TC2GO Loyalty Program Terms of Service

Effective October 8th, 2026

These Terms of Service ("Terms") govern the use and access of the Rainmaker Capital Partners, LLC d/b/a TC2GO ("TC2GO", "we" "our" or "us") loyalty rewards and customer engagement program made available through thanx.com/tc2go and/or order.thanx.com/tc2go (collectively, the "*Site*") and as an application for mobile devices (our "*App*") (collectively, the "Services"). The Services are owned and operated on Merchant's behalf by Thanx Inc. ("*Thanx*"), a third-party service provider of Merchant. Thanx is a third-party beneficiary of these Terms and, when you agree to these Terms, both Merchant and Thanx will have the right to enforce these Terms against you, separately or jointly.

By accessing or using the Services, you agree to be bound by these Terms. Certain Reward Opportunities (defined below) that are part of our Loyalty Program may be governed by additional terms and conditions which are incorporated herein by reference. If there is a conflict between these Terms and the terms and conditions for a particular Reward Opportunity, these Terms will apply.

Eligibility

In order to be eligible to enroll for and redeem Rewards, you must:

- Be an individual person at least 18 years of age;
- Register for an account
- Possess the authority and capacity to create a binding legal obligation in your state and/or country of residence; and
- Not be a person barred from participating in the Loyalty Program under the laws of the United States or other applicable jurisdiction.

The Loyalty Program is subject to all applicable laws and regulations and is VOID WHERE PROHIBITED.

Creating an Account

In order to enroll for and redeem Rewards, you will have to create an account.

You may only create one account and it is non-transferable to a third party. When you create an account, you agree to provide accurate, current and complete information about yourself. You are responsible for safeguarding your account and are responsible for activities that occur under your account. Notify us immediately if your account has been compromised.

Loyalty Program Participation

The means by which you can earn promotional rewards offered by us may include (i) a digital "punch card" experience, whereby you purchase a specified number of qualifying products or services or participate in specified activities (each a "Qualifying Action") pursuant to the Reward Opportunity Terms; (ii) opportunities to earn points that may be redeemed for rewards ("Points"); and (iii) other similar experiences where eligible spending or activity will earn you rewards (collectively, "*Rewards*"). You may be presented with offers to earn Rewards via email, mobile device notifications and other channels ("*Reward Opportunities*"). At any point in time you can opt-out of receiving additional information regarding Reward Opportunities through your account settings within the Services or as otherwise set forth in these Terms.

Qualifying Actions will help you progress toward earning Rewards ("*Reward Progress*") and reaching the designated threshold (a "*Reward Threshold*") indicated in the applicable Reward Opportunity Terms. When you reach a Reward Threshold, you will have access to the Rewards which can be redeemed as set forth in the applicable Reward Opportunities.

Loyalty Program Participation and Earning Rewards

Thai Chili 2go's Loyalty Program is offered through the Thai Chili 2go mobile application and in-store systems and is powered by Thanx Inc. Participation in the Loyalty Program requires creating and maintaining a registered loyalty account.

Loyalty credit is earned through check-in based loyalty. A visit is associated with your registered account when you are logged into your Thai Chili 2go Rewards account during an eligible order or when you identify your registered account in-store using one of the approved identification methods described below.

- Logging into your Thai Chili 2go account through the mobile application prior to or during checkout
- Providing your registered phone number or email address at the point of sale or kiosk

Once your visit is successfully associated with your registered account through one of the methods above, Points and Reward progress may be earned in accordance with the applicable Reward Opportunity terms.

No separate or manual "check-in" action is required beyond identifying your registered account as described. Loyalty credit is not tied to payment method and does not require linking a credit or debit card.

Loyalty credit, Points, and Rewards are subject to program rules, visit frequency limits, expiration, and redemption requirements as communicated within the Services. Thai Chili 2go reserves the right to modify, suspend, or terminate the Loyalty Program or any aspect of earning or redeeming Rewards at any time, in its sole discretion, in accordance with applicable law.

Reward Opportunity Terms.

At the time a Reward Opportunity is made available to you, Reward Opportunity specific terms ("*Reward Opportunity Terms*") will be made available to you which may include details related to (i) what actions may be required to earn Rewards; (ii) what Rewards are available to you if you complete the actions required by the Reward Opportunity; (iii) expiration details relating to either Reward Progress (e.g., Points), or ability to redeem Rewards, as applicable; and (iv) how you can redeem your Rewards.

Reward Opportunity Terms for current Reward Opportunities may also be viewable on our web or mobile interface.

General Terms of Reward Offering

- **In General**. Descriptions of the offers advertised on the Services are provided by [TC2GO] or other referenced third parties. While we partner with Thanx to deliver the Reward Opportunities and Rewards to you, Thanx does not provide any Reward Opportunities or Rewards to you, and all Rewards are provided by and redeemable **only with [TC2GO].** Thanx is not responsible for the Rewards or the terms under which Rewards are made available. For avoidance of doubt, Thanx is not responsible for any claims associated with the description of the Reward Opportunities, communications to you about Reward Opportunities or the [TC2GO] Loyalty Program, Rewards or products or services offered by [TC2GO] (collectively "TC2GO *Offerings*"). Pricing relating to certain [Merchant] Offerings and other available programs on the Services may change at any time in [TC2GO]'s sole discretion without notice.
- **Reward Progress** (e.g., your Points or "Thaibucks"):
    - is not equivalent to cash, does not represent a claim on any cash or other property, and is not redeemable for cash. Your Reward Progress may be forfeited if you violate these Terms or any additional terms or conditions applicable to Reward Progress for a specific Reward Opportunity (e.g. if a Qualifying Action must occur within a certain timeframe). Any such terms will be communicated with the Reward Opportunity, as applicable.
    - is not transferrable to any third party
    - cannot be redeemed or used other than with [TC2GO], including [TC2GO] affiliates to the extent expressly permitted.

Points. Please review the details below for more information regarding points earned in connection with the Services:

Earn 10 Points (Thaibucks) per every one dollar spent. Guests earn Thaibucks™ when using a gift card to pay for food; however, guests do not earn points when purchasing a gift card. Gift card purchases are excluded from being combined with another offer or loyalty rewards.

Rewards Expiration Will Vary:

Points Earned Before May 30, 2025

Any points earned **prior to May 30, 2025** will expire on the **later** of:

1. **Six months** from the first of the month following when the points were earned.

Example:

- You earned **20 points** on **May 1, 2024** (over a year ago) and **30 points** on **January 15, 2025**.
- The **20 points** will expire on **June 1, 2025**.
- The **30 points** will expire on **August 1, 2025** (six months from February 1, 2025).

Points Earned On or After May 30, 2025

All points earned **on or after May 30, 2025**, will expire on the **first day of the month**, **six months** after the month in which they were earned.

Example:

- You earn a point on **May 30, 2025** → it will expire on **December 1, 2025**.
- You earn points on **June 5, 2025** → they will expire on **January 1, 2026**.

Account Closure

If your loyalty account is closed for any reason, all unredeemed points will be forfeited.

Rewards Terms

Please review the terms for any specific reward offers. Rewards may have their own expiration dates. If there's ever a conflict between these terms and the reward-specific terms, **these general terms will apply**.

- **Verifying Your Account**. You are responsible for ensuring your Reward Progress earned from Qualifying Actions are properly credited to your account. It may take up to 7 days after a Qualifying Action is made for your Reward Progress or Reward to be viewable via your account. You should email support@thanx.com if it has been more than 7 days and the Reward Progress has not been applied to your account. You may be asked to provide additional, supporting information, as required, to facilitate a request to update your Reward Progress. Requests received after 21 days of a Qualifying Action may not be eligible to be credited to your account. We are not responsible for investigating any Reward or Reward Progress request if you have not notified us within 21 days of the Qualifying Action. Your Rewards can also be reversed if any of the items you purchased in connection with a Qualifying Action are subsequently returned. We may also, at our discretion, delay any Reward or Reward Progress in order to validate or verify a Qualifying Action. Any attempt to earn Rewards through the purchase and return of merchandise in connection with a Qualifying Action will be considered possible grounds for termination of your account.

You acknowledge that:

- Your accumulation of, and the redemption of, Rewards is subject to your compliance with these Terms (including any terms and conditions provided when you are presented with a Reward Opportunity);
- We reserve the right to delay, withhold or invalidate accrual or redemption of Rewards in the event of technical, printing, production, distribution, or similar errors, potential fraudulent activity, or similar issues. Specifically, we can validate Rewards from your account with notice if we determine in our sole discretion that such Rewards were improperly credited to your account;
- The Reward Opportunities, Reward Progress, and Rewards are intended for personal use only. Commercial use is prohibited;
- Rewards granted expire 60 days after issuance, unless otherwise specified in the reward's terms and conditions when granted.
- Your use of the Services and your activities in connection with the Services must be lawful and in compliance with these Terms and you may not in any way inhibit any other user from using the Services;
- Neither [TC2GO] nor our service providers are responsible or liable for any unredeemed, unused or lost Rewards or Reward Opportunities;
- Reward Progress and Rewards are not gift cards or gift certificates and do not constitute property, do not entitle you to a vested right or interest and have no cash value. Therefore, Points and Rewards are not redeemable for cash, transferable, salable or assignable for any reason. No cash will be exchanged for the unused portion of any member's Rewards;
- Unless otherwise expressly permitted, your redemption of Rewards in connection with the Loyalty Program cannot be combined with any other offers or discounts;
- [TC2GO] reserves the right to change, modify, discontinue or cancel the Loyalty Program or any Reward Opportunity, at any time and in our sole discretion, without notice to you; and
- You are solely responsible for use of the Services and your Rewards. You may only have one account that is personal to you.

Your only remedy for a failure of a Reward is to receive the equivalent Reward by contacting support@thanx.com.

RELEASE OF LIABILITY

You acknowledge and agree that Thanx and its service providers are not a party to any disputes between you and [TC2GO] and Thanx has no liability with respect to such disputes, including disputes relating to Reward Opportunities or Rewards.

You hereby release Thanx, and Thanx's respective affiliates, officers, directors, employees, agents, successors, assigns, and service providers (including AXP and any other payment card networks and payment processors) from any and all claims, demands, liabilities, losses and damages of every kind and nature arising out of or in any way connected with your use of the Services and any disputes between you and [TC2GO]. In addition, you expressly waive the provisions of California Civil Code §1542, which says:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF NOT KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

In short, this means that you release Thanx and other service providers involved in providing services to Thanx from any and all claims you may have arising out of disputes you may have with us, or as a result of your use of the Services. As used herein "AXP" means American Express Travel Related Services Company, Inc. AXP provides certain AXP crediting services to Thanx and AXP is a third party beneficiary of the foregoing release.

Access via the Mobile App

Subject to your compliance with these Terms, we grant you a limited non-exclusive, non-transferable, non-sublicenseable license to download and install a copy of the App on a mobile device or computer that you own or control and to run such copy of the App solely for your own personal non-commercial purposes. Furthermore, with respect to any Apps accessed through or downloaded (as applicable) from the Apple App Store (an "App Store Sourced Application"), you will only use the App Store Sourced Application: (a) on an Apple-branded product that runs the iOS (Apple's proprietary operating system); and (b) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service. Notwithstanding the first sentence in this section, with respect to any Services accessed through or downloaded from the Google Play store (a "Google Play Sourced Application"), you may have additional license rights with respect to use of the App on a shared basis within your designated family group.

Rights You Grant to Us

By making any content available through the Services you hereby grant to us a non- exclusive, transferable, sublicenseable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, distribute, publicly display, publicly perform and distribute your content in connection with operating and providing the Services to you and other account holders. You are solely responsible for all your content. You represent and warrant that you own all your content or you have all the rights that are necessary to grant us the license rights in your content under these Terms. You also represent and warrant that neither your content, nor your use and provision of your content to be made available through the Services, nor any use of your on or through the Services will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Alerts and Notifications

As part of the Services we provide, you may (if enabled) receive push notifications, alerts, emails, or other types of messages directly sent to you outside or inside the App (*"Push Messages"*). You have control over the Push Messages settings, and can opt in or out of these Push Messages through the Services (with the exception of service announcements and administrative messages). Please be aware that third party messaging fees may occur for some types of Push Messages depending on the service plan you have with your wireless carrier.

Unauthorized Activities

The Services may be used and accessed for lawful purposes only. You agree that you will not do any of the following while using or accessing the Services: (1) access or tamper with the Services, our computer systems, or the technical delivery systems of our providers; (2) gather and use information, such as user names, real names, email addresses or transmit any unsolicited advertising, junk mail, spam or other form of solicitation; (3) use the Services for any commercial purpose or for the benefit of any third party or in any manner not authorized by these Terms; (4) violate any applicable law or regulation; (5) use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Services or any portion of the Services, without our permission; or (6) encourage or enable any other individual to do any of the foregoing.

Except as expressly permitted in these Terms, you may not: (i) copy, modify adapt, or create derivative works of the Services; (ii) distribute, transfer, sublicense, sell, lease, lend, rent or otherwise exploit the Services; (iii) reverse engineer, decompile or disassemble the Services; or (iv) make the functionality of the Services available to multiple users through any means. All rights in and to the Services not expressly granted to you under these Terms are reserved.

Additionally, the following activities are prohibited and constitute a violation of these Terms:

- Providing fraudulent or false information;
- Accessing the personal information of third parties;
- Tampering with security we implement to protect the Services;
- Soliciting users for commercial purposes or otherwise or using information made available via the Services for commercial purposes.
- Reselling Opportunities;
- Attempting to use Opportunities more than once;
- Intentionally overwhelming our servers or those of our service providers with excessive demand;
- Adding any hyperlinks without our written consent; and
- Registering or otherwise using an invalid, fake, fraudulent or unauthorized payment card.

We reserve the right to suspend the Services, investigate and/or prosecute violations of any of the above and/or involve and cooperate with law enforcement authorities in prosecuting users who we reasonably believe, in our sole discretion, has violated these Terms.

Termination, Account Cancellation or Suspension

You may cancel your account at any time through the Services or by sending an email to support@thanx.com

Our Loyalty Program will continue until terminated at our sole discretion. We may terminate, modify, or suspend the Loyalty Program as well as your access to and use of the Services and your account, at our sole discretion, at any time for any reason. Reasons for such a termination, modification, or suspension include without limitation (1) you have violated or breached any provision of these Terms (or have acted in a manner which shows that you do not intend to, or are unable to comply with the provisions of these Terms), (2) we believe it is required to do so by law (for example, where the provision of the Services or Loyalty Program to you is, or becomes, unlawful); or (3) for any other reason in our discretion upon our provision of notice to you. If your account is terminated for cause pursuant to this Section, you may not later re-enroll in the Service.

Accounts that remain inactive for more than 6 months may be subject to automatic cancellation. Once your account is cancelled (whether by you or us), you will no longer be able to access your account and you will lose all of your accumulated Rewards and Reward Progress, and you understand and acknowledge that we will have no further obligation to provide the Services to you or access to any of your account information. We will not be liable to you or to any third party for the suspension or termination of the Loyalty Program, your account, or your access to or use of the Services. Upon any termination, discontinuation or cancellation of the Loyalty Program, your account, or your access to or use of the Services, all provisions of these Terms which by their nature should survive will survive, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability, and dispute resolution provisions.

Ownership

The Services are protected by copyright, trademark, and other laws of the United States and foreign countries. [TC2GO], Thanx and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. Any feedback, comments and suggestions you may provide for improvements to the Services ("*Feedback*") is given entirely voluntarily and, even if designated as confidential, will not create any confidentiality obligation and we and our service providers will be free to use, disclose, reproduce, license, distribute, and otherwise exploit such Feedback as we see fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

Links to Third-Party Web Sites

The Services may contain links to other third party sites or resources. These links are provided as a convenience to you but not as an endorsement of the companies or the contents of these sites or their products and services. We are not responsible for the content of such sites or resources. If you decide to access any of the third-party web sites linked to the Services, you do this entirely at your own risk.

Indemnification

You agree to indemnify, defend and hold [TC2GO], its licensors, its current or future affiliated companies, its service providers (including payment card networks, payment processors) and Thanx, its licensors, and any of its current or future affiliated companies and its service providers (including payment card networks and payment processors) and each of their respective officers, directors, employees, agents, successors and assigns harmless from and against all claims, liabilities, losses, expenses, damages, and costs, including but not limited to reasonable attorneys' fees, resulting from (1) any violation or breach of these Terms by you, (2) any activity related to access to or use of your account by you or any other person accessing or using your account, or (3) any activity related to your redemption of Rewards or Opportunities and participation in the Loyalty Program.

DISCLAIMER

THE SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, [TC2GO] AND ITS SERVICE PROVIDERS (INCLUDING THANX, PAYMENT CARD NETWORKS AND PAYMENT PROCESSORS) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. MERCHANT AND ITS SERVICE PROVIDERS (INCLUDING THANX, PAYMENT CARD NETWORKS AND PAYMENT PROCESSORS) DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, TIMELY, SECURE OR MEET YOUR REQUIREMENTS OR EXPECTATIONS. THANX IS NOT RESPONSIBLE, OR LIABLE TO YOU OR [TC2GO] FOR, ANY CLAIMS BETWEEN MERCHANT AND AN APPLICABLE END USER RELATED TO SUCH END USER'S USE OF THE SERVICES.

LIMITATION OF LIABILITY

IF YOU PROVE THAT MERCHANT HAS IMPROPERLY DENIED YOU ANY REWARD ("REWARD DISPUTE") AND MERCHANT PROVIDES YOU WITH SUCH REWARD OR A COMPARABLE SUBSTITUTE, THEN SUCH REWARD SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY IN CONNECTION WITH THE REWARD DISPUTE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL [TC2GO] OR OUR SERVICE PROVIDERS (INCLUDING THANX, PAYMENT CARD NETWORKS AND PAYMENT PROCESSORS) BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, LOSS OF DATA, FAILURE OF DELIVERY OF GOODS, FAILURE TO MEET ANY DUTY, NEGLIGENCE, AND ANY OTHER PECUNIARY OR OTHER LOSS) ARISING OUT OF OR IN ANY WAY RELATED TO YOUR PARTICIPATION IN THE LOYALTY PROGRAM OR THE USE OF OR INABILITY TO USE THE SERVICES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MERCHANT AND OUR SERVICE PROVIDERS (INCLUDING THANX, PAYMENT CARD NETWORKS AND PAYMENT PROCESSORS) TOTAL LIABILITY TO YOU FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL NOT EXCEED **ONE HUNDRED ($100.00) DOLLARS**.

EXCLUSIONS

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Force Majeure

Neither [TC2GO], Thanx, or its service providers (including payment card networks or payment processors) will be liable or responsible for any delays in providing the Services as a result of any event beyond its reasonable control, including without limitation, adverse weather conditions, internet outage or interruption of service, denial of service attacks, telecommunications or power outage, fire, flood, civil disobedience, labor disruptions, strikes, lockouts, government-ordered closures, pandemic, epidemic, embargoes, terrorism, natural disaster, war or acts of God.

Accessing and Downloading the Application from iTunes.

You acknowledge and agree that the availability of the App, and the Services is dependent on the third party from whom you received the App license, e.g., the Apple App Store or Google Play (the "App Store"). The following applies to any App Store Sourced Application accessed through or downloaded from the Apple App Store:

1. You acknowledge and agree that (i) these Terms are concluded between you and [TC2GO] only, and not Apple, and (ii) [TC2GO], not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service, and you agree to pay all fees (if any) charged by the App Store in connection with the Services, including the App.
2. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application, and [TC2GO], not the App Store, is solely responsible for the [TC2GO] Loyalty Program, and Thanx is solely responsible for the Services, each as to the respective content thereof, and warranty therefor.
3. In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between [Merchant] and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of [Merchant].
4. You and [TC2GO] acknowledge that, as between [TC2GO] and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
5. You and [TC2GO] acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between [TC2GO] and Apple, [TC2GO], not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.
6. You and [TC2GO] acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof. Without limiting any other terms of these Terms, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

General

No Agency. No agency, partnership, joint venture, employee-employer, or franchisor- franchisee relationship is intended or created by this Agreement. **Severability.** The validity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. **Modifications.** No modification of this Agreement shall be effective unless it is in writing and signed by an authorized representative of Merchant. **Choice of Law**. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to or application of conflict of law principles. The Parties consent to the jurisdiction of the State of California and venue in the County of Santa Clara, with regard to any controversy or claim arising out of or relating to this Agreement, or the breach thereof. **Assignment.** You shall not assign any of the rights or obligations under this Agreement without the prior written consent of Merchant. **Successors and Assigns**. These Terms are binding on and inures to the benefit of the parties and their respective successors and permitted assigns. **No Waiver**. No failure or delay by a party exercising any right, power or privilege under this Agreement will operate as a waiver thereof. Interpretation. Headings are for reference purposes only and do not limit the scope or extent of such section. **Export Control**. You may not use, export, import, or transfer the Services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained Services, and any other applicable laws. In particular, but without limitation, the Services may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Services, 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. You also will not use the Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology made available to you through these Terms are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations. **Entire Agreement**. These Terms, including all Merchant terms additionally offered in connection with Rewards Opportunities, and other Merchant Offerings, comprise the entire agreement between the Parties and supersedes all prior or contemporaneous agreements, written or oral, between the Parties regarding the subject matter contained herein.

CALIFORNIA CONSUMER COMPLAINTS.

If you are a California resident, in accordance with California Civil Code Section 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Affairs of the California Department of Consumer Affairs by contacting them in writing at: 1625 North Market Blvd., Suite N112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

DMCA – NOTICE OF CLAIMED COPYRIGHT INFRINGEMENT.

In connection with our Services, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of users of our online Services who are repeat infringers of intellectual property rights, including copyrights. If you believe that one of our users is, through the use of our Services, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to our designated Copyright Agent:

1. your physical or electronic signature;
2. identification of the copyrighted work(s) that you claim to have been infringed;
3. identification of the material on our services that you claim is infringing and that you request us to remove;
4. sufficient information to permit us to locate such material;
5. your address, telephone number, and e-mail address;
6. a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
7. a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner

If you have a good faith belief that your copyright has been infringed, you can download and submit a Notice of Claimed Infringement to Thanx's Designated Agent by email at support@thanx.com. Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

Questions

If you have any questions about these Terms, please contact us at support@thanx.com.

Last Updated: February 12th, 2026