# EZ+ Rewards Terms & Conditions

Effective Date: March 30, 2022

PLEASE CAREFULLY READ THE FOLLOWING EZ+ REWARDS BEFORE ACCESSING OR PARTICIPATING IN THE EZ+ REWARDS PROGRAM. BY ACCESSING OR PARTICIPATING IN THE EZ+ REWARDS PROGRAM, YOU AGREE TO BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THE FOLLOWING TERMS, DO NOT ACCESS OR PARTICIPATE IN THE EZ+ REWARDS PROGRAM.

THE EZ+ REWARDS PROGRAM IS OUR WAY OF THANKING YOU FOR BEING A CUSTOMER AND FOR UTILIZING OUR PRODUCTS AND SERVICES. WE APPRECIATE YOUR LOYALTY AND INVITE YOU TO BE A PART OF THE EZ+ REWARDS FAMILY.

#### **APPLICABILITY**

These EZ+ Rewards Terms and Conditions ("Terms") apply to your access to and participation in EZ+ Rewards in the United States. EZ+ Rewards is offered by the U.S. operating subsidiaries and affiliated companies of EZCORP, Inc., doing business primarily under the trade names EZPAWN, Value Pawn and Jewelry, and USA Pawn and Jewelry (collectively, the "Company"). A Company Store Locator is accessible at: <a href="https://ezpawn.com/find-a-location/">https://ezpawn.com/find-a-location/</a>. While not all Company stores participate in EZ+ Rewards, we endeavor to offer the program across the vast majority of our stores. These Terms do not alter or amend any other agreement, product or services you may, now or in the future, access, purchase, use, enter into or otherwise participate in with the Company. EZ+ Rewards are intended for personal use only and any commercial use is prohibited. Wholesale businesses and purchases made with a tax exempt ID number are ineligible to participate in the rewards program and/or earn EZ+ points. You must be at least 18 years of age (19 years of age in Alabama) to participate in EZ+ Rewards.

## **PRIVACY**

We collect information about your use of EZ+ Rewards. The Company's Privacy Policy (<a href="https://www.ezcorp.com/privacy-policy/">https://www.ezcorp.com/privacy-policy/</a>) applies to use of EZ+ Rewards and is incorporated herein by reference. By participating in EZ+ Rewards, you provide your consent the Company to send electronic communications to you about your account, including by email, or other digital means. You can opt out of electronic communications by e-mailing our support team at <a href="mailto:support@ezplus.com">support@ezplus.com</a>. Opting out of electronic communications may prevent us from notifying you about promotional programs or other benefits that may otherwise beassociated with your EZ+ Rewards account.

# CHANGES TO TERMS AND EZ+ REWARDS; DISCONTINUATION OF EZ+ REWARDS

You agree that from time to time we in our sole discretion may provide updates and changes to these Terms, and the EZ+ Rewards program (including earning Points and Reward conversion). You also agree that we may post such updates and changes in our pawnshops, describe in other written materials, and post electronically online at <a href="https://www.ezplus.com">www.ezplus.com</a> or other website or electronic media applicable to EZ+ Rewards. You agree and understand that you may not receive specific notice or any update or changes, which may be effective immediately, and you waive any right to such notice. If you do not agree to such updates or changes, you must cease participating in EZ+ Rewards.

We reserve the right to discontinue or cancel EZ+ Rewards at any time in our sole discretion without notice to you.

#### **JOINING EZ+ REWARDS**

To join EZ+ Rewards and begin earning points ("Points"), visit a participating store and provide your phone number or email address. A Team Member will assist you with the in-store registration process. You also may elect to join EZ+ Rewards by visiting <a href="https://www.ezplus.com">www.ezplus.com</a> and following the prompts to create an account. You will be required to provide the following information:

- Email address
- Password

EZ+ members are automatically enrolled in EZ+ Rewards.

You may only have one EZ+ Rewards account and you are solely responsible for maintaining your current personal information within the account.

# **CANCELLING YOUR EZ+ REWARDS ACCOUNT**

You may cancel your EZ+ Rewards account by providing written notice to the Company via email to <a href="mailto:support@ezplus.com">support@ezplus.com</a>. Upon receipt of a written notice, your account will be cancelled, and all Points and Rewards will be automatically null and void. Further, if you cancel your EZ+ Rewards account, you also cancel your EZ+ account and no longer will be able to access your transactions through the EZ+ app.

## **EARNING POINTS**

You earn Points by transacting with the Company at our participating stores, as follows:

Transaction Type	Based on	EZ Points per \$1	Example
Pawn origination	Principal amount	1	If you enter into a new pawn transaction with a principal amount of \$100, you will receive 100 EZ Points
Pawn redemption	Total pawn service charges	2	If you pay \$50 in pawn service charges from origination to redemption of your pawn transaction, you will receive 100 EZ Points
Retail purchase of merchandise from us	Purchase price, excluding sales taxes	1	If you buy an item from us for \$100 (excluding sales tax), you will receive 100 EZ Points. Points are also earned on JVIP or PPP programs purchased with an item.
Sale of item to us	Purchase amount	1	If you sell an item to us for \$100, you will receive 100 EZ Points
Layaway Redemption	Purchase price, excluding layaway fees	1	If you redeem a layaway item with a purchase price of \$100, you will receive 100 EZ Points

Points are credited to your EZ+ Rewards account within 48 hours after the transaction has occurred. Points are not awarded in fractional amounts and the cost of each transaction will be rounded up to the nearest whole dollar amount for the purposes of Point conversion. Points are earned by the

customer consummating the transaction and are non-transferrable. Your Points are personal to you and cannot be shared, transferred, sold or assigned to any other person. Points are not earned for transactions in which payment is made with Rewards. If you split payment between you and another customer, you receive Points only for your portion of the payment. Points are earned on the sales price of layaway transactions; however, no points are earned for layaway fees or restocking fees.

From time to time, we may offer you additional opportunities to earn Points, such as through completion of surveys or participation in other programs or promotional event. The Company may also establish promotional events in which the number of Points earned is increased for certain transactions for certain limited periods of time. The number of Points earned for these Point opportunities may vary and certain conditions may apply. Check the materials or rules provided for details.

The Company reserves the right to change the number of Points earned per transaction at any time without notice to you (See CHANGES TO TERMS AND EZ+ REWARDS; DISCONTINUATION OF EZ+ REWARDS).

# **VOIDED TRANSACTIONS, RETURNS, AND EXCHANGES**

If you void a transaction on which Points are earned, the Company will deduct the Points earned from your account. If you return an item pursuant to the Company Return Policy, the Company will deduct the Points earned from your account for the purchase of the item. For purchases made with EZ+ Rewards, if you return the item pursuant to the Company Return Policy, EZ+ Rewards are credited to you in the form of a store credit slip. Items purchased with EZ+ Rewards may not be returned for cash. References to the Return Policy are to the policy in effect at the time of your purchase of the item, as evidenced on your payment receipt.

Any Points awarded by the Company in error or determined to have been earned in violation of these Terms, as determined by the Company in its sole discretion, will be deducted from your account.

# **POINTS EXPIRATION**

Points are automatically added to your EZ+ Rewards account within 48 hours of earning. Points automatically expire if there is no account activity (earning Points or redeeming Rewards) on your account for a period of twelve (12) consecutive months. Once expired, Points cannot be recredited to an EZ+ Rewards account.

## **NO CASH VALUE**

There are no enrollment, membership or participation fees associated with EZ+ Rewards. **Points and Rewards are promotional and cannot be redeemed for cash.** 

## REDEEMING POINTS FOR REWARDS

You must have earned a minimum threshold of 500 Points in order to begin converting Points to EZ+ Rewards. Upon meeting the minimum threshold, Points may be converted to EZ+ Rewards at an exchange rate of 1 Point to \$0.01 for payment associated with purchasing items, including the Jewelry VIP Program (JVIP) or the Product Protection Plan (PPP) program purchased with an item; provided, however, that a minimum of 500 Points and a maximum of 10,000 Points must be used for any single purchase transaction. Points and Rewards cannot be redeemed for cash.

The Company reserves the right to change the conversion rate of Points to Rewards at any time without notice to you (See CHANGES TO TERMS AND EZ+ REWARDS; DISCONTINUATION OF EZ+ REWARDS).

## **VIOLATION OF THESE TERMS**

If we determine in our sole discretion that you have violated these Terms or that the use of your EZ+ Reward account is unlawful, unauthorized or deceptive, we reserve the right to suspend or terminate your account and you participation in EZ+ Rewards and EZ+. You may have only one EZ+ Rewards account and we reserve the right to suspend, terminate or combine accounts that appear to us in our sole discretion to be duplicative. In the event that we terminate your account, all Points are null and void immediately upon termination. You are solely responsible for use or misuse of your EZ+ Rewards account. We are not liable for any theft, loss or unauthorized use of your EZ+ Rewards account and will not restore Points or Rewards in the event of theft, loss or unauthorized use.

## **AGREEMENT TO ARBITRATE DISPUTES**

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.

IF YOU ARE A U.S. RESIDENT (EXCLUDING ANY ACTIVE-DUTY MILITARY PERSONNEL OR THEIR DEPENDENTS), YOU ALSO AGREE TO THE FOLLOWING MANDATORY ARBITRATION PROVISIONS:

WE BOTH AGREE TO ARBITRATE: You and the Company agree to resolve any claims relating to these Terms through final and binding arbitration, except that, to the extent you have in any manner violated or threatened to violate the Company's intellectual property rights (for example, trademark, trade secret, copyright, or patent rights). Under such circumstances The Company may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Site, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.

**WHAT IS ARBITRATION:** Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced.

**ARBITRATION PROCEDURES:** The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Arbitration shall be initiated through America Arbitration Association ("AAA"). Any dispute, controversy, or claim arising out of or relating to these Terms shall be referred to and finally determined by arbitration in accordance with the AAA Consumer Arbitration Rules. If there is a conflict between AAA's Consumer Arbitration Rules and the rules set forth in this Agreement to Arbitrate, the rules set forth in this Agreement to Arbitrate will govern. To initiate arbitration, you or the Company must do the following things:

- (1) Write a demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered. A demand for arbitration may be submitted through AAA at www.adr.org.
- (2) Send one copy of the Demand for Arbitration to the Company by email at legal@ezcorp.com. Payment of all filing, administration and arbitrator fees will be governed by the AAA Consumer Arbitration Rules. Arbitration under this agreement shall be held in the United States county where you live or work, or any other location we mutually agree to. The arbitration may award on an individual basis the same damages and relief as a court (including injunctive relief). Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

**AUTHORITY OF ARBITRATOR:** The arbitrator will decide the rights and liabilities, if any, of you and the

Company, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Consumer Arbitration Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and The Company.

**NO CLASS ACTIONS:** You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.

WAIVER OF JURY TRIAL (EXCLUDING ACTIVE-DUTY MILITARY PERSONNEL AND THEIR DEPENDENTS): THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and the Company in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND THE COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING TO ACCEPT THIS AGREEMENT TO ARBITRATE.

**OPT-OUT OF AGREEMENT TO ARBITRATE:** You can decline this agreement to arbitrate by emailing the Company at legal@ezcorp.com and providing the requested information as follows: (1) Your Name; (2) Your Address; (3) Your Phone Number; (4) and clear statement that you wish to opt out of this arbitration provision in the Terms of Use. The Opt-Out Notice must be emailed no later than 30 days after the date you first accept the Terms of Use by using the website.

## **GOVERNING LAW**

Any dispute regarding these Terms or your access to or participation in EZ+ Rewards will be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law. Any dispute not subject to arbitration will be subject to the jurisdiction of the state or federal courts of Travis County, Texas.

## **SEVERABILITY**

If any provision of these Terms is held illegal or unenforceable by a court or arbitrator, such provision shall be severed and the remainder of these Terms shall remain operative and binding.

## **NOTICES**

Any notices provided to the Company herein shall be sent to EZ+ Rewards, 2500 Bee Cave Rd, Bldg. 1, Ste 200, Rollingwood, TX 78746, ATTN: Legal Department or via email at <a href="legal@ezcorp.com">legal@ezcorp.com</a>.