End User Terms of Service

The Business in these Terms means **{businessName}** ("**Business**").

These End User Terms of Service ("**Terms**") govern your engagement with the applicable business ("**Business**") in connection with its offering of certain services and benefits, which may include participation in a customer membership or loyalty club, use of a mobile application, provision of informative materials, benefits, features, events, sales or promotions, all to the extent available from time to time ("**Services**"). Additional terms or documents may govern the use of specific features or benefits and such specific terms will take precedence over these Terms. The Business's End User Privacy Notice explains the Business's practices regarding collection, processing and transfer of any personal data. "**You**" means an individual using the Services.

Please read these Terms carefully. By indicating that you agree or by joining the Business's membership club, you assent to these Terms. The Business may change these Terms from time to time and by continuing to use the Services following any changes, you agree to the amended Terms. If you do not agree to any of these Terms, please do not use the Services.

If you are registering on behalf of any entity or company, you represent that you are authorized to enter into, and bind such company to these Terms and register for the Services.

1. **Services**

1.1. Subject to these Terms, the Business allows you to access and use the Services on a non-exclusive basis for your own privacy, personal, non-commercial use.

1.2. Use of and access to the Services is void where prohibited by law. You represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) your use of the Services does not violate any applicable law, regulation, or obligation you may have to a third party; and (d) you shall comply with applicable laws, regulations, and these Terms throughout your use of the Services. You are solely responsible for ensuring that these Terms are in compliance with all laws, rules, and regulations applicable to you. The right to access the Services is revoked where these Terms or use of the Services is prohibited.

1.3. The Business may, at any time and without prior notice, change the scope or availability of the Services, the benefits, content, and functionalities, and may add or remove features.

1.4. Business may use information that you provide to let you know about products and Services that it believes will be of interest to you and will offer you the opportunity to unsubscribe from any such messages. For more information, see the End User Privacy Notice.

2. **Termination**

2.1. Subject to applicable law, the Business may, at any time, at its sole discretion, terminate or suspend the operation of the Services, its components, features, or any part thereof, temporarily or permanently. Efforts will be made to publish a termination or suspension notice a reasonable time beforehand. You may request termination of your account at any time by

sending an email to the Business or via means provided through the Services. Upon termination, you must discontinue any use of the Services.

2.2. The Business may suspend or terminate your account at any time by providing three (3) days' prior notice. In addition, the Business may suspend or terminate your account with immediate effect and may take any other corrective action it deems appropriate if it believes that you have abused your rights, violated the letter or spirit of these Terms, or engaged in any behavior that is fraudulent, harassing, abusive, illegal or harmful to other users, third parties, or to the Business. If your account is terminated, you may not rejoin without permission.

2.3. To the maximum extent permitted by law, upon termination of the Services or any features provided by the Services, any benefits or rights to benefits which you have earned when using the Services will expire immediately, all, at the sole discretion of the Business. To the extent a mobile application is provided as part of the Services ("**App**"), removal of the App does not automatically unsubscribe you from the Business's customer membership club, for which you should unsubscribe separately.

2.4. Suspension or termination of your account shall not affect your obligations under these Terms (including but not limited to ownership, indemnification, any representations and warranties made by you, and limitation of liability), which by their sense and context are intended to survive such suspension or termination.

3. **Use Restrictions.**

3.1. You may not do or attempt to do or facilitate a third party in doing any of the following: (1) decipher, decompile, disassemble, or reverse-engineer any of the software and/or code, if and as applicable, used to provide the Services, including framing or mirroring any part of the Site or Services; (2) circumvent, disable, or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any content available through the Services; (3) use the Services or content thereon in connection with any personal or commercial endeavors in any manner, except for the purposes specifically set forth in these Terms; (4) use any robot, spider, site search or retrieval application, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Services; (5) use or access another user's account without permission; (6) use the Services or content thereon in any manner not permitted by these Terms or applicable law, including all applicable export laws and regulations to (re)export the Services and/or any related materials in violation of such laws.

3.2. To the extent you are provided with login details as part of your use of the Services, you are solely responsible for keeping them confidential and not sharing them with any third party. The Business shall not be liable for any loss or damage arising from unauthorized access to or use of your account or benefits from your failure to keep your information confidential.

4. Payments and Products.

4.1. The Services may include an online or physical store through which you can purchase certain goods or services ("**Products**"). In order to make purchases through the Services, you will be asked to provide customary billing information such as name, billing address and credit card

information to the Business or to the Business's third-party payment processor(s). Depending on the Business's configuration, the Services may save these details for future purchases. Information of payment methods used by you may be used by the Services to allow automatic identification. You hereby authorize the collection of such amounts by charging the credit card provided, via a third-party payment processor. If you are directed to a third-party payment processor, you may be subject to terms and conditions governing use of that third party's service and that third party's Personal Data collection practices. Please review such terms and conditions and privacy policy before using such services.

4.2. Products, offerings, appointment, reservations, bookings, scheduling, dealings, transactions and interactions that may be available through the Services are customized and handled by the Business and may be supported or enabled by third parties' services linked to, embedded in or integrated with the Services (for example: e-commerce platforms, scheduling service providers, payment services providers, etc.). The Business is not responsible for the independent actions of any of its service providers.

4.3. The Products shall be offered in compliance with applicable law, including applicable consumer protection laws. Any returns of Products shall be conducted in accordance with the required conditions under applicable consumer protection laws.

4.4. The Services may include promotions, advertisements and commercial information. By clicking advertisements you may be transferred to an advertiser's website and may choose to receive any other messages, information or offers from the advertiser and from others. To the maximum extent permitted by law, the Business is not responsible for any of the advertisers' practices including their privacy practices, or for the content of their websites, information, messages, or offers.

5. **Customer Loyalty Features Description.** Through the Services you may be offered the ability to participate in certain customer loyalty features, to the extent available from time to time. The Business does not guarantee that any of these features will be offered at any time. You may be required to be a member of the Business's customer membership club to use certain features. To the extent provided, these customer loyalty features are subject to applicable law and may be subject to additional terms, as follows:

5.1. Scratch Cards. Digital scratch cards allow you to click to unveil rewards, discounts, or other benefits ("**Benefits**") that are hidden behind virtual scratch panels. Some scratch cards may entitle you to a prize within an individual game. The Benefits available may change from time to time. The Business may need to key in a code into your device, scan a QR code, or use another feature available to you on the Services in order to enable you to redeem your Benefit. Do not click the "Redeem" button or otherwise try to redeem a Benefit unless you are at the Business' premises and actively presenting your Benefit to the Business.

5.2. Point Accumulation Plans. This feature allows you to earn points for each purchase you make in the Business's premises and/or other actions taken by you on the Services and/or for other activities, as determined by the Business. The points that you earn can be redeemed at a conversion ratio pre-determined by the Business. Your aggregate number of points will be presented to you via the Services.

5.3. Punch Card. This feature allows you to collect "punches" on a virtual punch card. When you've collected a number of punches in the amount pre-determined by the Business, you will be eligible to get a Benefit. A punch may be earned for a purchase in Business' premises, an action on the Services (e.g. sharing something on social media), or another action as determined by the Business. Subject to any specific punch card rules and the setup of the Services, your punch card may be punched automatically when you make certain purchases, or you may be provided with a code to be used in order to register the punch.

5.4. Pre-paid Card. This feature allows you to purchase a pre-paid punch card entitling you to a fixed number of items that you may redeem at the Business premises, via the Services or otherwise as solely determined by the Business. Items from a pre-paid card are redeemable until the expiration date indicated on the card.

5.5. Pay with Budget. This feature allows you to charge (and recharge) your Services with certain amount of credit by purchasing it ("**Budget**"). With the Budget, you may purchase items from the Business until such credit reaches a balance of zero (0). Your current Budget will be displayed on the Services.

5.6. Coupons. This feature offers you a coupon code (e.g. a number, barcode, or QR). To use the coupon, the coupon code needs to be keyed, scanned and/or read at checkout/payment page or by the cashier in the Business premises. Only one coupon may be used for each transaction, unless stated otherwise on the coupon. Each coupon can be used only within the valid dates thereon. Expired coupons will not be accepted. Coupons may be subject to certain limitations and/or preconditions as indicated thereon. Coupons cannot be exchanged for cash or gift cards. The Business reserves the right to limit the use of or revoke any coupon. The Business may decide at its sole discretion not to honor coupons which it does not recognize, which are not present in the Services database/lists, or which have allegedly already been used. Coupons that have been applied are non-refundable.

5.7. General Club Deals. The Business may, at its sole discretion, determine that certain Benefits shall apply to registered club members, or to certain groups of members. In order to receive Benefit(s) you may have to identify yourself to the Business as a registered member and may have to provide identification details (such as name or phone number). If you do not actively identify yourself to the Business, you may not be able to receive the Benefit to which you would otherwise be entitled.

6. Customer Loyalty Features – Termination; Disclaimer.

6.1. Subject to applicable law, Customer Loyalty Features on your Services will automatically expire upon any of the following events: (a) use of the specific feature, including use of Budget or redemption of a Benefit; (b) upon the expiration date indicated; (c) if you remove the Services from your device; (d) if the Business has decided to cancel that feature and/or Benefit for any reason; or (e) if the Services are terminated generally or the App becomes unavailable.

6.2. The Business may, at any time and without notice: (a) suspend or cancel any Customer Loyalty Features and/or Benefits if you have violated these Terms or part thereof in the event of violation of these Terms or any part thereof by you; or (b) terminate any Customer Loyalty Feature in its entirety. In addition, the Business may decrease the number of points or other

Benefits which you (allegedly) earned for various reasons such as: (a) if they have been granted to you by mistake or as a result of an error or bug in the Services or the Business's point of sale system; (b) if you returned a purchased Product; or (c) if they were not earned in accordance with these Terms. In some cases, the Business may choose to offer you an equivalent alternative benefit.

6.3. In any event, no refunds or cash compensation will be available to you for unused points, coupons, virtual money on your gift card or any benefit that was not redeemed for any reason.

6.4. If a purchased item is returned by you to the Business' premises, then the Business may, subject to applicable law: (a) charge you for the same amount of points earned by you when purchasing such item; (b) cancel your entitlement to a Benefit; or (c) cancel your related punches, coupons, discounts etc.

7. **Intellectual Property.** The Business or its licensors, as the case may be, have all right, title, and interest in the Services, and any content thereon, including its overall appearance, text, graphics, graphics design, videos, demos, interfaces, and underlying source files, and all worldwide intellectual property rights, the trademarks, service marks, and logos contained therein, whether registered or unregistered. Except as expressly permitted herein, you may not copy, further develop, reproduce, republish, modify, alter download, post, broadcast, transmit or otherwise use the content of the Services for any purpose. You will not remove, alter or conceal any copyright, trademark, service mark, or other proprietary rights notices incorporated in the Services. All trademarks are trademarks or registered trademarks of their respective owners. Nothing in these Terms should be construed as granting you any right to use any trademark, service mark, logo, or trade name of the Business or any third party. If you provide Business with any feedback regarding the Services, Business or its service providers may use all such feedback without restriction and shall not be subject to any non-disclosure or non-use obligations in respect of such feedback.

8. **Disclaimers and Disclaimer of Warranty**

8.1. Your use of the Services is at your sole discretion and risk. The Services are provided on an AS IS and AS AVAILABLE basis without warranties of any kind. The Business does not represent or warrant that Services will be of good quality or useful for your needs.

8.2. THE BUSINESS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE APP AND/OR SERVICES, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE. THE BUSINESS DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS, OR PERFORMANCE OF THE APP AND/OR SERVICES; (II) THAT THE APP OR SERVICES WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; (III) REGARDING THE ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED.

8.3. No advice or information, whether oral or written, obtained by you, shall create any warranty that is not expressly stated in these Terms. If you choose to rely on such information, you do so solely at your own risk. Some jurisdictions do not allow the exclusion of certain warranties.

Accordingly, some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

9. **LIMITATION OF LIABILITY.**

9.1. Without derogating from any of the above, the Business assumes no responsibility for any error, interruption, defect, or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any materials or Services. The Business is not responsible for any problems or technical malfunction or failure of any telephone network or lines, computer systems or equipment, servers, software, failure due to technical problems or traffic congestion on the Internet or on the Services.

9.2. IN NO EVENT SHALL THE BUSINESS, ITS AFFILIATES, ITS SERVICE PROVIDERS (INCLUDING COMO, AS DEFINED BELOW), OR THEIR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, ASSIGNEES, OR AGENTS ("**INVOLVED PARTIES**") BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES, OR TERMINATION THEREOF, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION OR BENEFITS PROVIDED, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER THE INVOLVED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF THE INVOLVED PARTIES TO YOU EXCEED US$50.

10. **Indemnification.** To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless, the Involved Parties and anyone acting their behalf, at your own expense and immediately after receiving a written notice thereof, from and against any damages, losses, liabilities, costs and expenses, including attorney's fees and legal expenses, resulting from any plea, claim, or demand, arising from, or in connection with, your use of the Services, your breach of the Terms, your violation of applicable laws, any other terms, rules or regulations applicable to the Services, or your violation, or infringement of other persons rights, including, without limitation, the rights of any Involved Parties. You may not settle or compromise such suit without the Business's prior written consent. the Business may be represented in any such suit by counsel of its own choosing at its own expense.

11. **Application Marketplace**. To the extent an App is provided, the App may be subject to additional third-party terms relating to the marketplace or store from which the App was downloaded. The third parties providing such marketplaces may be beneficiaries of these Terms, pursuant to the marketplace's Terms. The following terms apply if you downloaded the App from Apple's App Store.

11.1. Apple Inc. ("**Apple**") is not a party to these Terms and is not responsible for the App.

11.2. Your license to use the App is not transferrable and is limited to use on iOS Products that you own or control, and as permitted by the Usage Rules in the App Media Services Terms and Conditions, except as permitted via Family Sharing, volume purchasing, or Legacy Contacts.

11.3. In the event of a failure to conform to any applicable warranty (if any warranty is applicable), you may notify Apple, and Apple will refund the purchase price for the App to you (if you paid any). Apple has no obligation whatsoever to furnish any maintenance and support services

with respect to the App and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, will not be at Apple's responsibility.

11.4. Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including (i) product liability claims, (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection or similar legislation.

11.5. Apple will not be responsible for the investigation, defense, settlement, or discharge of a claim that your use of the App infringes a third party's rights.

11.6. Apple and its subsidiaries are third party beneficiaries of these Terms and Apple will have the right to enforce these Terms against you as a third-party beneficiary. 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.

12. **Como**. The Services are powered by Como AI Malta Ltd. ("**Como**") and Como will be considered a beneficiary under these Terms. Como may, at its sole discretion, enforce any rights and/or obligations against you at law or in equity and is entitled to rely upon all rights, representations, warranties and covenants made by you in these Terms to the same extent that the Business is. Como is not responsible for the provision of the Services, App, Products, or Benefits to you and does not control the Business's configuration of the Services, its offerings, or its administration of its customer loyalty program. Como is not responsible for the actions of the Business in connection with the Services or otherwise. Nothing herein or through the Services shall be considered a recommendation, endorsement, or encouragement by Como to engage with the Business in any transactions or to procure any Products.

13. Governing Law, Jurisdiction. These Terms shall be governed solely by the laws of the country where the Business is incorporated and the competent courts in the city of its establishment shall have exclusive jurisdiction to hear any disputes arising hereunder, provided however, that the Business or any Involved Parties may lodge a claim against you pursuant to the indemnification clause above, in any court adjudicating a claim, in which case the law that governs that claim shall also govern the indemnification claim against you and/or the Business, the Involved Parties and its service providers may also seek injunctive relief in any court of competent jurisdiction in any country where the infringement, violation or action takes place.

14. Miscellaneous In the event that any provision of these Terms is held to be unenforceable, such provision shall be replaced with an enforceable provision which most closely achieves the effect of the original provision, and the remaining terms of these Terms shall remain in full force and effect. Nothing in these Terms creates any agency, employment, joint venture, or partnership relationship between you and the Business or enables you to act on behalf of Business. Except as may be expressly stated in these Terms, these Terms constitute the entire agreement between you and the Business pertaining to the subject matter hereof, and any and all other agreements existing between you and the Business relating thereto are hereby canceled. The Business may assign and/or transfer its rights and obligations hereunder to any third party without prior notice. You shall not assign and/or transfer any of your rights or obligations hereunder, and any assignment in violation of the

foregoing shall be void. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

10DLC and Shortcode Specific Terms

In case 10DLC or Shortcode is being used to send marketing messages, the following terms will apply:

{businessName} offers the following services over text messages:

- A marketing campaign to share promotional information for our loyal customers

Message frequency varies. Message and data rates may apply. Text “HELP” for help. Reply “STOP {businessStopID}” to cancel. Carriers are not liable for any delays or undelivered messages.

- Operational messages to allow the usage of the services

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