to control any action or proceeding and to determine whether Company wishes to settle, and if so, on what terms, and you agree to fully cooperate with Company in the defense or settlement of such claim. This indemnity covers only claims brought by a third party and does not apply to a dispute between you and the Company Entities.

9. ARBITRATION AND CLASS ACTION WAIVER

9.1. PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT

AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

9.2. Informal Process First. You and the Company agree that in the event of any dispute between you and the Company Entities, either party will first contact the other party and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation, any court action, after first allowing the receiving party 30 days in which to respond. Both you and the Company agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

9.3. Arbitration Agreement and Class Action Waiver. After the informal dispute resolution process, any remaining dispute, controversy, or claim (collectively, "**Claim**") relating in any way to the Company's services and/or products, including the Services, and any use or access or lack of access thereto, will be resolved by arbitration, including threshold questions of arbitrability of the Claim. Nothing in this Section requires a covered member or dependent under the Military Lending Act (10 U.S.C. 987) to arbitrate a dispute involving the extension of consumer credit. You and the Company agree that any Claim will be settled by final and binding arbitration, using the English language, administered by JAMS under its Comprehensive Arbitration Rules and Procedures (the "**JAMS Rules**") then in effect (those rules are deemed to be incorporated by reference into this section, and as of the date of these Terms). You and the Company agree to the application of the JAMS Mass Arbitration Procedures and Guidelines then in effect to any Mass Arbitration, as those procedures define it. Because your contract with the Company, these Terms, and this Arbitration Agreement concern interstate commerce, the Federal Arbitration Act ("**FAA**") governs the arbitrability of all disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit. **Arbitration will be handled by a sole arbitrator in accordance with the JAMS Rules. Any court proceeding to compel arbitration or to confirm, vacate or modify an award may be brought in the state or federal courts in Miami-Dade County, Florida, or in any other court with jurisdiction. Hearings are held by video unless the arbitrator directs otherwise, and an in-person hearing takes place in the county where you live. Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under these Terms will take place on an individual basis – class arbitrations and class actions are not permitted. You understand that by agreeing to these Terms, you and the Company are each waiving the right to trial by jury or to participate in a class action or class arbitration.**

9.4. Exceptions. Notwithstanding the foregoing, you and the Company agree that the following types of disputes will be resolved in a court of proper jurisdiction:

(a) disputes or claims within the jurisdiction of a small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is brought and maintained as an individual dispute and not as a class, representative, or consolidated action or proceeding;

(b) disputes or claims where the sole form of relief sought is injunctive relief (including public injunctive relief); or

(c) intellectual property disputes.

9.5. Costs of Arbitration. Payment of all filing, administration, and arbitrator costs and expenses will be governed by the JAMS Rules, except that where you start the arbitration, the only fee you pay is the consumer fee that the JAMS Consumer Arbitration Minimum Standards set (currently $250) and the Company pays all other costs, including the remaining JAMS fees and the

arbitrator's fees, and where the Company starts the arbitration, the Company pays all costs of the arbitration (subject to possible reimbursement as set forth below).

Fees and costs may be awarded as provided pursuant to applicable law. If the arbitrator finds that either the substance of your claim or the relief sought in the demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the JAMS rules. In that case, unless you live in California, you agree to reimburse the Company for all monies previously disbursed by it that are otherwise your obligation to pay under the applicable rules. If you prevail in the arbitration and are awarded an amount that is less than the last written settlement amount offered by the Company before the arbitrator was appointed, the Company will pay you the amount it offered in settlement. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits

9.6. <u>Opt-Out</u>. You have the right to opt-out and not be bound by the arbitration provisions set forth in these Terms by sending written notice of your decision to opt-out to support-us@superpayments.com or to the U.S. mailing address listed in the "How to Contact Us" section of these Terms. The notice must be sent to the Company within thirty (30) days of your first registering to use the Services or agreeing to these Terms; otherwise you shall be bound to arbitrate disputes on a non-class basis in accordance with these Terms. If you opt out of only the arbitration provisions, and not also the class action waiver, the class action waiver still applies. You may not opt out of only the class action waiver and not also the arbitration provisions. If you opt-out of these arbitration provisions, the Company also will not be bound by them.

9.7. **<u>WAIVER OF RIGHT TO BRING CLASS ACTION AND REPRESENTATIVE CLAIMS</u>.** To the fullest extent permitted by applicable law, you and the Company each agree that any proceeding to resolve any dispute, claim, or controversy will be brought and conducted ONLY IN THE RESPECTIVE PARTY'S INDIVIDUAL CAPACITY AND NOT AS PART OF ANY CLASS (OR PURPORTED CLASS), CONSOLIDATED, MULTIPLE-PLAINTIFF, OR REPRESENTATIVE ACTION OR PROCEEDING ("**CLASS ACTION**"). You and the Company AGREE TO WAIVE THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION. You and the Company EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN A CLASS ACTION IN ANY FORUM. If the dispute is subject to arbitration, THE ARBITRATOR WILL NOT HAVE THE AUTHORITY TO COMBINE OR AGGREGATE CLAIMS, CONDUCT A CLASS ACTION, OR MAKE AN AWARD TO ANY PERSON OR ENTITY NOT A PARTY TO THE ARBITRATION. Further, you and the Company agree that the ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS FOR MORE THAN ONE PERSON'S CLAIMS, AND IT MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS ACTION. Administrative batching or grouping of demands under the JAMS Mass Arbitration Procedures and Guidelines is permitted and is not a Class Action. For the avoidance of doubt, however, you can seek public injunctive relief to the extent authorized by law and consistent with the Exceptions clause above.

IF THIS CLASS ACTION WAIVER IS LIMITED, VOIDED, OR FOUND UNENFORCEABLE, THEN, UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE, THE PARTIES' AGREEMENT TO ARBITRATE SHALL BE NULL AND VOID WITH RESPECT TO SUCH PROCEEDING SO LONG AS THE PROCEEDING IS PERMITTED TO PROCEED AS A CLASS ACTION. If a court decides that the limitations of this paragraph are deemed invalid or unenforceable, any putative class, private attorney general, or consolidated or representative action must be brought in a court of proper jurisdiction and not in arbitration.

10. ADDITIONAL PROVISIONS

10.1. SMS Messaging and Phone Calls. Certain portions of the Services may allow us to contact you via telephone or text messages. You agree that the Company may contact you via telephone or text messages (including by an automatic telephone dialing system) at any of the phone numbers provided by you in connection with your use of the Services, for one-time passcodes and messages about your payments, Cash Reward Amounts and Account. You also understand that you may opt out of receiving text messages from us at any time, by any reasonable means, including by texting the word "STOP" to the number that sent the message using the mobile device that is receiving the messages, or by contacting support-us@superpayments.com. If you do not opt out, we contact you only for the purposes above, and we do not send you marketing text messages unless you separately agree in writing to receive them. Because you log in with a one-time passcode sent by text, opting out of all text messages also stops those passcodes until you reply "START" to the number that sent them or contact us.

10.2. Updating These Terms. We may modify these Terms from time to time in which case we will update the "Last Revised" date at the top of these Terms. If we make changes that are material, we will use reasonable efforts to attempt to notify you, such as by e-mail and/or by placing a prominent notice on the first page of the Website. However, it is your sole responsibility to review these Terms from time to time to view any such changes. The updated Terms will be effective as of the time of posting, or such later date as may be specified in the updated Terms. Your continued access or use of the Services after the modifications have become effective will be deemed your acceptance of the modified Terms. No amendment shall apply to a dispute that arose before the change took effect.

10.3. Termination of License and Your Account. If you breach any of the provisions of these Terms, all licenses granted by the Company will terminate automatically. Additionally, the Company may suspend, disable, or delete your Account and/or the Services (or any part of the foregoing) with or without notice, for any or no reason. Company deletes your Account for any suspected breach of these Terms by you, you are prohibited from re-registering for the Services under a different name. You may close your Account at any time in your Account settings or by contacting us as described in the "How to Contact Us" section. If you close your Account, your participation in Cash Rewards ends and any unused Cash Reward Amounts expire. If we close your Account for a reason other than a breach or suspected breach of these Terms, we will, where possible, give you notice and a chance to use any unused Cash Reward Amount first. All sections which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of these Terms by the Company or you. Termination will not limit any of the Company's other rights or remedies at law or in equity.

10.4. Injunctive Relief. You agree that a breach of these Terms will cause irreparable injury to the Company for which monetary damages would not be an adequate remedy and the Company shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.

10.5. California Residents. If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

10.6. U.S. Government Restricted Rights. The Services and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and

Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items, and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

10.7. Export Laws. You agree that you will not export or re-export, directly or indirectly, the Services and/or other information or materials provided by the Company hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. In particular, but without limitation, the Services may not be exported or re-exported (a) into any U.S. embargoed countries or any country that has been designated by the U.S. Government as a "terrorist supporting" country, or (b) to anyone listed on any U.S. Government list of prohibited or restricted parties, including the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Services, you represent and warrant that you are not located in any such country or on any such list. You are responsible for and hereby agree to comply at your sole expense with all applicable United States export laws and regulations.

10.8. Miscellaneous. These Terms constitute the entire agreement between the parties with respect to the subject matter hereof and your use of the Services, and supersedes all other agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. A separate written agreement that you and we sign governs its own subject and is not superseded by these Terms. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms and the licenses granted hereunder may be assigned by the Company but may not be assigned by you without the prior express written consent of the Company. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for reference only and shall not be read to have any legal effect. The Services are operated by us in the United States. Those who choose to access the Services from locations outside the United States do so at their own initiative and are responsible for compliance with applicable local laws. These Terms are governed by the laws of the State of Florida, without regard to conflict of laws rules, and the proper venue for any disputes arising out of or relating to any of the same will be the arbitration venue set forth in Section 9, or if arbitration does not apply, then the state and federal courts located in Miami-Dade County, Florida. You and the Company agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or construction of these Terms.

10.9. How to Contact Us. You may contact us regarding the Services or these Terms at: Super Payments Inc., 8950 SW 74th Court, Suite 2201, PMB B12, Miami, FL 33156, by phone toll free on 888-691-6322 or by e-mail at support-us@superpayments.com.