

Terms & Conditions

These Terms and Conditions of Use, together with the End User License Agreement and Privacy Policy, and the rules, policies, terms and conditions set forth in, referred to and/or linked herein, all of which are incorporated herein by reference, are, collectively, the “Terms.” The Terms constitute a legal agreement between you (“you”) and Treads App, Inc. a Delaware Corporation (referred to in the Agreement as “Treads”, “we” or “us”). The Terms set forth the terms and conditions that govern the access or use by you, a person, of applications, websites, content, products, and services (the “Services”) made available by Treads. PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING, SUBSCRIBING OR USING THE SERVICES. The agreement between you and Treads to abide by the Terms is sometimes referred to herein as the “Agreement”.

Your access and use of the Services constitutes your agreement to be bound by the Terms, which establishes a contractual relationship between you and Treads. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you, and supersede content or information you read or have access to at other places, such as our website, emails, or applications. Treads may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason or no reason.

Supplemental terms may apply and will be disclosed to you. Supplemental terms include, but are not limited to, policies for a particular event, activity or promotion. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Service(s).

Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

Treads may amend or supplement the Terms from time to time. Amendments will be effective upon Treads’s posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service(s). Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as so amended or supplemented.

By accessing and using the Services, you represent and warrant that: (i) you are at least 18 years old, are at least of the legally required age in the jurisdiction in which you reside, and are otherwise

capable of entering into binding contracts; and (ii) you have the right, authority and capacity to enter into this Agreement and to abide by the Terms, and that you will so abide. Where you enter into this Agreement as a person as provided in this Agreement on behalf of a company or other organization, you represent and warrant that you have authority to act on behalf of that entity and to bind that entity to this Agreement. The Services are not available to anyone under 18 years of age, or to any individual whose account has been terminated. Your account may not be used for tire replacement, tire rotation and balancing, auto inspection, diagnosis, maintenance, repair, towing work, and/or other vehicle service-related work to be performed for another person.

Summary

This summary is intended to highlight key terms and conditions of a Treads subscription for your convenience and is not intended to be a substitute for reviewing the below terms and conditions in its entirety.

- Each tire subscription plan has a minimum payment agreement of 24 months, each tire replacement will reset the 24 month agreement.
- An oil change subscription plan has a minimum subscription agreement of 12 months, and includes up to 3 oil change services every 12 months.
- An alignment subscription plan has a minimum subscription agreement of 12 months, and includes up to 1 alignment service every 12 months.
- A wiper blade subscription plan has a minimum subscription agreement of 12 months, and includes up to 1 replacement set every six months.
- Each subscription plan will automatically renew on a month-to-month basis following the completion of your current subscription term unless canceled in accordance with these Subscription Terms.
- You may terminate this Agreement at any time subject to any applicable Buyout, as detailed in the table below and as permitted by Treads.
- To formally terminate this Agreement and to receive your final Buyout payment amount you must submit your request in writing to help@treads.app or through the Treads in-app messenger. You can also access this under the billing tab > view invoices and receipts > view payment summary.

- A \$165.00 installation fee is due at the time of scheduling any tire installation appointment and a \$25 per tire installation is due at the time of scheduling a damaged tire replacement.
- There is a late payment fee of \$10.00 for balances past due of the 7 day grace period, or as required grace periods and penalty amounts required by applicable law.
- A Treads subscription is non-transferable to new vehicles and/or vehicle owner.
- Regardless of title, registration and ownership of the vehicle, by subscribing and/or scheduling services to Treads you are agreeing to the full terms and conditions as outlined in this agreement.
- If your vehicle is sold, totaled by insurance or repossessed by lien holder you may terminate this Agreement at any time subject to any applicable Buyout, as detailed in the table below and as permitted by Treads or you may continue to make scheduled monthly payments until the 24 month term of your agreement is complete.
- When the tire's tread that comes in contact with the road has a tread depth of between 4/32" and 3/32" or less and you have an active subscription with Treads in good standing, you will be eligible to select a set of 4 brand new replacement tires.
- To be eligible for an early tire replacement prior to the completion of your minimum subscription period of 24 months you must have an active subscription in good standing for a minimum of 18 months or pay a prorated early replacement deductible equal to 18 months of your selected subscription plan.
- If you cancel within 24 hours of the scheduled start time for the Job or scheduled Service, or you and or your vehicle is not made available or accessible for the scheduled service, you will be charged for a \$50 cancellation fee.
- Availability for service appointments and tire inventory are not guaranteed and may vary by location Treads operates in.
- A restocking fee of \$50 will be charged if you fail to provide the accurate tire size and correct tire specifications for your vehicle.
- Your subscription benefits can be voided for various reasons such as but not limited to preexisting conditions, non repair of mechanical issues, customizations, extreme driving, etc.
- Treads will conduct a credit check, ID, employment and income verification for account eligibility.
- Late and delinquent payments can be reported to credit bureaus.

- Delinquent accounts will be submitted to collections, small claims or arbitration proceedings at the discretion of Treads' legal counsel.

The Services

The Services constitute a technology platform (referred to hereinafter as the "Treads Platform") that enables users of Treads's websites or mobile applications provided as part of the Services, or users of Treads generally but not limited to, to arrange, schedule, and perform a tire replacement, tire rotation and balancing, alignments, oil changes, vehicle inspection, diagnosis, maintenance, and/or repair service, and compare auto insurance policy quotes.

License

Subject to your compliance with these Terms, Treads grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the Applications or the website in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, subject to the Terms of this Agreement. Any rights not expressly granted herein are reserved by Treads.

Restrictions

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Treads; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

Ownership

The Services and all rights herein are and shall remain Treads's property. Neither these Terms or your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner Treads's company names, logos, product and service names, trademarks or service marks.

Your Use of the Services

In order to use most aspects of the Services, you must register for and maintain an active user Services account ("Account"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires you to submit to Treads certain personal information, such as your name, email address, address, vehicle information, and/or mobile phone number, and/or at least one valid payment method (e.g., a credit card). You agree to maintain accurate, complete, and up-to-date information in your Account. Your vehicle information may include without limitation the license plate number, VIN (Vehicle Identification Number), make, model, year, engine size, trim, tire size etc. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or Treads's termination of this Agreement with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Treads is not liable for any loss that you may suffer through the use of your password by others. You shall notify Treads immediately of any unauthorized use of your account or any other breach of security known to you with respect to Treads.

Communications between you and Treads . You expressly consent and agree to accept and receive communications from us, including via email, text messages, calls, and push notifications to the cellular telephone number you provided to us. By consenting to being contacted by Treads, you understand and agree that you may receive communications generated by automatic telephone dialing systems and/or which will deliver pre-recorded messages or ringless voicemails sent by or on behalf of Treads, its affiliated companies and/or Third Party Providers, including but not limited to:

operational communications concerning your User account or use of the Treads Platform or Services, updates concerning new and existing features on the Treads Platform, communications concerning promotions run by us or our Third Party Providers, and news concerning Treads and car services. You may opt out of receiving text (SMS) messages from Treads at any time by texting the word STOP from the mobile device receiving the messages. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services. You agree to our use of a service provider to mask your telephone number when you call or exchange text (SMS) messages with a Third Party Provider using a telephone number provided by us. During this process, we will receive in real time and store call data, including the date and time of the call or text (SMS) message, the phone numbers, and the content of the text (SMS) messages. You agree to the masking process described above and to our use and disclosure of this call data for its legitimate business purposes. Treads may send you confirmation and other transactional emails regarding the Services. We may also send you emails about services that we think might interest you (“Promotional Emails”). You can unsubscribe from Promotional Emails at any time by clicking unsubscribe in our email communications or contacting us.

Promotional Codes or Credits . Treads may, in its sole discretion, create promotional codes or credits that may be redeemed for Account credit, or other features or benefits related to the Services and/or a Third Party Provider’s services, subject to any additional terms that Treads establishes on a per promotional code basis (“Promo Codes”). You agree that Promo Codes and credits: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by Treads; (iii) may be disabled by Treads at any time for any reason without liability to Treads; (iv) may only be used pursuant to the specific terms that Treads establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. Treads reserves the right to interpret how the Promo Codes or credits will be used, or to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that Treads determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

User Provided Content . Treads may, in its sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to Treads through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions (“User Content”). Any User Content provided by you remains your property. However, by providing User Content to Treads, you grant Treads a worldwide, perpetual, irrevocable, transferable, unrestricted, non-exclusive, absolute, royalty-free license, with the right to sublicense, to use, copy, modify, transmit, reproduce, exhibit, disclose, display, transform, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Treads’s business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity. Further, Treads shall be free to use any ideas, concepts, know-how or techniques contained in such User Content for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products and/or services incorporating any User Content. You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant Treads the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor Treads’s use of the User Content as permitted herein will infringe, misappropriate or violate a third party’s intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Treads in its sole discretion, whether or not such material may be protected by law. Treads may, but shall not be obligated to, review, monitor, or remove User Content, at Treads’s sole discretion and at any time and for any reason or no reason, without notice to you.

Network Access and Devices . You are responsible for obtaining the data network access necessary to use the Services. Your mobile network’s data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services, Treads website

and Applications and any updates thereto. Treads does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

Scheduling a Job. To request an appointment with us or one of the Third Party Providers in our network (e.g., a “Job Request”), you may be asked to specify the following information: (i) the type of service that you think is required on your car, (ii) the location where you would like for the Job to be performed, (iii) the date and time that you would like for the Job to take place, and (iv) certain information about yourself, including your name, email address and/or phone number, all of which is subject to our Privacy Policy.

You agree to treat our employees and Third Party Providers courteously and lawfully, to provide a safe and appropriate working environment for them that is in compliance with all applicable laws and regulations.

Treads provides a communication platform, which allows you to schedule Services to be completed by Treads’s employees as well as to connect with Third Party Providers. Treads is not the employer of any Third Party Providers. You acknowledge that we do not supervise, direct, or control a Third Party Provider’s work or Services performed in any manner. A Third Party Provider provides services to you as an independent contractor, and is not an employee, joint venture, partner, agent, or franchisee of Treads for any purpose whatsoever.

Payment Terms

Billing. Upon registering for an account, you acknowledge that the Treads has one time service charges and recurring payments, and you accept responsibility for the full term of the subscription agreement and all recurring charges prior to cancellation. YOU ACKNOWLEDGE AND AGREE THAT TREADS MAY SUBMIT MONTHLY CHARGES WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU FULFILL YOUR PAYMENT OBLIGATION OR MAKE A CHANGE TO YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED

BEFORE Treads REASONABLY COULD ACT TO CHANGE YOUR PAYMENT METHOD, YOU MAY ALSO UPDATE THIS INFORMATION YOURSELF BY GOING TO THE BILLING TAB IN THE TREADS APP.

Subscription Fee changes. Treads may change the amount of the Subscription Fee in its sole discretion from time to time upon notice to You.

Payment. Treads shall automatically bill through a payment method linked to Your account on the Treads account for use of the Treads Services. By choosing to register for Treads, you agree to pay Treads all charges at the prices then in effect for any use of such Treads Services in accordance with the applicable payment terms and you authorize us to charge your chosen payment provider (your "Payment Method"). You agree to make payment using that selected Payment Method. Treads reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Treads will continue billing monthly until this Agreement is terminated. You are responsible for payment of all taxes in addition to the Subscription Fee.

Reaffirmation of Authorization. Your non-termination or continued use of Treads reaffirms that Treads is authorized to charge You for those Treads Services. We may submit those charges for payment and you will be responsible for such charges. This does not waive our right to seek payment directly from you. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when you initially selected to use the Treads Services.

Missed Payments; Automatic Retries

If we are unable to collect the payment on the scheduled date, we will try again. If that payment attempt also fails the missed payment will be added to the amount of the next scheduled payment. Please note, missed payments and unpaid debts are sent to debt collection and may impact your credit.

Late Payment Fee

If a payment is not paid by the due date in the Payment Schedule and remains unpaid for a period of seven (7) days after the due date (or such additional grace period required by applicable law), a late fee of \$10.00 will be imposed. The terms of this paragraph are subject to applicable state law.

Collecting Information About You

By using the Treads Services, you authorize Treads, directly or through third parties, to make any inquiries we consider necessary to validate your identity and to collect information about you in accordance with the Customer Identification Program (CIP) rules implementing Section 326 of the USA PATRIOT Act and our Privacy Policy. This may include asking you for further information that will allow us to reasonably identify you, requiring you to take steps to confirm ownership of your email address, phone number, address, date of birth, social security number or financial instruments, or verifying your information against third party databases or through other sources. We may also ask you for identifying documents to help us validate your identity, such as but not limited to a government issued identification. Treads reserves the right to close, suspend, or limit access to your account and/or the Services if we cannot obtain or verify this information.

Credit Report Authorization and Reporting

You expressly authorize Treads and each of Treads Bank Partners to obtain (for itself or on behalf of Treads or a Bank Partner) consumer reports from consumer reporting agencies about you (1) when you create a Treads Account, (2) periodically throughout the term of your subscription (including in the month following the month when you pay off or otherwise satisfy the agreement), and (3) from time to time in connection with any other services that we offer or that you may obtain from us, including, without limitation.

In each case you expressly authorize us and each Bank Partner to use such consumer report about you, and information derived therefrom, in connection with: (i) your subscription, including determining your eligibility, servicing or maintaining your subscription or account, verifying your

identity, verifying information you provide to Treads or a Bank Partner, and for collecting any amount you owe us or a Bank Partner or any of our respective successors or assigns; (ii) marketing, including pre-qualifications and other forms of marketing, for loans that may be provided by us or a Bank Partner and any other service we offer or you obtain from us or any Bank Partner through the Treads Services. (iii) our internal use, including statistical analyses and to develop, improve, analyze, study, and maintain products and services we or any Bank Partner offers or may offer through the Treads Services; and (iv) providing you with information or Treads Services, including information about your credit profile and delivering services upon your request. If you request offers or apply for multiple or additional subscriptions or an additional Treads Service, you further authorize us and our Bank Partners to share with each other information it has about you (including a consumer report), in order to determine your eligibility in connection with such offers or applications. You understand that Treads and/or any of its Bank Partners may report information about your subscription (such as on-time, late, and missed payments; any defaults; and the fact you paid off your agreement) to consumer reporting agencies, and that such information may be reflected in your credit report or other consumer reports about you.

Servicing and Collection

You agree to allow Treads to send you payment reminders from time-to-time. Notwithstanding whether you have consented or withdrawn your consent to the Treads click wrap agreement, you agree that payment reminders may take the form of any available communication, subject to applicable law. You also agree that if you fail to pay an amount owed to Treads pursuant to this Agreement or any other agreement you have with us or any Bank Partner, Treads may engage in collection efforts to recover such amounts from you. These collection efforts may involve contacting you directly, submitting your information to a collections agency, or taking legal action. FAILURE TO PAY MAY AFFECT YOUR CREDIT SCORE.

Tire Subscription Agreement Terms

Each subscription plan has a minimum subscription agreement of 24 months. Your Subscription will continue and automatically renew on a month-to-month basis following the completion of Your

Current Subscription Term as detailed in the table below unless canceled in accordance with these Subscription Terms. You may terminate this Agreement at any time subject to any applicable Buyout, as detailed in the table below and as permitted by Treads.

Subscription	Subscription Term	Buyout
Economy Subscription	24 months from the date of new tire installation by Treads. The subscription term renews upon the installation date of each new set of tires installed by Treads.	# of Months Remaining on the current Subscription Term Multiplied by Subscription Fee.
Standard Subscription	24 months from the date of new tire installation by Treads. The subscription term renews upon the installation date of each new set of tires installed by Treads.	# of Months Remaining on the current Subscription Term Multiplied by Subscription Fee.
Premium Subscription	24 months from the date of new tire installation by Treads. The subscription term renews upon the installation date of each new set of tires installed by Treads.	# of Months Remaining on the current Subscription Term Multiplied by Subscription Fee.
Performance Subscription	24 months from the date of new tire installation by Treads. The subscription term renews upon the installation date of each new set of tires installed by Treads.	# of Months Remaining on the current Subscription Term Multiplied by Subscription Fee.

Oil Change Subscription Agreement Terms

Each Oil Change subscription plan has a minimum subscription agreement of 12 months. Your Subscription will continue and automatically renew on a month-to-month basis following the completion of Your Current Subscription Term as detailed in the table below unless canceled in accordance with these Subscription Terms. You may terminate this Agreement at any time subject to any applicable Buyout, as detailed in the table below and as permitted by Treads. The subscription covers up to 3 oil changes every 12 months.

Qualifying Oil Changes and Oil Change intervals are subject to your vehicle mileage or time intervals specified by your vehicle manufacturer. Engine oil used is synthetic oil recommended by your vehicle manufacturer.

The subscription covers up to 6.5qts of oil per oil change. Additional oil will be billed at time of service. Not to exceed OEM recommendations. One vehicle per subscription. Each vehicle is subject to inspection to confirm eligibility for the Basic and Prime Subscriptions.

Pre Existing Conditions; Right to Refuse

Excessive oil change requests, excessive oil leaks, oil pan damage, drain plug damage can void subscription benefits or allow refusal of service as determined by Treads. Treads is not responsible for oil spills, drips and possible concrete stains before, during or after oil change.

Subscription	Subscription Term	Buyout
Basic Subscription	12 months from the date of your most recent oil change by Treads. The subscription term renews upon the completion date of each completed oil change by Treads.	# of Months Remaining on the current Subscription Term Multiplied by Subscription Fee.

Prime Subscription	12 months from the date of your most recent oil change by Treads. The subscription term renews upon the completion date of each completed oil change by Treads.	# of Months Remaining on the current Subscription Term Multiplied by Subscription Fee.
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Alignment Subscription Agreement Terms

Each Alignment subscription plan has a minimum subscription agreement of 12 months. Your Subscription will continue and automatically renew on a month-to-month basis following the completion of Your Current Subscription Term as detailed in the table below unless canceled in accordance with these Subscription Terms. You may terminate this Agreement at any time subject to any applicable Buyout, as detailed in the table below and as permitted by Treads.

The subscription covers up to 1 alignment every 12 months. One vehicle per subscription. Each vehicle is subject to inspection to confirm eligibility for the Standard and Elite Subscriptions. All alignment services are completed at a partner location and are not currently available for mobile servicing.

Pre Existing Conditions; Right to Refuse

Pre-existing conditions and mechanical defects such as but not limited to worn bearings, ball joints, and other wheel-suspension or worn steering parts may contribute to continued misalignment can void subscription benefits, or allow refusal of service as determined by Treads.

Subscription	Subscription Term	Buyout
Standard Subscription	12 months from the date of your most recent alignment service by Treads. The subscription term renews upon the completion date of each completed alignment by Treads.	# of Months Remaining on the current Subscription Term Multiplied by Subscription Fee.
Elite Subscription	12 months from the date of your most recent alignment service by Treads. The subscription term renews upon the completion date of each completed alignment by Treads.	# of Months Remaining on the current Subscription Term Multiplied by Subscription Fee.

Account Cancellation Process

You may terminate this Agreement at any time subject to any applicable Buyout, as detailed in the table(s) above and as permitted by Treads. To formally terminate this Agreement and to receive your final Buyout payment amount you must submit your request in writing to help@treads.app or through the Treads in-app messenger. Your Buyout payment including any outstanding late fees must be received by Treads prior to the account being terminated.

Tire Installation Fee

A \$165.00 installation fee is due at the time of scheduling any tire installation appointment a \$25 per

tire installation is due at the time of scheduling a damaged tire replacement. This will automatically be charged to your default billing method you select to use.

Subscription Transfer

Once tires are installed on your vehicle, or any oil change or alignments services have been completed your Treads subscription is non-transferable to new vehicles and/or vehicle owner. You may terminate this Agreement at any time subject to any applicable Buyout, as detailed in the table above and as permitted by Treads or you may continue to make scheduled monthly payments until the minimum term of your agreement is complete.

Vehicle Title, Registration and Ownership

Regardless of title, registration and ownership of the vehicle, by creating an account under your name, subscribing and or scheduling services to Treads you are agreeing to the full terms and conditions as outlined in this agreement.

Sold Vehicle; Totaled Vehicle; Repossessed Vehicle

If your vehicle is sold, totaled by insurance or repossessed by lien holder you may terminate this Agreement at any time subject to any applicable Buyout, as detailed in the table above and as permitted by Treads or you may continue to make scheduled monthly payments until the minimum term of your agreement is complete.

New Tires; Subsequent Replacement Tires

With the subscription to the economy, standard, premium or performance plan you may choose 4 brand new tires. Treads will provide tire suggestions based on your vehicle compatibility, product availability and subscription tier but the ultimate selection of subscription plan and tires is yours. When the tire's tread that comes in contact with the road has a tread depth of between 4/32" and 3/32" or less and you have an active subscription with Treads in good standing you will be eligible to

select a set of 4 brand new replacement tires. To confirm the tread depth a professional tire tread depth measurement will be required prior to replacement. After each new subsequent tire replacement your minimum subscription period of 24 months will reset.

Early Tire Replacement Deductible

To be eligible for an early tire replacement prior to the completion of your minimum subscription period of 24 months you must have an active subscription in good standing for a minimum of 18 months or pay a prorated early replacement deductible equal to 18 months of your selected subscription plan. Additionally, the tire tread depth must measure between 4/32" and 3/32" or less to be eligible to select a set of 4 brand-new replacement tires. To confirm the tread depth a professional tire tread depth measurement will be required prior to replacement. After each new subsequent tire replacement, your minimum subscription period of 24 months will reset.

All Wheel Drive; Damaged Tire Replacement

Each vehicle year, make and model has its own specifications. Drivers with an AWD vehicle should refer to their owner's manual for specific guidance on tire replacement. If no specific guidance is provided and there's more than 3/32nds difference in tread depth between your tire tread depth a new set of tires will be required. To confirm the tread depth a professional tire tread depth measurement will be required prior to replacement.

Service Appointment Cancellation; No Show; Reschedule Fee

You may cancel or reschedule your scheduled Service or Job at any time, subject to the following. If you cancel more than 24 hours before a scheduled Service appointment or Job, there is no cancellation fee. If you cancel within 24 hours of the scheduled start time for the Job or scheduled Service, or you and or your vehicle is not made available or accessible for the scheduled service you will be charged for a \$50 cancellation fee.

Service Appointment Availability; Limitations

Service appointments are offered on a first come first serve basis. We can not guarantee availability for service appointments. Availability is dependent upon the service network availability which can vary by location and can also be impacted by holidays and or weather. Installations, Rotations, Repairs and Oil Change Services are typically available Monday through Friday from 9 am to 5 pm and limited availability on Saturdays from 9 am to 1 pm.

Tire Inventory Availability; Limitations

Tire inventory and availability are not guaranteed and may vary by each location Treads chooses to operate in. There is no guaranteed availability for any specific brand or model of tire. Availability is dependent upon several factors including but not limited to the warehouse availability, manufacturer, supply chain or shipping disruptions. Tire availability will also change over time for several factors including but not limited to being discontinued by the manufacturer, therefore Treads can't guarantee future availability of any specific tire brand and model.

Restocking Fee; Incorrect Tire Size; Load Rating

If for any reason you fail to provide the accurate tire size required for your vehicle, which prevents your scheduled service from being completed and or requires your selected tires to be returned or exchanged, you will be charged for a \$50 restocking fee, if the tires were installed on your vehicle the restocking fee will be applied per tire.

Maintenance and Service

It is your responsibility to properly maintain the covered tires and perform scheduled maintenance in accordance with the operators manual of your vehicle and service scheduling notifications provided by Treads. Non maintenance could potentially void the benefits covered under your subscription at the discretion of Treads.

Mechanical Issues; Failure to Repair; Right to Refuse

It is your responsibility to address and correct any potential excessive tire wear that could be due to but not excluded to: incorrect wheel alignment, faulty suspension, a worn steering system, or an issue with the braking system or interference with vehicle components such as but not limited to fenders, exhaust, springs or other components. Failure to maintain or repair these will void the benefits covered under your subscription at the discretion of Treads.

Customizations; Premature Tire Wear; Right to Refuse

A Treads subscription does not support customized vehicles that cause premature tire wear that could be due to but not limited to: negative camber, positive camber, lowered suspension, lifted suspension or improper tire size selection. Premature wear due to vehicle customizations will void the benefits covered under your subscription at the discretion of Treads.

Pre Existing Conditions; Right to Refuse

It is your responsibility to notify Treads of any preexisting conditions that could cause excessive and premature tire wear or cause a safety issue pre or post installation. Ultimately Treads reserves the right to refuse installation or tire servicing and or cancellation of your Treads subscription if Treads finds the vehicle mechanically unfit.

Pre Existing Lugnut; Stud Damage; Right to Refuse

It is your responsibility to notify Treads of any preexisting conditions of any lugnut and or stud damage that would prevent Treads from completing any service. Ultimately Treads reserves the right to refuse installation or tire servicing and or cancellation of your Treads subscription if Treads finds the vehicle mechanically unfit. Treads may also require you to seek mechanical repair prior to installation or tire servicing.

Plasti Dipped; Spray Painted; Custom Painted Rims

Due to the lack of durability of Plasti Dipped, Spray Painted or Custom Painted Rims, Treads is not responsible for any including but not limited to chips, scratches, flaking or any other rim damage caused before, during or after the tire installation and or servicing of your vehicle.

Extreme Driving Exclusions; Right to Refuse

Certain driving behaviors are not supported under a Treads subscription including but not limited to: amateur or professional racing, tracking, drifting, burnouts, off roading or other extreme driving including using the tires improperly or in an abusive manner; not considered normal daily commuting. These driving styles will void the benefits covered under your subscription at the discretion of Treads.

No Returns; Refunds; Exchanges

No refunds, returns or exchanges are accepted after any tires have been installed on your vehicle.

Limitation of Coverage Areas

Treads subscription and services are available in limited geographic locations. By subscribing you understand and agree that if you are traveling, relocating temporarily or permanently outside of a Treads covered area this will have an impact on the availability of the subscription benefits and or services and does not change or alter your obligations under this agreement.

Account Termination; Agreement Violation

Termination by Treads. We may terminate this Agreement or terminate or suspend your right to use the Services at any time without reason, or with reason (including, without limitation, in the event that we believe that you have failed to make payment for the Service(s), or if we find that you have engaged in inappropriate and/or offensive behavior, or if you have violated any of the Terms) by providing you with verbal, written or email notice of such termination to the physical or email address

you have provided us, and termination will be effective immediately upon such notice. If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. When terminating your account, Treads may delete the account and all the information in it. You have no ownership rights to your account. **In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.**

Billing Dispute Fee

You also to resolve any disputes or billing issues directly with Treads or an appointed representative of Treads prior to contacting your financial institution, bank or credit card company so long as the transactions correspond to the terms indicated in this agreement. You will be responsible for a \$25.00 billing dispute fee per disputed transaction. If you dispute a payment you understand your Treads services will be suspended and any remaining balance due on your account will be due in whole.

Past Due Account; Service Suspension

If your account becomes past due 30 days or more access to services including but not limited to, tire installations, tire rotations, emergency roadside assistance, tire repair or tire replacements will be suspended until your billing is brought current, including late payment fees. **In addition to terminating or suspending your account, we reserve the right to take appropriate litigation to recover any amounts due.**

Collections; Past Due Account

If your account becomes Past Due by more than 90 days overdue your account will be submitted to collections. **In addition to terminating or suspending your account, we reserve the right to take appropriate litigation to recover any amounts due.**

Delinquent Account; Small Claims; Arbitration

If your account becomes delinquent by more than 120 days overdue your account will be charged off and submitted for small claims proceedings for any amount under \$5,000.00 and arbitration for any amount over \$5,000.00 as outlined in the terms below. **In addition to terminating or suspending your account, we reserve the right to take appropriate litigation to recover any amounts due.**

Road Assistance

This is not an automobile liability insurance contract or an insurance contract. For Immediate Service, Please Call 1-833-362-1480

GENERAL AGREEMENT

This is a motor club services contract between YOU, the purchaser of this contract, and the OBLIGORS for the individual identified on the registration page. Treads serves as the online retailer of the contract. Description of YOUR vehicle is required for purchase and subsequent usage of this roadside assistance plan.

This Contract, together with YOUR sales receipt, constitute the entire motor club contract. Treads will charge YOU the amounts agreed through the payment method selected by YOU in the online registration process. Benefits and dues are subject to change upon membership renewal. Service is available in all 50 states and the District of Columbia.

DEFINITIONS

“WE,” “US,” “OUR,” and “OBLIGOR” means Roadside Innovation Inc., 8609 Westwood Center Drive, Suite 810, Vienna VA 22182, in all states and jurisdictions except Alaska, Arkansas, California, Maryland, Massachusetts, Nevada, New Hampshire, New Mexico, North Carolina, Oklahoma,

Rhode Island, Utah or Wyoming, where the OBLIGOR is United States Auto Club, Motoring Division, Inc., 16150 Main Circle Drive, Suite 450, Chesterfield MO 63017.

The OBLIGORS are responsible to YOU for the covered services under this contract. Roadside Innovation Inc., and United States Auto Club, Motoring Division, Inc. will use Urgently, Inc. to provide such emergency roadside assistance and reimbursement services for plan participants unless otherwise noted.

“YOU,” and “YOUR” means the original purchaser of this contract as shown on the receipt provided at point of sale by the original purchaser to whom a digital membership card is issued.

“CONTRACT PURCHASE PRICE” means the amount paid by YOU for this motor club contract (including any applicable taxes and fees), as shown on YOUR receipt.

“COVERED VEHICLE” means YOUR vehicle(s) and any rental vehicle under YOUR name. WE only offer services for self-propelled vehicles; cars, motorcycles, vans, and small trucks (up to 10,000 lbs. Gross Vehicle Weight Rating), licensed, and used for private on-road transportation. This program will only provide services to YOU if the vehicle needing such services is being used for personal use only, and not commercial use. However, personal vehicles that are used for transportation network companies (ride-hailing, ride-sharing) are allowed under this program while being used for this commercial purpose. The following are also excluded from COVERED VEHICLE: taxis, tractors, boats, trailers, recreational vehicles and trucks, dune buggies, and vehicles used for competition.

“TERM” means the period of time in which the provisions of this contract are valid. This contract and related benefits are effective seventy-two (72) hours after purchase (unless otherwise noted) by YOU on the date shown on YOUR receipt and will expire at the end of twelve (12) months from contract purchase date. Treads may offer a shorter billing cycle. However, the allotment of benefits correspond to a twelve (12)-month TERM. Urgently will charge an additional non-refundable immediate service fee if emergency roadside services are requested before coverage takes effect.

“DISABLED,” or “DISABLEMENT” means the COVERED VEHICLE is unable to safely proceed under its own power either at a garage or driveway or any normally traveled public street, highway or parking area.

“GOA,” or “GONE ON ARRIVAL” means the disabled COVERED VEHICLE is not where represented or is gone when the service provider arrives.

WHAT IS COVERED

The primary purpose of this membership plan is to provide the services outlined below in common emergency situations related to the COVERED VEHICLE(S). Please call 1-877-377-2884 for roadside assistance.

In the event YOU, or an authorized driver of YOUR vehicle, needs assistance, WE agree to provide these services as applicable. At the time of service, YOU, or an authorized driver of YOUR vehicle, must be present and show photo ID.

YOUR COVERED VEHICLE(S) are entitled to four roadside (4) events per year for this annual plan. However, covered service will only be provided for one disablement for the same cause during any consecutive seven (7)-day period. Urgently will arrange on-demand service for a fee should YOU exhaust YOUR annual events allotment and require assistance prior to YOUR renewal date.

Please note that some services have additional restrictions as to the caps on dollar amounts specific to that service.

Emergency Roadside Assistance

Vehicle Towing Up to 10 Miles: Towing is provided up to 10-miles for the COVERED VEHICLE. Any additional expenses incurred beyond the 10-mile limit are YOUR responsibility, payable to Urgently,

Inc. Also, upon request, ride-hailing service (of Urgently's choice) will be dispatched to the disablement location. Any ride-hailing expenses beyond \$25 are the responsibility of YOU, payable to Urgently. Ride-hailing service is available for each towing event.

Flat Tire: Service is provided to change a flat tire with YOUR inflated spare on the COVERED VEHICLE. If no spare is available, the vehicle may be towed. Towing coverage terms and conditions then apply. Towing is considered an additional, second event.

Jump Start or Minor Roadside Adjustments to Start Vehicle: Service is provided to jump start a dead battery or make other minor roadside adjustments to start the COVERED VEHICLE. Service provider is not required to remain with the vehicle while the battery charges. Expenses for more extensive repairs, parts and labor are YOUR responsibility, payable directly to the service facility, and are not reimbursable. Additionally, if vehicle towing is required, towing terms and conditions apply. Towing is considered an additional, second event.

Lockout: Service is provided to gain access if the ignition key is lost or accidentally locked inside the COVERED VEHICLE. You will be required to present the service provider with proof of vehicle ownership. If Lockout service is attempted but unsuccessful, a tow may be required. If vehicle towing is required, towing terms and conditions apply. Towing is considered an additional, second event. If key replacement is required, WE may assist with sourcing a service provider on YOUR behalf.

Fuel Delivery: Provided the COVERED VEHICLE is out of fuel, a service vehicle will deliver up to 2 gallons of fuel to the customer's location, where allowed. The fuel itself is a covered benefit. If fuel delivery does not solve disablement, a tow may be required. If vehicle towing is required, towing terms and conditions apply. Towing is considered an additional, second event.

Winching: If a COVERED VEHICLE is in a ditch or stuck and accessible within 100 feet from a normally traveled roadway and conditions allow for the vehicle to be dislodged if stuck, dispatch coverage for winching is provided via one (1) truck and one (1) driver for up to thirty (30) minutes. Any expenses incurred beyond the coverage limit are YOUR responsibility, payable to Urgently, Inc.

If additional service is required for the vehicle after the Winch, it will be considered a second service event and subject to the terms and conditions of this agreement.

Roadside Assistance and Towing benefits combined are limited to four (4) events per contract TERM.

Roadside Reimbursement: If WE are unable to locate a service provider in the area of vehicle DISABLEMENT, YOU may locate a substitute service provider and submit a reimbursement request for consideration up to the amount it would have cost to provide the covered service under similar circumstances. To receive reimbursement, YOU must contact Urgently, Inc. first and receive an authorization number. YOU must submit the original receipt with authorization number along with YOUR name and address to: Urgently Membership Dept., Attn: Treads – Roadside Reimbursement, 8609 Westwood Center Drive, Suite 810, Vienna VA 22182. Approved reimbursement results in a reduction of remaining allowable service events.

Rental Vehicle Roadside Reimbursement: If YOU experience DISABLEMENT in a rental car and need assistance, YOU may pay out-of-pocket and seek reimbursement as part of YOUR membership. WE recommend YOU call Urgently but it is not required. YOU may submit a reimbursement request for consideration up to the amount it would have cost to provide the covered service under similar circumstances. To receive reimbursement, YOU must submit the original receipt with a copy of your rental car contract along with YOUR name and address to: Urgently Membership Dept., Attn: Treads – Rental Vehicle Roadside Reimbursement, 8609 Westwood Center Drive, Suite 810, Vienna VA 22182. Approved reimbursement results in a reduction of remaining allowable service events.

Key Replacement: Automotive Key Replacement reimbursement up to \$100 is available if YOU have a broken, stolen or lost ignition car key for YOUR COVERED VEHICLE. YOU may only utilize this benefit once per coverage period. Key Replacement coverage is effective sixty (60) days after vehicle enrollment date. Please send YOUR receipt to: Urgently Membership Dept., Attn: Treads – Key Replacement, 8609 Westwood Center Drive, Suite 810, Vienna VA 22182.

Trip Interruption: Trip Interruption is available for mechanical disablements and accidents which occur while driving the COVERED VEHICLE. The owner or authorized driver must be 50 miles or more away from their primary residence. Reimbursement consideration is for expenses incurred during the first three days following the disablement/accident. Reasonable expenses for food, lodging and alternate transportation such as a rental vehicle and/or commercial transportation are covered up to \$250 per day for a total \$750 maximum benefit. YOU may only utilize this benefit once per coverage period. Please send YOUR receipts tied to the COVERED VEHICLE to: Urgently Membership Dept., Attn: Treads – Trip Interruption, 8609 Westwood Center Drive, Suite 810, Vienna VA 22182.

Traffic Court Defense: Members will be reimbursed up to \$100 for his/her defense regarding traffic tickets. Traffic court defense claims are limited to once during YOUR membership period. For reimbursement, mail a copy of the ticket or accident report tied to the COVERED VEHICLE along with the bill from YOUR attorney to Urgently Membership Dept., Attn: Treads – Traffic Court Defense, 8609 Westwood Center Drive, Suite 810, Vienna VA 22182.

Auto Theft Reward: A reward of \$1,000 for information leading to the arrest and conviction of anyone who steals YOUR COVERED VEHICLE. Members, family members and law enforcement personnel are ineligible for this reward. The reward does not cover loss from vandalism or stolen contents. Auto theft reward claims are limited to once during YOUR membership period. For reimbursement, please have informants submit applicable police reports to Urgently Membership Dept., Attn: Treads – Auto Theft Reward, 8609 Westwood Center Drive, Suite 810, Vienna, VA 22182. Other documents may be requested as proof of YOUR claim. Be prepared to provide police reports and proof of the arresting conviction associated with the auto theft.

All requests for reimbursements must be postmarked within 60 days after the date of the event and must have occurred during membership tenure.

SERVICE VEHICLE TRACKING: Urgently, Inc. dispatch may provide the capability to YOU in the event YOU are a smartphone user. If YOUR smartphone has a HTML5 browser, YOU may be able

to see real-time tracking of the service vehicle en-route to YOUR location. This feature is initiated by US via text message to YOU and standard message and data rates will apply.

PROGRAM ELIGIBILITY: The program is limited to YOUR COVERED VEHICLE(S). WE only offer services for self-propelled vehicles; cars, motorcycles, vans, and small trucks (up to 10,000 lbs. Gross Vehicle Weight Rating), licensed, and used for private on-road transportation. This program will only provide services to YOU if the vehicle needing such services is being used for personal use only, and not commercial use. However, personal vehicles that are used for transportation network companies (ride-hailing, ride-sharing) are allowed under this program while being used for this commercial purpose. Taxicabs are commercial vehicles and are excluded from program eligibility. In addition to taxicabs, the following are also excluded from program eligibility: tractors, boats, trailers, recreational vehicles and trucks, dune buggies, and vehicles used for competition.

HOW TO OBTAIN SERVICE: If you have any issue for which one of the emergency services outlined above are necessary, please call US at 1-877-377-2884. When calling for service, please be prepared to provide your name, COVERED VEHICLE information, member number and location of disablement.

If YOU cancel your roadside assistance service event more than 20 minutes after YOUR initial request or YOU are GONE ON ARRIVAL, YOUR account entitlements will be reduced by one event. If you are GOA due to miscommunication of your disablement location, the reassignment of the original service provider or the dispatch of a different service provider will result in an additional event being reduced from your account entitlements.

Any questions regarding how to obtain service, reimbursements or any questions relating to customer service can be addressed to member@geturgently.com.

EXCLUSIONS FROM COVERAGE

This contract does not cover any of the following:

Service if the vehicle(s) covered under this contract is not directly involved in the service event request.

Towing or service while at an auto repair shop or service station to another location. This is considered auto transport, a non-covered event. WE may be able to provide service for an on-demand fee.

Towing or service on Restricted Roadways. Please contact law enforcement officials to manage the event. If WE are not then able to directly service the event, please follow the General Reimbursement guidelines as defined within this agreement.

Towing or service on roads not regularly maintained (including private property), or in areas not regularly traveled, such as vacant lots, beaches, open fields, or other places that would be hazardous for service vehicles to reach. This is considered a non-standard event. WE may be able to provide service however additional expenses may apply.

Immediate towing or service coverage if there are unsafe conditions for the service provider. Unsafe conditions involve ice, sleet, snow, mud, or other environmental conditions that may delay service until conditions improve. Unsafe conditions in direct proximity to the disabled vehicle may require a Winch in order for service to continue. If a vehicle requires another service beyond the Winch, it will be considered a second event.

Service when a vehicle is snowbound. WE do not shovel vehicles from unplowed areas, snowbanks, snowbound driveways, or curbside parking. It is YOUR responsibility to ensure the vehicle is accessible. WE may be able to winch in a snowy environment subject to the discretion of the service provider. If a vehicle requires another service beyond the Winch, it will be considered a second event.

Installation or removal of snow tires and chains during roadside service.

Towing or service if disabled vehicle is in a dangerous roadway location such as in or near a heavy traffic environment. Please contact law enforcement officials to manage the situation into a safe location. If WE are not then able to directly service the event, please follow the General Reimbursement guidelines as defined within this agreement.

Service if you are not with the vehicle. However, unattended service is allowable for Towing, Winch and Flat Tire. YOU do not need to stay with the disabled vehicle while waiting for Jump Start, Lockout, and Fuel Delivery service but must promptly meet the service provider upon their arrival. If YOU choose to leave YOUR vehicle, please do so safely. If YOU feel unsafe returning to the vehicle, the service provider will Tow or Winch to a safe location prior to YOUR required return. The Tow or Winch in this instance will count as an additional service event.

Vehicle storage charges, cost of parts and installation, products, materials, impounding, and additional labor relating to towing.

- Service requested for impounded or booted vehicles.
- Dismounting or rotating tires.
- Transportation for YOU to the vehicle for service.
- Charging a weak or dead battery for any period of time after a jump start event.
- Service of any kind on vehicles using dealer tags.

Immediate towing or service if the vehicle disablement or request for service arises due to or during fire, explosions, power blackouts, civil disorders, riots, acts of civil or military authority, acts of public enemy, war, interruption or failure of telecommunications or digital transmission links, acts of God or any other causes beyond Service Provider's reasonable control. WE will resume service as conditions allow. Immediate service during or shortly thereafter these conditions exist may be available but are considered non-standard. Thus, additional expenses may apply.

LIMITATION OF LIABILITY

WE and Urgently, Inc. will not accept responsibility for repairs or the availability, delivery or installation of parts including but not limited to car batteries, replacement keys, and tires. All parts used and services provided by the service facility must be authorized and paid for by YOU.

All authorized service providers are independent contractors and are not OUR agents or employees, therefore WE and Urgently, Inc. assume no liability for any damage to the vehicle resulting from the rendering of service or for personal items left in the vehicle. WE and Urgently, Inc. are not responsible for incidental or consequential damages as a result of any act of the vendor in rendering service requested by YOU, which includes but is not limited to any claims for personal injury or damage to property.

CANCELLATION

YOU may cancel this contract at any time. Cancellations are managed by Treads. Please include YOUR name, address, member number on the account and reason for the cancellation.

Benefits will end immediately and YOU will be entitled to a refund of the unused portion of the CONTRACT PURCHASE PRICE, calculated pro rata.

WE may elect to cancel YOUR membership for any reason at any time. Benefits will end immediately and YOU will be entitled to a refund of the unused portion of the CONTRACT PURCHASE PRICE, calculated pro rata.

TRANSFER

This contract is non-transferable. If vehicle ownership changes, please contact Treads and cancel this contract. Cancellation terms then apply.

STATE SPECIFIC AMENDMENTS

For Alaska, Arkansas, California, Maryland, Massachusetts, Nevada, New Hampshire, New Mexico, North Carolina, Oklahoma, Rhode Island, Utah or Wyoming; Obligor is United States Auto Club, Motoring Division, Inc., 16150 Main Circle Drive, Suite 450, Chesterfield MO 63017.

Notice to Wisconsin and Utah Residents

Renewals on Altered Terms or Nonrenewal of your auto club membership: Prior to the renewal of your auto club membership, we will email written notice to you explaining any changes in benefits or increase in membership fees (unless the fee increase is less than 25%). Any changes to your contract will not take effect until 60 days after notice to you is given. If we decide not to renew your membership, our benefits and services will continue until 60 days following your written notification of nonrenewal. Should you fail to pay your motor club membership fee, we will notify you in writing that your benefits will be suspended 10 days following such notification.

NOTICE TO WISCONSIN RESIDENTS

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE?

If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem. Roadside Innovation Inc., 8609 Westwood Center Drive, Suite 810, Vienna VA 22182

You can also contact the OFFICE OF THE COMMISSIONER OF INSURANCE, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the OFFICE OF THE COMMISSIONER OF INSURANCE by contacting:

Office of the Commissioner of Insurance

Complaints Department

P.O. Box 7873, Madison, WI 53707-7873

1-800-236-8517 or 605-266-0103

Road Hazard; Damaged Tire Replacements

Road Hazard Replacement only covers the new set of 4 tires you received by Treads through the subscription plan you purchased, and which is identified on your subscription account, and which were installed on your vehicle identified by year, make, model, and vehicle identification number (VIN) on your subscription. This Program is limited to the repair or replacement of Eligible Tires damaged by a road hazard as described below. Road Hazard Tire replacement claims are limited to 4 per active subscription term of 24 months.

Term of Road Hazard Coverage

This Program covers Eligible Tires during the term of your original subscription while that subscription is active, which commences on the date you purchase your subscription and shall persist until your original subscription ends or until any part of the Eligible Tire's tread that comes in contact with the road has a tread depth of 2/32" or less, whichever occurs first ("Coverage Term"). The Coverage Term for your original subscription ends upon the purchase of a new subscription.

WHAT IS ROAD HAZARD DAMAGE? Road hazard damage occurs when a tire fails as a result of a puncture, bruise, or impact break incurred during the course of normal driving on a road maintained by state or local authority. Nails, glass and potholes are the most common examples of road hazards. Road hazard does not cover vandalism, including but not limited to intentional or unintentional unrepairable tire damage, tire puncturing, or tire slashing.

Your Responsibilities

Including but not limited to keeping your subscription payments current and up to date, properly caring for and maintaining your tires, including ensuring tires are operated at proper inflation pressures. Use all reasonable means to protect your tires from damage including but not limited to not driving your vehicle when you are aware of vehicle damage or mechanical issues causing tire damage. Furnish such information as may be required, including but not limited to the Department of Transportation (DOT) number of the damaged tire. Incur only expenses which are authorized in advance. Some expenses may not be covered or reimbursed.

Vetting of Third Party Providers and Employees

Third Party Providers and Treads employees may be subject to an extensive vetting process before they can register for and during their use of the Treads Platform, including but not limited to, a comprehensive criminal background check, using third party services as appropriate.

Although we may perform background checks of Third Party Providers and employees, we cannot confirm that each Third Party Provider is who they claim to be and therefore, Treads cannot and does not assume any responsibility for the accuracy or reliability of identity or background check information or any information provided through the Treads Platform. When interacting with Third Party Providers or employees, you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with other persons whom you don't know. TREADS IS NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE TREADS PLATFORM, INCLUDING ANY THIRD PARTY PROVIDER, AND YOU HEREBY RELEASE TREADS FROM ANY LIABILITY RELATED THERETO. TREADS WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH YOUR USE OF THE TREADS PLATFORM.

Disclaimers

THE SERVICE AND PARTS ARE MADE AVAILABLE ON AN “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS” BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY. YOU USE THE SERVICES ENTIRELY AT YOUR OWN RISK. Treads DOES NOT PROVIDE, AND SPECIFICALLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY OF ANY KIND TO YOU OR ANY OTHER PERSON OR ENTITY, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES (I) OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (II) OF INFORMATIONAL CONTENT OR ACCURACY; (III) OF NON-INFRINGEMENT; (IV) OF QUIET ENJOYMENT; (V) OF TITLE; (VI) THAT THE SITE WILL OPERATE ERROR FREE, OR IN AN UNINTERRUPTED FASHION; (VII) THAT ANY DEFECTS OR ERRORS IN THE SITE WILL BE CORRECTED; (VIII) THAT ALL PRODUCTS AND SERVICES OFFERED BY TREADS OR OTHER PARTIES WILL BE AVAILABLE IN ALL MARKETS; OR (IX) THAT THE SITE IS COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE PLATFORM. Treads MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. TREADS DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS OR ANY SERVICES OR GOODS PROVIDED BY THEM. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

Limitations of Liability

YOU AGREE NOT TO HOLD TREADS (OR, ITS STOCKHOLDERS, ITS AFFILIATES, ITS LICENSORS, PARTNERS, MEMBERS, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS AND CONTENT PROVIDERS (COLLECTIVELY, “MEMBERS”)) LIABLE FOR ANY DAMAGES, EXPENSES, LOSSES, SUITS, CLAIMS, AND/OR CONTROVERSIES THAT HAVE ARISEN OR MAY ARISE, WHETHER KNOWN OR UNKNOWN, RELATING TO YOUR USE OF OR INABILITY TO USE THE TREADS PLATFORM, INCLUDING WITHOUT LIMITATION ANY LIABILITIES ARISING IN CONNECTION WITH THE CONDUCT, ACT

OR OMISSION OF ANY USER OR THIRD PARTY PROVIDER (INCLUDING WITHOUT LIMITATION STALKING, HARASSMENT, ACTS OF PHYSICAL VIOLENCE, AND LOSS OR DESTRUCTION OF PERSONAL PROPERTY), SERVICES, ANY DISPUTE WITH ANY USER OR THIRD PARTY PROVIDER, ANY INSTRUCTION, ADVICE, ACT, OR SERVICE PROVIDED BY TREADS OR MEMBERS, AND ANY DESTRUCTION OF YOUR INFORMATION. UNDER NO CIRCUMSTANCES WILL TREADS OR MEMBERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE TREADS PLATFORM OR ANY SERVICES OR MERCHANDISE, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN AN ACTION FOR CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST EARNINGS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, WHETHER OR NOT TREADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, TREADS AND MEMBERS SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF TREADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TREADS SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND TREADS'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT THIRD PARTY PROVIDERS PROVIDING CAR INSPECTION, DIAGNOSIS, MAINTENANCE, REPAIR, AND/OR TOWING SERVICES MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED. WHEN TREADS'S SERVICES ARE USED BY YOU TO REQUEST AND SCHEDULE VEHICLE INSPECTION, DIAGNOSIS, MAINTENANCE, REPAIR, AND/OR TOWING SERVICES WITH THIRD PARTY PROVIDERS, YOU AGREE THAT Treads HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATING TO VEHICLE INSPECTION, DIAGNOSIS, MAINTENANCE, REPAIR, AND/OR TOWING SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT TREADS OR MEMBERS ARE LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE AND TOTAL

LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR CAUSE OF ACTION, EXCEED THE AMOUNT INVOICED FOR SUCH JOB.

TO THE EXTENT THAT THE TREADS PLATFORM CONNECTS YOU TO A THIRD PARTY PROVIDER FOR THE PURPOSES OF PROVIDING SERVICES, TREADS WILL NOT BE RESPONSIBLE FOR ASSESSING THE SUITABILITY, LEGALITY OR ABILITY OF ANY THIRD PARTY PROVIDERS AND YOU EXPRESSLY WAIVE AND RELEASE TREADS FROM ANY AND ALL LIABILITY, CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO THE THIRD PARTY PROVIDER. TREADS EXPRESSLY DISCLAIMS ANY LIABILITY THAT MAY ARISE BETWEEN YOU AND THIRD PARTY PROVIDER IN YOUR USE OF TREADS PLATFORM. BECAUSE TREADS IS NOT INVOLVED IN THE ACTUAL CONTACT BETWEEN YOU AND THIRD PARTY PROVIDER OR IN THE COMPLETION OF ANY JOB, IN THE EVENT THAT YOU HAVE A DISPUTE WITH A THIRD PARTY PROVIDER, YOU RELEASE TREADS AND MEMBERS FROM ANY AND ALL CLAIMS, DEMANDS, OR DAMAGES (ACTUAL, DIRECT OR CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTE. THE QUALITY OF THE SERVICES SCHEDULED OR REQUESTED THROUGH THE USE OF THE TREADS PLATFORM IS ENTIRELY THE RESPONSIBILITY OF THIRD PARTY PROVIDER WHO ULTIMATELY PROVIDES SUCH SERVICES TO YOU. YOU UNDERSTAND, THEREFORE, THAT BY USING THE Treads PLATFORM, YOU MAY BE EXPOSED TO SERVICES THAT ARE POTENTIALLY DANGEROUS, OFFENSIVE, HARMFUL, UNSAFE OR OTHERWISE OBJECTIONABLE, AND THAT YOU USE THE TREADS PLATFORM, AND THIRD PARTY PROVIDER, AT YOUR OWN RISK. NOTHING IN THIS AGREEMENT OR THE TREADS PLATFORM CONSTITUTES, OR IS MEANT TO CONSTITUTE, ADVICE OF ANY KIND. IF YOU REQUIRE ADVICE IN RELATION TO ANY LEGAL, FINANCIAL OR MEDICAL MATTER YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL. BY USING THE TREADS PLATFORM, YOU AGREE THAT THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET OUT IN THIS AGREEMENT ARE REASONABLE. IF YOU DO NOT BELIEVE THEY ARE REASONABLE, YOU MUST NOT USE THE TREADS PLATFORM.

IF YOU ARE A THIRD PARTY PROVIDER, YOU AGREE THAT YOUR SOLE RECOURSE FOR PAYMENT FOR YOUR SERVICES, OR ANY OTHER DAMAGES YOU OR YOUR EMPLOYEES OR CONTRACTORS MAY SUFFER AS A RESULT OF PROVIDING SUCH SERVICES, IS AGAINST THE PERSON REQUESTING SUCH SERVICES, AND NOT AGAINST TREADS, AND YOU HEREBY INDEMNIFY AND HOLD TREADS HARMLESS AGAINST ANY SUCH CLAIMS FOR PAYMENT OR DAMAGES.

Treads Indemnification . You hereby agree to indemnify, defend, and hold harmless Treads and Members from and against any and all claims, losses, expenses, liabilities, damages or demands (including attorneys' fees and costs incurred), in connection with or resulting from, directly or indirectly: (i) your use or misuse of or inability to use the Treads Platform, and/or the Services, (ii) your violation of this Agreement, (iii) your violation of any applicable law or regulation; (iv) your violation of the rights of another (including but not limited to Third Party Provider), and (v) Your Information and content that you submit or transmit through the Treads Platform. Treads reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to your indemnification. You will not, in any event, settle any such claim or matter without the prior written consent of Treads.

Dispute Resolution

Disputes under \$5,000: For any Disputes that arise and where damages are less than \$5,000, the parties agree to resolve such Disputes in small claims court in Salt Lake City, Utah, without the need for arbitration. Disputes over \$5,000: For any Disputes that arise and where damages are \$5,000 or more you agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, "Disputes") will be settled by binding arbitration between you and Treads in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a single arbitrator appointed in accordance with such rules. The arbitration may be conducted electronically through Fairclaims or RapidRulings in accordance with their respective rules and procedures. Subject to any valid requirements of any applicable statute, any such arbitration shall be held in Salt Lake City, Utah or online via video conference. You acknowledge and agree that you and Treads are each waiving

the right to a trial by jury or to participate as a plaintiff or class in any purported class action or representative proceeding. Further, unless both you and Treads otherwise agree in writing, the arbitrator may not consolidate more than one person's claims (e.g., one individual's claims, one entity's claims), and may not otherwise preside over any form of any class or representative proceeding. Each party shall be responsible for its own attorney, expert and other fees, unless such fees are awarded by the arbitrator to the prevailing party. Notwithstanding anything to the contrary in this Section, to the extent you have in any manner violated or threatened to violate Treads's intellectual property rights, Treads may seek injunctive or other appropriate relief in any state or federal court in the State of Utah, and you consent to the exclusive jurisdiction and venue in such courts. The award rendered by the arbitrator shall be final and binding, and judgment may be entered upon it at any court having jurisdiction. The arbitrator shall have the authority to award temporary, preliminary and permanent injunctive and equitable relief in the arbitration. Any arbitration hereunder will be confidential.

Waiver of Class Action

You acknowledge and agree that you and Treads are each waiving the right to a trial by jury or to participate as a plaintiff or class in any purported class action or representative proceeding. Further, unless both you and Treads otherwise agree in writing, the arbitrator may not consolidate more than one person's claims (e.g., one individual's claims, one entity's claims), and may not otherwise preside over any form of any class or representative proceeding.

Other Provisions

General. You may not assign these Terms without Treads's prior written approval. Treads may assign these Terms without your consent to: (i) a subsidiary or affiliate of Treads; (ii) an acquirer of Treads's equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, Treads or any Third Party Provider as a result of this Agreement or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under

the law. Treads's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Treads in writing.

Governing Law. This Agreement and the relationship between you and Treads will be governed by the laws of the State of Utah, without giving effect to any choice of laws principles that would require the application of the laws of a different country or state.

Links to Other Websites and Display of Others' Brand Names or Logos. The Treads Platform may contain logos and/or brand names of third parties, and/or links (such as hyperlinks) to third-party websites. Such brands, logos, and links do not constitute the endorsement by Treads of those parties, sites or their content. They are provided as an information service, for reference and convenience only. Treads does not control any such sites, and is not responsible for their (1) availability or accuracy, or (2) content, advertising, or products or services. The existence of links on the Treads Platform to such websites (including without limitation external websites that are framed by the Treads Platform as well as any advertisements displayed in connection therewith) does not mean that Treads endorses any of the material on such websites, or has any association with their operators. It is your responsibility to evaluate the content and usefulness of the information obtained from other sites. Treads expressly disclaims any liability arising in connection with your use and/or viewing of any websites, others' brands or logos, or other material associated with links, logos or brand names that may appear on the Treads Platform. You hereby agree to hold Treads harmless from any liability that may result from the use of links that may appear on the Treads Platform.

Force Majeure. Any delay in the availability of the Service or the performance of any Job will not be considered a breach of this Agreement if such delay is caused by a fire, earthquake, flood, war, terrorist acts, governmental act, failure of common carriers (including Internet service providers), acts of God, or any other event beyond the control of Treads or Third Party Provider.

These Terms and Conditions may be updated from time to time without prior notice.