

**THIS DOCUMENT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. IT INCLUDES: VARIOUS LIMITATIONS ON AND EXCLUSIONS OF OUR LIABILITY TO YOU; YOUR INDEMNITY OF US; AND DISPUTE RESOLUTION PROVISIONS THAT GOVERN HOW DISPUTES WILL BE RESOLVED, INCLUDING A MANDATORY ARBITRATION REQUIREMENT AND A CLASS ACTION WAIVER.**

## **MOBILE APPLICATION END-USER LICENSE AGREEMENT AND TERMS OF SERVICE**

Please read this Mobile Application End-User License Agreement and Terms of Service (this “EULA”) carefully before downloading or using the Dexter Laundry, Inc. (together with its affiliates, “DexterPay”) mobile application (“Mobile App”). This EULA governs your use of the Mobile App that will allow you to access the DexterPay service (the “Service”) directly from your mobile device. Your use of the Mobile App indicates your consent to this EULA.

1. **License.** DexterPay grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Mobile App for your personal and internal business purposes strictly in accordance with this EULA.
2. **Your Account.** Your use of the Mobile App requires that you have an account with DexterPay and agree to the terms of this Agreement. Your use of the Mobile App is solely at your own risk. You consent to the collection, use, sharing and transfer of your personally identifiable information, including the transfer and processing of your information as outlined by the DexterPay Privacy Policy. You acknowledge that third party terms and fees (such as carrier terms of service; fees for phone service, data access or messaging capabilities; and/or payment service, credit card, or bank terms of service) may apply to the use and operation of the Mobile App, and that you are solely responsible for compliance with all such terms and payment of all such fees.
3. **Fees/Charges.** Use of the Mobile App may place one or more authorization holds on your bank or credit card account, and any unused portion of the authorization hold amount(s) will be released according to the policies and procedures applicable to your bank or credit card account (5-7 business days and sometimes more); (a) the minimum Mobile App charge is \$1.00, so if you use less than that amount, your payment method will still be charged \$1.00; and (b) certain locations may charge a convenience fee for use of the Mobile App. In addition, if your payment fails and does not clear within 2 days, you will be charged a fee of 4.99% of the unpaid balance plus \$5.00.
4. **Changes to this EULA.** DexterPay reserves the right to modify this EULA. DexterPay will post the most current version of this EULA at <https://www.dexterpay.com>. If DexterPay makes material changes to this EULA, we will notify you via the Mobile App or electronic mail. Your continued use of the Mobile App after DexterPay publishes notice of changes to this EULA indicates your consent to the updated terms.
5. **No Included Maintenance and Support.** DexterPay may deploy changes, updates or enhancements to the Mobile App at any time. DexterPay may provide maintenance and

support for the Mobile App, but has no obligation whatsoever to furnish such services to you and may terminate such services at any time without notice.

6. Acceptable Use. You agree that you will not use or encourage others to use the Mobile App in a way that could harm or impair others' use of the Mobile App, or in any unlawful manner or for an unlawful purpose. You also agree that the Mobile App is not intended or recommended for use by people under the age of 18.

7. Privacy. In order to operate and provide the Service and the Mobile App, DexterPay may collect certain information about you. DexterPay uses and protects that information in accordance with the DexterPay Privacy Policy (a current version of which can be found at <https://www.dexterpay.com>).

8. Consent to Electronic Communications and Solicitation. By downloading the Mobile App, and/or opting-in through notification settings, you authorize DexterPay to send you (including via email and push notifications) information regarding the Service and the Mobile App, such as: (a) notices about your use of the Service and the Mobile App, including notices of violations of use; (b) updates to the Service and Mobile App and new features of products; and (c) promotional information and materials regarding DexterPay's products and services. You can review your account settings to adjust your messaging preferences or unsubscribe to some messaging by following instructions provided by DexterPay.

9. No Warranty. YOUR USE OF THE MOBILE APP IS AT YOUR SOLE RISK. THE MOBILE APP IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. DEXTERPAY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

9.1. iOS Application. In the event of DexterPay's failure to conform to any applicable warranty, you may notify DexterPay, and DexterPay will refund the purchase price for the Mobile App. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DEXTERPAY WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO (A) THE MOBILE APP AND (B) ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COST, OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY.

9.2. Android Application. DEXTERPAY EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

10. Suspension and Termination of the Mobile App. DexterPay reserves the right to suspend or terminate your access to the Mobile App at any time and for any reason, including based on the status of your account under the Service. You understand that if your account is suspended or terminated, you may no longer have access to the content that is stored within the Service.

11. Technical Issues. DexterPay is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail as a result of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including, without limitation, any resulting error in computing qualifying orders or any unavailability of Rewards, or any injury or damage to any participant's or any other person's computer or mobile device related to or resulting from participation in DexterPay. If, for any reason, the DexterPay app program is not capable of running as planned, including due to errors of any kind or nature, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of DexterPay which corrupt or affect the administration, security, fairness, integrity or proper conduct of any DexterPay program, DexterPay reserves the right in its sole discretion to cancel, terminate, modify, or suspend DexterPay or otherwise respond to the circumstances as DexterPay deems appropriate.

12. Intellectual Property Rights. In the event of a third party claim that the Mobile App, or your possession and use of the Mobile App, infringes third party's intellectual property rights, DexterPay will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

13. Legal Compliance. You represent and warrant that (a) 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 embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

14. Governing Law. This EULA shall be governed by and construed in accordance with the laws of Iowa.

15. LIMITATIONS ON LIABILITY. UNDER NO CIRCUMSTANCES SHALL DEXTERPAY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF DEXTERPAY EVEN IF DEXTERPAY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BY PARTICIPATING IN DEXTERPAY, YOU AGREE THAT DEXTERPAY HAS NO RESPONSIBILITY OR LIABILITY FOR ANY EXPENSE, LOSS, COST, INJURY, DAMAGE, OR ANY OTHER MATTER OR THING WHATSOEVER, HOWEVER SUFFERED OR CAUSED DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO DEXTERPAY, INCLUDING WITHOUT LIMITATION: (I) ANY FAILURE, DELAY OR DECISION BY DEXTERPAY TO TAKE ANY ACTION; (II) UNAUTHORIZED USE BY ANY THIRD PARTY OF YOUR DEXTERPAY; OR (III) THE LOSS, THEFT, OR DELAYED NOTIFICATION OF ANY DEXTERPAY REWARDS (DEFINED BELOW). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SUCH EXCLUSIONS MAY NOT APPLY TO YOU.

16. Arbitration and Waiver of Class Action. YOU AND WE AGREE THAT THE SOLE AND EXCLUSIVE FORUM AND REMEDY FOR ANY AND ALL DISPUTES AND CLAIMS RELATING IN ANY WAY TO OR ARISING OUT OF THIS EULA, THE DEXTERPAY PRIVACY POLICY, AND/OR THE MOBILE APP SHALL BE FINAL AND BINDING ARBITRATION. YOU EXPRESSLY WAIVE AND GIVE UP ANY RIGHT TO BRING A CLASS ACTION, ACT AS A CLASS REPRESENTATIVE, OR SEEK TO JOIN

OTHER CLAIMS OF OTHER PARTIES, IN ANY ARBITRATION PROCEEDING. The foregoing shall not prevent us from seeking injunctive relief in a court of competent jurisdiction. Within thirty (30) days after either party has notified the other in writing that it is submitting a dispute to arbitration, one (1) arbitrator shall be chosen under the then current Rules of the American Arbitration Association (“AAA”) pertaining to consumer disputes (“Rules of the AAA”). The arbitration will be held in Linn County, Iowa, and will be conducted according to the Rules of the AAA. These Terms, the Privacy Policy and the arbitration shall be governed by the Federal Arbitration Act, and the laws of the State of Iowa without regard to its conflicts of law provisions. The arbitration award shall be by a written decision containing findings of fact and conclusions of law shall be final and binding and may be enforced by any court of competent jurisdiction. The party prevailing in the arbitration or other legal proceedings is entitled to recover its litigation costs, including reasonable attorney's fees. In no case shall the arbitrator be authorized to award costs and damages otherwise prohibited herein.

17. Contact Information. Any questions or disputes regarding this EULA or the Mobile App should be directed to [info@dexterpay.com](mailto:info@dexterpay.com).

## DEXTERPAY REWARDS TERMS & CONDITIONS

- General and Enrollment.** DexterPay Rewards is a program operated by Dexter Laundry, Inc. (together with its affiliates, “DexterPay”) and made available through participating independently owned laundromats. By establishing a DexterPay app account, you are automatically enrolled in the DexterPay Rewards program (“DexterPay Rewards”), and you acknowledge and agree to be bound by these DexterPay Rewards Terms & Conditions (the “Rewards Terms”), in addition to the Mobile Application End-User License Agreement and Terms of Service (the “EULA”) above. IF YOU DO NOT AGREE TO THESE REWARDS TERMS DO NOT PARTICIPATE IN DEXTERPAY. These Rewards Terms are a supplement to the EULA. To the extent these Rewards Terms are inconsistent or incompatible with the EULA, these Rewards Terms will supersede and prevail with respect to your use of DexterPay Rewards.
- Eligibility.** DexterPay Rewards is open to legal residents of the 50 United States of America, the city of Washington, D.C., Canada and Australia provided, however, that DexterPay may, in its sole discretion and for purposes of conducting “beta testing” or otherwise offering a test phase, limit enrollments using geolocation technologies in order to restrict enrollment to specific markets. DexterPay Rewards is intended for personal use only. DexterPay Rewards is not targeted toward, nor intended for use by, anyone under the age of 13. If you are between the ages of 13 and 18, you may only participate in DexterPay Rewards under the supervision of a parent or legal guardian who agrees to be bound by these Rewards Terms.
- How DexterPay Rewards Works.** DexterPay Rewards participants (“participants”) earn DexterPay Rewards benefits, or “Rewards,” based on the purchases for use of a washer or a dryer at participating DexterPay laundries. Rewards may only be redeemed at the DexterPay laundry where the Rewards were earned or, where permitted, at another laundry operated by the same owner or an affiliate (“Joint Program Affiliate”). Redemption of Rewards is subject to availability. Rewards may be redeemed in combination with other promotions, special offers, discounts or coupons. Qualifying orders begin earning Rewards upon the first presentation of a digital DexterPay Rewards account at the time of a qualifying transaction. Rewards will not be immediately available. Rewards are available only after completion and confirmation of electronic transfer of the funds which typically occurs after 2:00 A.M. based on the laundry’s location the day following the purchase. Rewards are not earned on authorization fees, minimum fees, or convenient fees.
- Earning, Tracking, & Redeeming Rewards.** You will begin earning rewards after your first qualifying purchase at a participating location. To earn Rewards for a qualifying order, you must successfully pay for your laundry using the DexterPay app at a participating location and the electronic transfer of funds must be completed and confirmed.

Rewards are issued by DexterPay on a periodic basis and may not be identified to you in advance. DexterPay and its independent laundromat owners have the sole discretion to determine the Rewards, including if and when the Rewards will be issued. Rewards are subject to change or substitution without notice. Number, type and frequency of Rewards are based upon several factors, including, without limitation, the frequency of use, the volume and type of use made, participation of independent laundromat locations, and DexterPay Rewards

usage. Some exclusions apply; purchases of DexterPay gift cards, taxes, tips, fees, and purchases with a dollar value less than \$1.00 are not qualifying orders and do not earn Rewards. If you cancel a qualifying transaction, that transaction will not be considered for purposes of earning any Reward. If the electronic transfer of funds relating to your purchase is not completed and confirmed for any reason, you will not earn Rewards on that purchase.

You can view and track qualifying orders and available Rewards by logging into the DexterPay mobile app and visiting the loyalty page.

Redeem any available Reward via the DexterPay mobile app at the DexterPay laundry where the Rewards were earned or, where permitted, at another laundry operated by a Joint Program Affiliate. Multiple Rewards may not be redeemed in the same transaction. Rewards expire if not used by the expiration date assigned to them. Redemption of Rewards is subject to availability of the selected Rewards at the time of redemption. The Rewards are not gift certificates. Rewards are promotional and have no cash value. Rewards may not be exchanged for cash, any cash equivalent or any other products, or combined with other discounts or coupons. DexterPay has no responsibility to retroactively apply Rewards or use of the DexterPay Rewards program.

5. Special Offers. In addition to Rewards, DexterPay may from time to time in its sole discretion make available to participants the ability to earn additional Rewards through special challenges or other promotions, or to earn other prizes or program benefits. The terms and conditions applicable to any such Rewards, challenges, promotions, prizes or benefits will be determined by DexterPay in its sole discretion and communicated to participants in conjunction with any such offers. Because any terms and conditions associated with any special offers under DexterPay Rewards may be different from or in addition to provisions of these Reward Terms, you should read any such special offer terms and conditions carefully before participating in any special offer.

6. Limitations, Restrictions and Other Terms. You have no ownership interest in any Rewards. Your DexterPay account and any accumulated Rewards are personal to you and may not be sold, transferred or assigned to, or shared with, family, friends or others, or used by you for any commercial purpose. Although you may have separate rewards balances for each participating laundry at which you have earned Rewards, you may have only one DexterPay account.

DexterPay determinations of participant eligibility or any questions or disputes arising under the DexterPay Rewards Program, these Rewards Terms or any other DexterPay Rewards program rules or restrictions shall be final and binding and not subject to challenge or appeal. Nothing in these Rewards Terms will limit DexterPay from exercising any rights or remedies it may have hereunder, at law, or in equity.

Without notice to you, DexterPay reserves the right to suspend or terminate any DexterPay account and/or your participation in DexterPay Rewards if DexterPay determines in its sole discretion that you have violated these Rewards Terms, or that the use of your DexterPay account is unauthorized, deceptive, fraudulent, unlawful, or intentionally subverts the purposes

of these Rewards Terms. DexterPay may, in its sole discretion, suspend, cancel or combine accounts that appear to be duplicative. In the event that your account or your participation in DexterPay Rewards is terminated, then all accumulated Rewards in your account are void and will be deemed forfeited. You are responsible for all activity on your DexterPay Rewards account.

Without notice to you, DexterPay reserves the right to cancel DexterPay Rewards in your account and/or terminate or suspend your DexterPay Rewards account in the event that no purchases are made with your DexterPay account for more than one year.

There are no membership fees associated with DexterPay Rewards, although use of online services in conjunction with participation in DexterPay Rewards programs may result in data charges, internet access fees, or similar expenses.

7. Changes to DexterPay Rewards. DexterPay reserves the right to change, update and/or discontinue, in whole or in part, DexterPay Rewards or any portion of the program, all or any portion of these Rewards Terms, and/or any policy, FAQ, guidelines or disclosures pertaining to DexterPay Rewards, at any time in its sole discretion and without advance notice to you or any other participants. Each participating laundry may change, update and/or discontinue, in whole or in part, its participation in DexterPay Rewards at any time in its sole discretion and without advance notice to you or any other participants. Unless otherwise specified, any changes or modifications will be effective immediately upon posting the revisions to our terms, and you waive any right you may have to receive specific notice of such changes or modifications. Such changes may affect previously accumulated Rewards. Your participation in DexterPay confirms your acceptance of these Rewards Terms and any such changes or modifications; therefore, you should review these Rewards Terms frequently to understand the terms and conditions that apply to DexterPay Rewards. If you do not agree to the revised Rewards Terms, you must stop using DexterPay.

8. SOLE REMEDY. ANY LIABILITY DEXTERPAY MAY HAVE TO YOU FOR ANY NEGLIGENCE, BREACH OF CONTRACT, OR OTHER CLAIM RELATING TO OR ARISING FROM DEXTERPAY REWARDS, IS LIMITED TO CREDITING YOUR DEXTERPAY REWARDS ACCOUNT WITH THE REWARDS DETERMINED TO HAVE BEEN EARNED BY YOU.