

FOXTROT REWARDS TERMS & CONDITIONS

EFFECTIVE DATE: June 7, 2025

PLEASE CAREFULLY REVIEW THESE TERMS & CONDITIONS.

Foxtrot's Rewards Program (the "Program") provides customers with access to certain benefits from time to time ("Benefits") at participating Foxtrot stores. The Foxtrot mobile application (the "App") facilitates the Program, and you can also use the App for transactions that are not part of the Program.

These Foxtrot Rewards Terms & Conditions, together with Foxtrot's Terms and Conditions (collectively, these "Terms") set forth the terms and conditions, including an Arbitration Agreement, applicable to the Program through the App and use of the App. In these Terms and Conditions, "you" and "your" refer to the person who has registered for the Program. "We," "us" and "our" refer to Further Point Acquisitions LLC, ("Foxtrot").

BY (1) PLACING AN ONLINE ORDER FOR DELIVERY, CAFE PICKUP, OR MARKET PICKUP VIA THE APP YOU AGREE TO BE BOUND BY THESE TERMS AND FOXTROT'S [PRIVACY POLICY](#). DO NOT PARTICIPATE IN THE PROGRAM IN THE APP IF YOU DO NOT AGREE TO THESE TERMS.

PLEASE NOTE THAT SECTION 8 OF THESE TERMS AND CONDITIONS CONTAINS PROVISIONS GOVERNING HOW TO RESOLVE DISPUTES BETWEEN YOU AND FOXTROT. AMONG OTHER THINGS, SECTION 8 INCLUDES AN AGREEMENT TO ARBITRATE DISPUTES, WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND US SHALL BE RESOLVED BY BINDING AND FINAL ARBITRATION. SECTION 8 ALSO CONTAINS CLASS ACTION AND JURY TRIAL WAIVER. PLEASE READ SECTION 8 CAREFULLY.

UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE AS SET FORTH IN SECTION 8: (A) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION; AND (B) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, THEN YOU MAY NOT PARTICIPATE IN THE PROGRAM. YOU ACKNOWLEDGE AND AGREE THAT WE MAY PROVIDE UPDATES, NOTICES, DISCLOSURES AND AMENDMENTS TO THE TERMS, ALONG WITH OTHER PROGRAM INFORMATION BY ELECTRONIC MEANS, INCLUDING BY POSTING SUCH INFORMATION AT FOXTROT.CO.COM. ACCORDINGLY, WE SUGGEST THAT YOU REVIEW THESE TERMS PERIODICALLY, AS THEY MAY BE UPDATED FROM TIME TO TIME.

1. PROGRAM QUALIFICATIONS

You must be at least thirteen (13) years of age and reside in the United States to register for the Program. Only Foxtrot consumers may register for the Program. To fully participate in the Program, you must download the App from the Apple App Store® or Google Play™ store and register your account. If you do not have the iOS versions of the app, then you may not be able to access certain benefits of the Program or activate certain Benefits or Offers.

2. CHANGES; MODIFICATIONS

FOXTROT MAY CHANGE, MODIFY, LIMIT, AND/OR ELIMINATE THE PROGRAM (OR ANY PORTION OF THE PROGRAM OR THESE TERMS OR ANY POLICY PERTAINING TO THE PROGRAM) FROM TIME TO TIME AND AT OUR DISCRETION. Without limiting the

foregoing, we may, to the extent permitted by law, amend these Terms and Conditions at any time by posting updated or revised Terms at foxtrotco.com/rewards/terms-and-conditions. Please check the Foxtrot Rewards Terms & Conditions and Foxtrot's Terms and Conditions frequently for any updates or revisions to these Terms. Unless otherwise indicated by us, any amendments shall apply to any transactions occurring on or after the effective date of the amendments. Except where prohibited by law, receiving or redeeming any Benefits or Offers after the effective date of any amendment shall confirm that you agree to such amendment. If you do not agree to an amendment, you must cancel your membership in the Program in accordance with Section 7 (OPTING OUT OF THE PROGRAM) below.

3. REWARDS COMMUNICATIONS

By registering for the Program, you agree to receive communications from Foxtrot, including emails and push notifications, regarding the Program and concerning offers and promotions that may be of interest to you.

If you opt out of receiving emails and/or decline to receive push notifications from the App, you may be precluded from participating in and receiving some or all of the Benefits of the Program. You are responsible for keeping your contact information up to date with Foxtrot; Foxtrot is not responsible for any Benefits or Offers lost as a result of changes in contact information.

4. DELIVERY COMMUNICATIONS

If you place a delivery order using the App, then you agree to receive non-marketing delivery communications from Foxtrot or its third-party service providers, including via text message, and calls to the cellular telephone number you provide at checkout. To opt out of receiving text messages regarding your delivery order, you can reply "STOP" from the mobile device receiving the messages. Standard data and message rates apply.

5. THE PROGRAM

The Foxtrot Rewards Program allows customers to accrue points through eligible purchases made via the App, subject to exclusions outlined in these Terms. For every 100 points earned, a member will receive one (1) reward ("Reward"). Each Reward may be redeemed for a single Benefit, subject to availability and other applicable restrictions described in these Terms. Once points are converted into a Reward, the Reward will be valid for a period of six (6) months from the date of issuance. Any Reward not redeemed within such six (6) month period will automatically expire and be forfeited without compensation or notice. Multiple Rewards may be redeemed in a single transaction, unless otherwise stated in these Terms or by Foxtrot at the time of redemption. Foxtrot reserves the right to determine eligible purchases and to modify the point accrual or conversion criteria at any time in its sole discretion.

****Certain exclusions apply.** For example, in-store purchases paid by means other than the App, guest checkouts on foxtrotco.com, and orders made via third-party services (e.g., UberEats) do not count towards the \$100 threshold. In addition, Benefit redemptions, gift card purchases (physical or electronic), online purchase other than via foxtrotco.com, digital gift cards, discounts, taxes, tips, delivery fees, bag fees, cup fees, and recycling deposits, are excluded and do not count towards the \$100 threshold.

6. BENEFITS INQUIRY

You may check for available Benefits via the Rewards section of the App

We are not responsible for any unauthorized access to your account or any unauthorized use of any Benefits or Offers. If you believe any such unauthorized access or use has occurred, you may notify us at support@foxtrotco.com. Upon receipt of such notification, we will help you to set up a new account, however, we will not reinstate Benefits or Offers that were redeemed by an unauthorized user of your account.

7. OPTING OUT OF THE PROGRAM

You may opt out of the Program at any time by canceling your Foxtrot account. Once you have canceled your account, you will no longer receive Benefits or Offers or credit towards the Foxtrot Rewards program. Additionally, you will not be able to redeem any available Benefits or Offers at the time of account cancellation.

8. ARBITRATION IF A DISPUTE ARISES ("ARBITRATION AGREEMENT")

SCOPE OF ARBITRATION AGREEMENT. Any legal dispute between you and Foxtrot concerning or arising out of the Program, including the App, your Foxtrot account, and/or the Benefits or Offers, including any other communications between you and Foxtrot, shall be resolved through binding individual arbitration unless you opt out of this Arbitration Agreement using the process explained below. You understand and agree that you are waiving your right to sue or go to court to assert or defend your rights. However, either you or Foxtrot may bring any individual claim in small claims court consistent with the jurisdictional and dollar limits that may apply, so long as it is brought and maintained as an individual claim.

RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT. You may opt out of this Arbitration Agreement within the first sixty (60) days after you register for the Program or sixty (60) days after any material change to these Terms and Conditions, as indicated by a new effective date of these Terms and Conditions, by sending a letter to Foxtrot at the address listed below. Your letter must include your printed name and mailing address, and the words "Reject Arbitration."

INFORMAL DISPUTE RESOLUTION. Either party asserting a dispute shall first try in good faith to resolve it by providing written notice as specified below to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party thirty (30) days to respond. Notice shall be made by first class or registered mail (a) to Foxtrot at the address below and (b) to you at the email address on file with Foxtrot. This informal dispute resolution requirement is a prerequisite to any arbitration; you and we must provide with any arbitration demand a copy of the notice of dispute and evidence of mailing.

HOW ARBITRATION WORKS. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules ("AAA Rules"), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA's website <http://www.adr.org>, or by calling the AAA at (800) 778-7879. In the event the AAA is unavailable or unwilling to hear the dispute, the parties shall agree to, or the court shall select, another arbitration provider. Unless you and Foxtrot agree otherwise, any arbitration hearing shall take place in the county of your residence. If you live outside the United States, any arbitration will take place in Chicago, IL. Except for a dispute determined by an arbitrator or court to be frivolous, brought in bad faith, or where the initiating party has failed to follow the pre-arbitration dispute resolution process above and/or has not included the notice of dispute and proof of mailing with the arbitration notice, Foxtrot will pay all filing, administrative, arbitrator and hearing costs and waives any rights it may have to recover an award of attorneys' fees and expenses against you.

WAIVER OF RIGHT TO BRING CLASS ACTION AND REPRESENTATIVE CLAIMS. All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the dispute with the same remedies available in court. You and Foxtrot also agree that each party may bring claims against the other in arbitration only in your or their respective individual capacity and in so doing you and Foxtrot hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration, to assert or participate in a private attorney general lawsuit or private attorney general arbitration, and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular cause of action, then that cause of action (and only that cause of action) must remain in court and be severed from any arbitration. This Arbitration Agreement survives the end of your participation in the Program, whether by cancellation, termination or otherwise.

GOVERNING LAW AND OTHER TERMS. This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act and other applicable federal law. To the extent state law applies to any aspect of these Terms and Conditions, or to any disputes and claims that are covered by the Arbitration Agreement, the law of the State of Illinois will govern. Except as set forth above, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Arbitration Agreement. Only the arbitrator is authorized to make determinations as to the scope, validity, or enforceability of this Agreement, including whether any dispute falls within its scope. However, the parties agree that any issue concerning the validity of the class action/representative waiver above must be decided by a court, and an arbitrator does not have the authority to consider the validity of the waiver.

9. DISCLOSURE OF INFORMATION TO THIRD PARTIES

We will only share your personal identification information in accordance with our Privacy Policy. Our Privacy Policy is located at <https://foxtrotco.com/legal/privacy-policy.html>.

10. REVOCATION AND TERMINATION OF ACCOUNT OR PROGRAM

Foxtrot reserves the right to cancel, terminate, suspend, or revoke your account at any time in our discretion, without prior notice, subject to applicable law. Upon cancellation, termination, suspension, or revocation of your account, you shall not be able to Participate in the Program or receive additional Benefits or Offers, and any available Benefits and Offers shall immediately expire.

Foxtrot reserves the right to cancel, terminate, or suspend the Program at any time in its sole discretion, with or without notice. Upon cancellation, termination, or suspension of the Program, you shall not receive additional Benefits or Offers and any available Benefits and Offers in your Account shall immediately expire. Upon cancellation, termination, or suspension of the Program, you will no longer be able to redeem any Benefits.

11. CONTACT INFORMATION

You may ask a question, request that we update your information, or submit feedback by contacting us at:

FURTHER POINT ACQUISITIONS, LLC,
Attention: Foxtrot Rewards Program Customer Service
444 N. Wells St., Suite 305, Chicago, IL 60654

Customer Service: email support@foxtrotco.com.