

# EnVision App

## Master Subscription Agreement for Participants

*Last updated on November 18, 2022*

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THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES AS A PARTICIPANT (END USER).

IT IS EFFECTIVE BETWEEN YOU AND US AS OF THE DATE OF YOU ACCEPTING THIS AGREEMENT.

This Agreement and its appendices affect your rights and constitute a legally binding agreement between each individual that signs up for the Program (“User” or “You”) or otherwise uses any of the Company Properties.

Please read these Terms and Conditions (“Terms and Conditions” or “Agreement”) and the appendices carefully. Appendices to these Terms and Conditions include:

- A End User (Participant) Additional Terms
- B Privacy Policy
- C EnVision App Referral Program Terms and Conditions

Under these Terms and Conditions, Organizational Performance Systems, Inc. (“OPS”, “Company” or “we”) provides the EnVision Application (“App” or “Program”) through [www.ops1.com/envision](http://www.ops1.com/envision) and related software applications (“Company Properties”) with the mission to empower households and help people in need break the cycle of generational poverty, attain socio-economic mobility, and enable various entities and institutions to provide support and rewards to those households and people.

BY ACCEPTING THIS AGREEMENT, EITHER BY CREATING AN ACCOUNT, BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO ALL TERMS AND CONDITIONS HEREIN. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS AND DO NOT WANT THE ASSISTANCE PROVIDED BY THE ENVISION APP, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.

### 1. CHANGES TO THE TERMS AND CONDITIONS

1.1. Company may at its discretion modify, update, add to, discontinue, remove, or otherwise change these Terms and Conditions at any time. Each such modification will take immediate effect upon notification to you. Company may provide you with notices of changes it deems significant, including those regarding changes to these Terms and Conditions, by email, regular mail, text message, in-app messaging, or other reasonable means now known or hereinafter developed.

1.2. Your continued use of the Company Property following any such notifications constitutes your acceptance of such modifications and your agreement to be bound by these Terms and Conditions. If you do not agree to any modification of these Terms and Conditions, your sole remedy is to discontinue your use of the Company Properties. The most current version of these Terms and Conditions will be available on our website and supersedes previous versions.

### 2. PROGRAM ACCOUNT

To become a User, you must be at least 18 years old and provide your email address and password for Company to create your Program account (“Account”). Your Account will be tied to an OPS ID that allows you to access certain services. Each User is limited to one Account. To use the Program features and for the Program to work as designed, it may be necessary for you to provide us additional information. Any and all information collected from you shall be subject to our Privacy Policy, Appendix B.

### 3. PROGRAM LICENSE

Subject to this Agreement, we hereby grant you a non-exclusive, non-transferable license (without the right to sublicense) to access and use the Company Properties for your use to access the Program(s). You agree that you obtain no rights other than the rights and licenses expressly granted in this Agreement. Company reserves the right to change, upgrade or discontinue the Program, any Company Property, and any feature of the Program or the Company Properties, at any time, with or without notice. All rights not expressly granted under this Agreement are reserved by Company or its licensors.

### 4. PROGRAM RESTRICTIONS

You agree that you will not, and will not permit others to: (i) damage, interfere with or unreasonably overload the Company Properties; (ii) introduce into the Company Properties any code intended to disrupt the Program; (iii) alter or delete any information, data, text, links, images, software, chat, communications and other content available through the Company Properties (collectively, “Content”); (iv) access the Program or the Company Properties by expert system, electronic agent, “bot” or other automated means; (v) use scripts or disguised redirects to derive financial benefit from Company; (vi) modify, reverse engineer, reverse assemble, decompile, copy or otherwise derive the source code of any Company Property for any reason; (vii) rent, sell or sublicense any of the Company Properties; (viii) provide any unauthorized third party with access to the Program; (ix) access or attempt to access confidential Content through the Company Properties; (x) interfere with the operation of the Program, including, but not limited to, distribution of unsolicited advertising or mail messages and propagation of computer worms and viruses; (xi) post any material in any form whatsoever on the Company Properties or within the Program that is defamatory, obscene or otherwise unlawful or violates any third party’s right of privacy or publicity; (xii) infringe any third party’s patent, copyright, service mark, trademark or other intellectual property right of any kind or misappropriate the trade secrets of any third party in connection with your use of the Program or the Company Properties; (xiii) engage in any activity that does not comply with applicable law and regulations or otherwise engage in any illegal, manipulative or misleading activity through the use of the Program; (xiv) use the manual or automated software, devices or other processes to “scrape,” “crawl,” “spider” or index any page of Content from the Company Properties.

### 5. PROGRAMS

5.1. Points and Rewards. We offer the ability for you (“Participant”) to earn points based on your actions, activities, and accomplishments in the Program.

5.2. Earning Points. In order to earn Points, Participant must register for an Account, be signed into the Program, and complete various actions and activities presented in the Program.

5.3. Redeeming Points. Points are redeemable for rewards (“Rewards”) provided by third party merchants and offerors (“Reward Providers”). Company may receive compensation from Reward Providers for posting their reward offers in the Program. Compensation received by Company may play a part in whether Reward Providers and their offers appear on our site, where they are placed, and how we display them in the Program. Participation in this Program and the opportunity to earn and redeem Points is offered at the sole discretion of Company and subject to your compliance with this Agreement.

### 6. REWARD POLICIES

A reward redeemed from any Reward Provider is governed by and subject to the applicable Reward Provider's policies, including applicable exchange and shipping policies. You agree that we are not agents of any Reward Provider and that all Reward Providers operate independently and are not under our control. Accordingly, your participation in offers or promotions of, or correspondence with, any Reward Provider is solely between you and that Reward Provider. We do not assume any liability, obligation, or responsibility for any part of such correspondence, offer or promotion, including, without limitation, the withdrawal or modification of any such offer or promotion. Company is not responsible for changes to, or discontinuance of, any Reward Provider, or for any Reward Provider's withdrawal from the Program, or for any effect on the accrual or use of Points caused by such changes, discontinuances, or withdrawals.

## 7. BONUSES POINTS AND OTHER REWARDS

Company may periodically offer bonuses or rewards for certain Participant activities and accomplishments registered in the Program, including the referral of new Participants to the Program. Participation in our Referral Program is limited to members located in the United States and Canada and is subject to our Referral Program Terms and Conditions, Appendix C. Both the referrer and the referee must be located in the United States or Canada in order to be eligible for a referral bonus or sign up bonus. All activities, accomplishments, bonuses, and rewards are subject to our review. Company reserves the right to withhold, deny, or cancel any bonuses and/or rewards and/or terminate your Account if Company, in its sole discretion, deems any bonuses and/or rewards as fraudulent, abusive, unethical, suspicious, or otherwise inconsistent with our Referral Program Terms, this Agreement, or any other applicable law or regulation. Company decisions are final.

## 8. POINTS VALUE AND REDEMPTION

8.1. Points are not your property and have no cash value. You can't transfer or move points unless expressly provided for in this Agreement. Additionally, points can't be transferred by operation of law, such as by inheritance, in bankruptcy, or in connection with a divorce.

8.2. Account Adjustments. In our sole discretion, we may deduct Points from Participant accounts to make adjustments for returns and cancellations with respect to Reward redemptions. Any such adjustments will be made in accordance with this Agreement and any applicable Company policies and terms. If you believe that an adjustment has not been correctly credited to your account, you must contact Company Member Services within sixty (60) days of the transaction. In addition, Company may make account adjustments for any Points that Company, in its sole discretion, deems as fraudulent, abusive, unethical, suspicious, or otherwise inconsistent with the Referral Program Terms, this Agreement or any other applicable law or regulation. Company decisions are final. Should you disagree with any adjustments made to your account, your sole remedy is to withdraw from the Program.

8.3. Taxes. Our fees, if any, do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with the rewards you redeem. For clarity, We are solely responsible for taxes assessable against us based on our income, property, and employees.

## 9. ACCOUNT MAINTENANCE

9.1. Updating Your Account. You agree to keep your Account information current, complete, and accurate by periodically updating the information through the Company Properties. You must be logged into your Account and enter your password to change your Account information. You may check your Account status, activities, accomplishments, and Points at any time via the Company Properties. You will maintain the confidentiality of your Account information, including username and password by which you access the Program. Any use of your username and password will be deemed to be your use, and Company is entitled to act on instructions received

under your password and is not responsible for any Points credits or debits made to your account by someone else who uses your password. If there is a breach of security through your Account, you will immediately change your password and notify us of such breach. You agree that, unless you have first notified us immediately of any such breach, we should assume that any instruction transmitted using your username and password is yours and has been authorized by you, and we will have no obligation to inquire into the propriety of such instruction.

9.2. General Account Activity. An Active Account means you must have engaged in one of the following activities within the past sixty (60) days: (i) updated your Account information, (ii) have entered an activity or accomplishment via the Company Properties, (iii) have redeemed your Points for Rewards, (iv) have accrued Points or (v) have logged in to your Account. Except where prohibited by applicable law, if you have not engaged in one of the activities in subsections (i)-(v) for more than sixty (60) consecutive days, Company reserves the right to close your Account, delete your accrued Points, and cease to maintain your Account records and Program access.

9.3. Participant Account Activity. Please see Appendix A, End User (Participant) Terms and Conditions.

9.4. Fraudulent Activity. We reserve the right to investigate any Points transactions, referral activity, or interaction with any Company Property that we believe, in our sole discretion, is abusing or has abused the Program. We reserve the right to rescind any Points, bar further Points awards and/or bonuses, and/or terminate any Member Account that we believe, in our sole discretion, is abusing or has abused the Program, including, without limitation, by engaging in a pattern of returning products after the corresponding Points have been credited or making fraudulent referrals by creating multiple Accounts. Multiple Accounts created under the Referral Program with the same name, address, email address or other identifying feature may be flagged as fraudulent referrals. Any failure to comply with this Agreement, any fraud or abuse relating to the accrual or receipt of Points, or any misrepresentation of any information furnished to Company by you or anyone acting on your behalf may result in the termination of your Account and forfeiture of any accrued Points. If Company has any reason to suspect fraudulent activity is associated with your Account, Company reserves the right to delay or withhold the awarding of Points. Any suspected or actual cases of fraud activity will be escalated and reviewed in accordance with our fraud process. Company decisions are final.

## 10. RECEIVING COMMUNICATIONS

By signing up to be a Member, you agree to receive communications and notices by electronic mail. Our communications may be account- and membership-related (e.g., that we've added Points to your account, that a Reward redemption has been made, as well as periodic reward-related emails that highlight coupons and special deals available to Participants and other types of Users. We may communicate with you regarding the Program by electronic mail or direct mail using information you provide to us. Your consent to receive electronic communications includes any notices or other information that we may be required by law to provide you in writing or otherwise. You agree to keep us apprised of your current email address should the same change after the date you become a Member. If you elect to provide us a mobile number, we may use it to contact you when you make account updates or for account recovery purposes. You may receive recurring messages from us during those account changes. Standard message rates apply, and carriers are not responsible for any delayed or undelivered messages. You may opt out of receiving certain communications in accordance with our Privacy Policy, Appendix B.

## 11. INFORMAL DISPUTE RESOLUTION

You agree to resolve disputes informally by submitting your requests through our Help Line. We will try to resolve any dispute informally by contacting you in writing via email. If a dispute is not resolved within 30 days of submission through this form, you may bring a formal proceeding per the provisions of Section 12 of this Agreement.

## 12. DISPUTE RESOLUTION BY BINDING ARBITRATION; CLASS ACTION WAIVER

12.1. Arbitration is a method of claim resolution that is less formal than a traditional court proceeding in state or federal court. It uses a neutral arbitrator instead of a judge or jury and the arbitrator's decision is subject to limited review by courts. You agree to arbitrate any and all disputes, claims, or controversies arising out of, in connection with, or relating to this Agreement, Company's business, any of the Programs or the Company Properties, and relationship with you, including any claims that may arise after the termination of this Agreement. This agreement to arbitrate includes any claims against Company's employees, agents, or any subsidiaries of Company.

12.2. All disputes concerning the arbitrability of a claim (including disputes about the scope, interpretation, breach, applicability, enforceability, revocability, or validity of this Agreement) shall be decided by the arbitrator. The arbitrator shall also decide whether any claim is subject to arbitration. You further agree that the U.S. Federal Arbitration Act and federal arbitration law shall govern the interpretation and enforcement of this agreement to arbitrate.

12.3. CLASS ACTION WAIVER: YOU AND THE COMPANY AGREE THAT BOTH WAIVE ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT. YOU ALSO AGREE THAT YOU MAY ONLY BRING A CLAIM AGAINST THE COMPANY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT OR REPRESENTATIVE PROCEEDING, CONSOLIDATED ACTION, OR PRIVATE ATTORNEY GENERAL ACTION. This means that you cannot seek to assert class or representative claims against the Company either in court or in arbitration and no relief can be awarded on a class or representative basis. The arbitrator also may not consolidate or join another person's claim with your claim or issue an order that would achieve the same result. You and the Company further agree that if the provisions of this paragraph, known as the "Class Action Waiver," are found to be unenforceable, it cannot be severed from this arbitration agreement and the entire provision compelling arbitration shall be null and void.

12.4. To the extent possible under local law, the arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules or pursuant to JAMS' Streamlined Arbitration Rules and Procedures ("Rules"). The Rules are available online at [www.jamsadr.com](http://www.jamsadr.com). The arbitrator is bound by the terms of this Agreement. You and the Company agree that whichever party brings a claim shall be responsible for all filing and arbitration fees. The exclusive venue for any dispute or issue arising out of this Agreement shall be held in Santa Clara County, California.

12.5. Notwithstanding any provision in this Agreement to the contrary, you agree that if we make any future, material change to this arbitration provision, you may reject any change by terminating your use of the Company Properties. Your decision to reject changes in a new arbitration provision, however, does not affect any prior arbitration provisions to which you have already agreed, which would remain in effect.

## 13. EXPORT CONTROL

Company Applications and their underlying information and technology may not be exported or re-exported into any country to which the U.S. has embargoed goods or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. You represent and warrant that you are not located in, under the control of or a national or resident of any such country or on any such list, and that you will otherwise comply with all applicable export control laws. If you are a U.S. government end user, we are licensing the Company Application to you as a "Commercial Item" as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights we grant you to the Company Applications are the same as the rights we grant to all others under this Agreement.

## 14. COMMUNITY STANDARDS

By participating in the Program, you are becoming a member of a community that depends on the goodwill and responsible behavior of each of our Users. Users are required to refrain from transmission or communication of images or text constituting ethnic slurs, obscenities, sexually explicit material, inflammatory or derogatory comments, or anything else that may be construed as harassing or offensive, which is targeted at the Program, the Company Properties, our employees, contractors or agents, Rewards Providers, or other Users. This includes communications by means of social media or other Internet posts that violate the above community standards or promote or encourage gaming or fraudulent behavior. Members who violate this provision, as determined by us in our sole discretion, may have their access to the Program suspended or terminated without prior notice.

#### 15. OWNERSHIP

All right, title, and interest in the Program, the Company Properties and the Content belong to Company or its licensors. Additionally, Company shall maintain all right, title, and interest in the “OPS” and “EnVision” marks and logos and any other marks, service marks, trademarks or logos of Company and its affiliates (“Company Marks”). Company Marks may not be used in connection with any product or service that is not Company’s or in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Company. You shall not by any means bid on any keywords with any search engine containing “OPS”, “EnVision” or anything substantially similar or any other Company Mark including, without limitation, OPS1.com, ops1.com/envision, ops1.com/envisionapp. You shall not mention or use Company in any ad text, extensions, or banner ads without the express written consent of Company. All other trademarks not owned by Company that are used in the Programs are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Company.

#### 16. INDEMNIFICATION

You agree to indemnify Company, our Reward Providers, community sponsors, service providers, mentors, coaches as well as their respective officers, directors, employees, successors, agents, and affiliates, for any and all claims, damages, losses, and causes of action (including attorneys’ fees and court costs) arising out of or relating to your breach of this Agreement or for any materials in any form whatsoever that are provided by you (or through your username and/or password). You agree to cooperate as fully as reasonably required in our defense and/or settlement of any claim. We reserve the right, in our reasonable discretion, to assume exclusive control over the defense and settlement of any matter subject to indemnification by you.

#### 17. WARRANTY DISCLAIMER

The Company’s reputation is built on providing useful and secure services. However, for legal purposes, we offer these services without warranties unless explicitly stated in specific additional terms. Therefore, the following disclaimer applies:

TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PROGRAM, CONTENT, SERVICES, AND COMPANY PROPERTIES ARE PROVIDED “AS IS” WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FOR EXAMPLE, WE DO NOT MAKE ANY WARRANTIES ABOUT THE CONTENT OR FEATURES OF THE SERVICES, INCLUDING THEIR ACCURACY, RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. FURTHER, COMPANY DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE QUALITY OR ACCURACY OF ADVERTISEMENTS FOR ANY PRODUCTS OR SERVICES OFFERED OR PROVIDED BY ITS AFFILIATE REWARD PROVIDERS, STORES, OR SELLERS IN CONJUNCTION WITH THE PROGRAMS.

#### 18. LIMITATION OF LIABILITY

18.1. Limitation of Liability. Both the law and this Agreement try to strike a balance as to what you or the Company can claim from the other in case of problems. That is why the law allows us to limit certain liabilities under these terms whether an action is based on a contract or tort and regardless of the theory

of liability. These terms only limit our responsibilities as allowed by applicable law. These terms do not limit liability for gross negligence or willful misconduct. Therefore, to the extent allowed by applicable law, the Company is liable only for its breaches of these terms.

THEREFORE THE COMPANY'S TOTAL LIABILITY WITH RESPECT TO ANY INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF (1) \$100 OR (2) THE AMOUNT PAID BY YOU IN THE 12 MONTHS BEFORE THE DISPUTE.

18.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL YOU OR THE COMPANY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES, GOODWILL, ANTICIPATED SAVINGS OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

## 19. TERMINATION OR SUSPENSION

This Agreement is effective when accepted by you and will remain in effect until you or we terminate your membership in the Program. We may terminate this Agreement and your use of or access to the Program at any time, for any reason or no reason. Any violation of this Agreement or the rules and conditions of the Program may result in the termination of your Account and forfeiture of pending or prior Points or other rewards. We may, in our sole discretion, at any time and without prior notice, discontinue, cancel, suspend, change, or limit access to all or any part of the Program or any functionality, feature or other component of any Company Property. You agree that Company will not be liable to you or to any third party for any modification, suspension, or termination of the Program or your access to any of the Company Properties. If you are dissatisfied with any aspect of the Program at any time, your sole and exclusive remedy is to cease participating in the Program. Upon any termination of the Program, your right to use and access the Program, and the Company Properties, and to receive Points and Rewards, will terminate. Termination will not prejudice either you or our remedies at law or in equity.

## 20. GENERAL PROVISIONS

20.1. Entire Agreement. These Terms and Conditions constitute the entire agreement between you and Company and govern your use of the Products or Company Properties superseding any prior agreements between you and Company with respect to the Products or Company Properties (including, without limitation, earlier versions of this Agreement that may have been accepted by you). Any representations, statements, or agreements made or entered into elsewhere, whether directly or indirectly, written, or oral or in advertising are not binding toward Company unless expressly confirmed in writing by Company to you. You may also be subject to additional terms and conditions that may apply when you use or purchase certain other services, affiliate services, third party content, or third party software.

20.2. Choice of Law. The validity, construction, and interpretation of this Agreement and the relationship between You and Company, including the rights and duties of the parties, will be governed by the laws of the State of California in the United States without regard to its conflict of law provisions. This shall not limit the protection afforded to you by provisions that cannot be derogated from by agreement by virtue of applicable law.

20.3. Interpretation. Headings under this Agreement are intended only for convenience and shall not affect the interpretation of this Agreement.

20.4. Waiver and Severability of Terms. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement is held to be invalid, such invalidity shall not affect the remaining provisions, except as otherwise stated.

20.5. Assignment. You may not assign, transfer, or otherwise dispose of your rights and obligations under this Agreement, in whole or in part, without our prior written consent, and any such assignment without such consent will be null and void. Company has the right to transfer, assign or otherwise dispose of these Terms and Conditions without Your consent.

## APPENDIX A

### OPS ENVISION APP END USER (PARTICIPANT) ADDITIONAL TERMS

#### 1. Important information about the program and these additional terms

In addition to the applicable General Terms and Conditions of the Master Subscription Agreement, these additional terms describe our responsibilities, your responsibilities, and how the EnVision Rewards program works. You agree that use of your account or any feature of the Program indicates your acceptance of these Terms.

In this appendix, the following words have special meanings:

- (a) "Agreement" means the Master Subscription Agreement and these Additional Terms.
- (b) "Program" means this EnVision Rewards program
- (c) "Account" means your profile that is linked to the Program
- (d) "We," "Us," "Our," and "OPS" mean Organizational Performance Systems, Inc. and its affiliates
- (e) "You" means you – the person responsible for the account and for complying with this agreement. Also "Authorized User", "End Users", and "Participant".
- (f) "Rewards" are products, services, and other offers that are made available to you by various third parties via the EnVision App.
- (g) "Reward Providers" are third party merchants and other offerors that offer Rewards via the EnVision App.
- (h) "Points" means redeemable points that you earn and accumulate for your activities and accomplishments within the EnVision App. Your points are accrued and tracked within the EnVision App. You may redeem your points for rewards, if any.

#### 2. How you can earn points

Participants may earn Points based on their actions, activities, and accomplishments in the Program. Examples of reward generating activities include those listed below and will be determined at the sole discretion of the Company:

- Registration in the Program
- Completing requested profile fields
- Logins
- Use of the Program
- Scheduling or committing to an action
- Action completion
- Third party verifications or attestation of action completion
- Use of points / Spending

We may offer you ways to earn bonus points through the program. Participants may earn bonus points for other activities and events including completing activities early or on time, referrals, anniversaries (e.g., birthday; start date) or other bonus programs that the Company may establish at its sole discretion.

#### 3. How you can use your points

You are responsible for how your points are used. You can use your points to redeem for any available reward options for which you are eligible based on the number of points in your account.

We may, from time to time, provide additional ways for you to use your points in addition to those described in this Agreement.

The placement of a reward at a certain reward levels in the Program is determined by Rewards Providers, not the Company.

To use your points, minimum and maximum amounts may apply.

Reward providers may require additional terms and conditions before you gain access to their offers. For example, if you redeem your points for a coupon offering 60% off a product's price, you will still owe the remaining 40% of the price.

Using your points for an offer does not entitle you to any remittance or compensation for the difference between what the offer allows and your ability to comply with it. For example, if you redeem your points for an offer of admission to a venue for a party of four people and you have three people in your party, you are not entitled to the fees related to the fourth person. Similarly, if you redeem your points for an offer of admission to a venue for a party of four people and you have more than four people in your party, you will be expected to pay the fees for the additional people.

Once points have been used, the transaction is considered final and may not be canceled unless otherwise noted.

For items that may be delivered to you, the amount of time it takes for delivery depends on the item. Some items can't be shipped to PO Boxes or foreign addresses. Delivery time is the responsibility of the Reward Provider, not OPS.

Applicable sales/use taxes, fees, surcharges, and shipping and handling charges are your responsibility.

#### 4. Redeeming points for products and services

All transactions involving the redemption of your points for products, services, or other offers are between you and the offering third party merchants and offerors (Reward Providers).

To participate, you may be required to authorize OPS to share information about your account with the third party. If so, we'll provide you with additional details as required by law.

Points will not be used without your permission. You select when and how many points are used each time you make a transaction with the third party. The EnVision App will deduct the number of points that you use from your points balance.

All returns and point refunds are subject solely to the policies of the third party.

**Products, services, or offers displayed in the EnVision App may not always be available and may change without notice at the sole discretion of the third party provider.**

Any additional terms, conditions, disclosures, or agreements provided by us related to the products, services, or other offers you obtain will be part of this agreement.

#### 5. How you could be prohibited from earning or using points

We may temporarily prohibit you from earning points or using points you've already earned if we suspect fraud, misuse, or other illicit activity. Examples include buying or selling points, selling or participating in the sale or exchange of items of value obtained through use of points by repeatedly opening or otherwise maintaining accounts for the purpose of generating rewards, manufacturing the use of points for the purpose of generating

additional points, or suspected misused, in any way of a third party merchant program with which points may be used under this program.

At our sole discretion, you may be permitted to begin earning and using points again when we no longer suspect fraud or misuse of the account or program.

#### 6. How you could lose your points

Your points don't expire as long as your account is active. However, you'll immediately lose all your points if your account status changes, or your account is closed, for any of the following reasons: failure to comply with this or other agreements you have with OPS, fraud, or misuse.

We won't reinstate points you lose unless we've made an error.

If your account is closed for any other reason, you'll have at least thirty (30) days from the date your account is closed to use your points, as long as you don't lose them for any of the reasons described in this agreement. If you don't use your points during that time, you'll lose them.

If we decide to cancel the program, you'll have at least thirty (30) days from the date we cancel the program to use your points, as long as you don't lose them for any of the reasons described in this agreement. If you don't use your points during that time, you'll lose them.

#### 7. Other important information you should know

We may assign our rights and obligations under this agreement to a third party, who will then be entitled to any of our rights that we assign to them.

We're not responsible for any disputes you may have with any third party reward provider.

OPS and its third party reward providers and their respective affiliates, directors, officers, employees, agents, or contractors make no representations or warranties, either express or implied, including, those of merchantability, fitness for intended use or a particular purpose and otherwise arising by law, custom, usage, trade practice, course of dealing, or course of performance. You release OPS, its third party service providers, and their respective affiliates, directors, officers, employees, agents, and contractors for all activity in connection with the program, including but not limited to, use of the program, and any redemption for or purchase of products or services through the program.

You agree to indemnify and hold OPS and its third party service providers and all of their respective affiliates, directors, officers, employees, agents and contractors harmless from and against any loss, damage, liability, cost, or expense of any kind (including attorneys' fees) arising from your or an authorized user's: use of the program, any fraud or misuse of the program, violation of this agreement and/or violation of any applicable law or the rights of any third party.

The merchants and third party service providers that participate in the program are not affiliated with us and are not sponsors or co-sponsors of the program. All participating merchant and third party service provider names, logos, and marks are used with permission and are the property of their respective owners. Participating merchants and third party service providers are subject to change without notice.

Participating merchants and third party service providers are responsible for the quality and performance of any products or services they provide. OPS is not responsible for any aspects of the products and services provided by participating merchants or third party service providers.

The program is void where prohibited by federal, state, or local law.

This agreement and use of the program is governed by federal law, as well as the law of California, and will apply no matter where you live or use the program.

We may enforce the terms of this agreement at any time. We may delay enforcement without losing our right to enforce this agreement at a later time. If any term of this agreement is found to be unenforceable, we may still enforce the other terms.

**APPENDIX B**  
**ORGANIZATIONAL PERFORMANCE SYSTEMS**  
**PRIVACY POLICY**

This policy details how data about you is used when you access our websites and services (together, "OPS") or interact with us. If we update it, we will revise the date, place notices on OPS if changes are material, and/or obtain your consent as required by law.

**1. Protecting your privacy**

- We take precautions to prevent unauthorized access to or misuse of data about you
- We do not run rewards, other than those posted by our users
- We do not share your data with third parties for marketing purposes
- We do not engage in cross-marketing or link-referral programs
- We do not employ tracking devices for marketing purposes
- We do not send you unsolicited communications for marketing purposes
- We do provide email proxy & relay services to reduce unwanted email
- We do not respond to "Do Not Track" signals

**2. Data we collect, use, and disclose**

Below is a list of all the types of data we may collect, where we get it, why we collect it and the categories of third parties to whom we disclosed it. We do not sell this data to third parties.

<b>Data type</b>	<b>Where we got it</b>	<b>Why collected</b>	<b>Disclosed to</b>
Names	User entry	Facilitating transactions and personalizing your use of OPS	Service providers
Email address	User entry	Account creation, user-to-user and OPS-to-user communications and combatting fraud/abuse	No one
Phone number	User entry	User-to-user communications, combatting fraud/abuse, personalizing your use of OPS	Service providers, Phone verification service providers
Mailing or street address	User entry	Account and post creation, OPS communicating with corporate users, facilitating transactions and personalizing your use of OPS	No one
Photos and other data you voluntarily provide, post on or send via OPS	User entry	Facilitating and personalizing your use of OPS	Other users that may view your profile
Saved searches, account preferences, favorite/hidden postings	User entry	Facilitating and personalizing your use of OPS	No one
HTTP browser cookie	User's browser, OPS web server	Facilitating and personalizing your use of OPS and combatting fraud/abuse	No one

Information about your device and browser such as device ID, browser version, operating system, plugins, geolocation	User's browser, mobile app	Facilitating and personalizing your use of OPS, combatting fraud/abuse, testing and evaluating user experience	No one
IP address	User's browser, mobile app, IP/geolocation providers	Combatting fraud/abuse	Agencies that help us combat fraud/abuse
Web page views, access times, HTTP headers	User's browser, mobile app	Combatting fraud/abuse	No one

We may share some or all of the above listed data in the following circumstances:

- to respond to subpoenas, search warrants, court orders, or other legal process
- to protect the rights, property, or safety of OPS users; OPS the company and our applications; or the general public
- at your direction (e.g. if you authorize us to share data with other users)
- in connection with a merger, bankruptcy, or sale/transfer of assets

### 3. Data we store

- We retain data as needed to facilitate and personalize your use of OPS applications, combat fraud/abuse and/or as required by law
- We make good faith efforts to store data securely but can make no guarantees
- You may access and update certain data about you via your account login

### 4. California Users

To learn more about the California Consumer Privacy Act and how it applies to you, please visit the [California Attorney-General's website](#).

**Right to know:** You have the right to request that we disclose the data we collect, use and disclose, and other information relating to data we collect about you. See the table above.

**Right to delete:** You have the right to request the deletion of data that we have collected from you, subject to certain exceptions.

**Right to non-discrimination:** You have the right not to receive discriminatory treatment for exercising the rights listed above.

You may submit a request to know or delete via [info@ops1.com](mailto:info@ops1.com).

Only you or someone you authorize to act on your behalf may make a request to know or delete your data. An authorized agent may make a request on your behalf by providing written permission signed by you.

We will need to confirm your identity before processing your request by asking you to log into your existing account (if you are a registered user) or by asking you for additional information, such as a government issued ID, to confirm your identity against information we have already collected.

### 5. International Users

By accessing OPS or providing us data, you agree we may use and disclose data we collect as described herein or as communicated to you, transmit it outside your resident jurisdiction, and store it on servers in the United States.

## **6. Contact**

If you have questions about our privacy policy and practices please email [info@ops1.com](mailto:info@ops1.com).

## APPENDIX C

### ENVISION APP REFERRAL PROGRAM TERMS AND CONDITIONS

These Referral Program Terms apply to the EnVision Referral Program (“Referral Program”) and govern the participation by members who refer (“Referrers”) and the individuals who are referred (“Referees”) by the Referrers.

Organizational Performance Systems, Inc. (“Company” or “we” or “us”) offers the Referral Program to our Users who are interested in referring friends, family, and others to sign up for the EnVision App.

#### 1. General

This Referral Program is only open to individuals located in the United States and Canada. These Referral Program Terms are in addition to any agreements between you and Company, including our Master Subscription Agreement and Privacy Policy (together, “General Terms and Conditions”), which you agreed to when you signed up for an account. The General Terms and Conditions are hereby incorporated by reference and shall apply to your participation in the Referral Program.

#### 2. Qualified Referrals

A Qualified Referral must:

- a. Be a natural person (i.e., no businesses, legal entities or pets) located in the United States or Canada
- b. Be a new user of the EnVision App
- c. Sign up to become a member using the referral link provided or other methods supplied by us that allow for proper tracking of referrals
- d. Consent to and comply with the General Terms and Conditions
- e. Engage with the App on a qualifying number of occasions within ninety (90) days from sign-up.

#### 3. Referral Program Bonus Points

Referrers may be eligible to earn referral bonus points for each Qualified Referral referred and Referees may be eligible for a sign up bonus when they become a Qualified Referral. Both the Referrer and Referee must be located in the United States or Canada in order for anyone to be eligible for any bonuses. Bonus amounts may change from time to time at our discretion. Earned bonus points will be displayed on the Referrer’s points account.

#### 4. Representations

By participating in the Referral Program, (i) as a Referrer, you represent and warrant that you have a personal relationship with your Referee(s) or otherwise have the necessary consents to submit their information to the Referral Program; and (ii) as a Referrer or Referee, you will comply with all applicable Company policies and terms, and any and all applicable laws, rules and regulations in your participation in the Referral Program.

#### 5. Restrictions

The following is a non-exhaustive list of activities that are not permitted and that will disqualify Referrers and Referees from earning Bonuses through the Referral Program: (i) self-referral; (ii) creating fake accounts, blogs, web pages, profiles, websites, links or messages; (iii) any bulk email distribution, submission, or distribution to strangers, or any other promotion that would constitute or appear to constitute unsolicited commercial email or “spam”; (iv) posting your referral link on any page that is not owned and controlled by you, including, but not

limited to, any merchant, Facebook, or forum page; (v) bidding on any keywords containing “OPS” or “EnVision” or common misspellings thereof; (vi) placement of our logos or mention of our trademarks or tradenames in any ad text, extensions or banner ads; (vii) paid advertising for the purpose of generating traffic directly to your referral link; (viii) misleading or attempting to mislead anyone in connection with the Referral Program, including, but not limited to, misrepresenting your relationship with us or posing as our representative in an official capacity; and (ix) taking any action or making any content that is disparaging or defamatory to us. Multiple accounts created with the same name, address, email address or other identifying feature may be flagged as fraudulent referrals.

#### 6. Reservation of Rights

We reserve the right to withhold, deny or cancel any Referral Bonuses and/or terminate your account if Company, in its sole discretion, deems any Referral Bonus as fraudulent, abusive, unethical, suspicious, or otherwise inconsistent with these Referral Program Terms, the General Terms and Conditions or any other applicable law or regulation. Our decisions are final.

#### 7. Termination

We reserve the right to suspend or terminate the Referral Program or to change these Referral Program Terms at any time and for any reason in our sole discretion.