

Une Femme Loyalty Program Rules

1. Important information about the program and this agreement

This agreement, the Une Femme Loyalty Program Rules (“Rules”) apply to loyalty program related to your use of the Une Femme Mastercard credit card (“Une Femme Card” or “Card Account”), powered by Power Finance Inc. (“Power”), and issued by Lewis & Clark Bank, Member FDIC (“Bank”). This document describes how the Une Femme Card Loyalty Program (“Loyalty Program” or the “Program”) works.

The Rules are an agreement between you, the person to whom the Card was issued (“Accountholder” or “you”), and Une Femme, together with its affiliates, assigns, and service providers, including Power (collectively, Une Femme, “we”, “our”, or “us”). Bank is not party to, nor has any liability to you under, these Rules, and the services provided hereunder by us are independent of services provided by Bank to you.

You agree that your use of the Une Femme credit card or any feature of this Program constitutes your acceptance of these Rules.

THESE RULES ALSO INCLUDE, AMONG OTHER THINGS, A BINDING ARBITRATION PROVISION THAT CONTAINS A CLASS ACTION WAIVER. PLEASE REFER TO **SECTION 20** BELOW FOR MORE INFORMATION.

2. Modification of These Rules

Une Femme reserves the right to modify these Rules at any time. Une Femme will provide you with notice of any material changes at least 30 days in advance. Une Femme will also post the revised Rules on its website, <https://unefemmewines.com/pages/credit-card>, and date the Rules with the last day of revision. All changes shall be effective upon posting. Une Femme may provide you with a notice of any such revisions through the Une Femme application or by emailing you at the email address that Une Femme has on file for you. Your continued participation in the Loyalty Program after any change to these Rules constitutes your agreement to be bound by any such changes.

Une Femme further reserves the right to suspend or terminate your use of the Loyalty Program at any time for any reason in Une Femme’s sole discretion, including, but without limitation, if you (i) violate any Program Agreement (defined below); (ii) violate the Cardholder Agreement, including by failing to make the total minimum payment by the payment due date shown on your statement; (iii) act in a manner inconsistent with applicable laws; (v) engage in any misconduct or wrongdoing in connection with your Une Femme Card, the Loyalty Program, or other services offered by Une Femme;

structure Une Femme Card purchases or conduct Une Femme Card transactions to manufacture spend; or (vi) engage in any fraudulent or inappropriate use of your Une Femme Card that is outside the typical usage of a credit card.

3. Program Overview

As a Une Femme Card Accountholder, you are automatically enrolled in the Une Femme Loyalty Program and will be awarded points (“Points”), which you can then redeem for a statement credit. Additional points may be awarded to you through qualifying transactions as described below.

4. Eligibility

The Program and its benefits are offered at our sole discretion and to fully participate you must be an Accountholder in Good Standing. Your Card Account is in “**Good Standing**” as long as you fully comply with these Program Rules, your Une Femme Mastercard Credit Card Cardholder Agreement (“Cardholder Agreement”) (as may be amended from time to time), disclosures agreed to as part of opening your Une Femme Card (including, as applicable, the Privacy Policies, Truth in Lending Disclosure, and Risk-Based Pricing Disclosure) and Arbitration Agreement (collectively, the “Program Agreements”). At any time your Card Account is not in Good Standing, we may in our sole discretion permit you to make transactions, temporarily suspend your ability to make transactions, or close your Card Account. If your Card Account is not in Good Standing and we permit you to make a transaction(s), you will continue to be awarded Points; however, you will not be able to redeem any Available Points until your Card Account returns to Good Standing. If your Card Account is not in Good Standing and we temporarily suspend your ability to make a transaction(s), you will not be awarded Points and you will not be able to redeem any Available Points until your Card Account returns to Good Standing. If your Card Account is closed by us because it is not in Good Standing or for any other reason, or if your Card Account is closed by you, you will forfeit any Points, including unredeemed Available Points and Points for transactions that have been made but have not yet been credited to Available Points balance.

5. When and how you will be awarded Points.

You’ll be awarded Points on purchases of products and services, minus returns or refunds (collectively, the “Qualifying Transactions”), made with a Une Femme Card by you or an authorized user of the account. Buying products and services with your Une Femme Card, in most cases, will count as a Qualifying Transaction; however, the following types of transactions won’t count and won’t earn Points:

- balance transfers
- cash advances or cash-like transactions

- traveler's checks
- foreign currency
- money orders or wire transfers
- lottery tickets, casino gaming chips, race track wagers, or similar betting transactions
- interest
- pending, unauthorized, or fraudulent charges
- fees of any kind, including an annual fee, if applicable

Any Une Femme Card transaction conducted or effectuated while you are in default of the Cardholder Agreement does not qualify as a Qualifying Transaction, unless otherwise permitted by us. We reserve the right to determine, in our sole discretion, whether a particular transaction is a Qualifying Transaction.

6. You'll earn:

- 3X points on qualifying Une Femme purchases
- 2X points on select merchants including: Bars, Restaurant, Taxi and RideShare, Cosmetic Store, Health and Beauty Spas, and Charities*
- 1X points on all other qualifying purchases

From time-to-time, we may introduce promotions to allow you to receive Points in additional ways. All other promotions will be subject to any additional terms and conditions specified in the terms of the promotional offer and these Rules, unless explicitly stated otherwise.

*Reward Merchant Classification Codes: Merchants who accept Mastercard are assigned a merchant classification code ("MCC"), which is determined by the merchant or its processor in accordance with Mastercard. We are not responsible for the assignment of MCCs or incorrectly coded purchases. Even though a merchant or some of the items it sells may appear to fit within a certain rewards category, the merchant may not have a MCC in that category.

7. Point Value

You'll earn 1 Point for every dollar you spend.

Points are non-transferable and cannot be redeemed by anyone other than the Cardholder. Additionally, Points have no cash value and are not your property, until they are actually applied to your Card Account. Points may not be transferred or assigned to any other party, and any attempt to do so shall be void and of no legal effect. The sale or barter of any Points, other than by us, is expressly prohibited.

8. Foreign Currency Transactions.

You can also benefit while traveling. When you make a Qualifying Transaction in a foreign currency, the number of Points awarded will be determined using the exchange rate determined by the payment network (Mastercard).

9. When and how you can use your Points.

Points for Qualifying Transactions made during a billing period become available for redemption after the transaction has settled and when they are added to your available Points balance ("Available Points"). We may round the number of Points awarded based on Qualifying Transactions up or down in a manner determined at our sole discretion. For any given billing period, the amount of Points added to your balance is based on the net dollar amount of Qualifying Transactions made during the previous billing period. If the net dollar amount of your Qualifying Transactions is negative for a billing period, Points will be deducted from your Available Points and may result in a negative Available balance. Any Points you subsequently accumulate may be added to bring your balance back to 0 before increasing again. Note that while Points awarded during a billing period will typically become Available Points once the transaction has settled, there may be delays.

You can redeem your Points through an account statement credit. Once you request to redeem your Points, you cannot cancel or otherwise revoke the request. We reserve the right to reject any redemption request if we cannot verify your identity or account information.

10. Redemption for an account statement credit:

- Log in to your online Card Account via Une Femme's website to request to redeem your Points for a statement credit.
- While the statement credit will reduce your balance, you are still required to make at least your minimum payment each billing period.
- There is no minimum number of Points you are required to redeem in order to receive a statement credit; however, you are unable to redeem Points that are worth less than one cent.

- You may only redeem for a statement credit up to the amount of your current balance. That is, a statement credit redemption cannot result in your card having a credit balance (that is, a balance less than zero).

11. Points accumulation limits.

There is no annual or lifetime maximum on the number of Points you can be awarded.

12. Points Activity.

Our processing platform serves as the final record of your Points activity. This includes the number of Points you have available for redemption, the number of Points you've redeemed, and the number of Points you will be awarded on Qualifying Transactions.

13. Audits.

We reserve the right to audit the Account holder's Card Account for compliance with these Program Rules. In the event that the audit reveals discrepancies, the processing of Points may be delayed until such discrepancies are resolved.

14. Other Conditions.

You acknowledge that the Program is a promotional program as to which no consideration has been paid to you. Unless and until you redeem Points in accordance with these Program Rules, no right, title, or interest in the Points has been conveyed. You consent and authorize us, our affiliates, or any non-affiliated third parties with whom we contract to manage the Program to share information about you and the Program, as necessary, to effect, administer, enforce, service, or fulfill the terms of the Program. The Program is void where prohibited by federal, state, or local law. You are responsible for any tax liability, including disclosure requirements, related to your participation in the Program. When laws require us to do so, we will report statement credits awarded through the Program as income to the Internal Revenue Service, as well as state and local tax authorities. Please consult your tax advisor if you have any questions about your personal tax situation.

15. No Warranties

THE LOYALTY PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, UNE FEMME, BANK, POWER, THIRD-PARTY SERVICE PROVIDERS AND ALL OF THEIR SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, STOCKHOLDERS, INVESTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND ATTORNEYS AND THEIR RESPECTIVE HEIRS, SUCCESSORS, AND ASSIGNS

(COLLECTIVELY, THE “ISSUING PARTIES”) EXPRESSLY MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO THE CONTENT OR OPERATION OF THE LOYALTY PROGRAM. YOU EXPRESSLY AGREE THAT YOUR PARTICIPATION IN THE LOYALTY PROGRAM IS AT YOUR SOLE RISK.

THE ISSUING PARTIES MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, ADEQUACY, TIMELINESS, RELIABILITY, COMPLETENESS, OR USEFULNESS OF ANY OF THE INFORMATION OR CONTENT IN THE LOYALTY PROGRAM, AND EXPRESSLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE. THE ISSUING PARTIES MAKE NO REPRESENTATION, WARRANTY, OR GUARANTEE THAT THE LOYALTY PROGRAM IS FREE OF VIRUSES, BUGS, DEFECTS, ERRORS, OR OTHER COMPUTING ROUTINES THAT CONTAIN DAMAGING OR OTHERWISE CONTAMINATING PROPERTIES, OR PROGRAMS INTENDED TO INTERCEPT OR STEAL PERSONAL OR SYSTEM DATA.

Please note that the ability to exclude warranties varies in different jurisdictions. To the extent that a jurisdiction places limits on the ability for a party to exclude warranties, these exclusions exist to the extent permitted by law. Because of this jurisdictional variance, some of the above exclusions may not apply to you.

16. Indemnification

To the fullest extent permitted by law, you shall defend, indemnify, and hold harmless us, Bank, and each of our and their respective employees, contractors, directors, suppliers, and representatives from all third-party liabilities, claims, and expenses, including reasonable attorneys’ fees, that arise from or relate to (i) your participation in the Program; (ii) your violation of these Rules or any representation, warranty, or agreements referenced herein, or any applicable law or regulation; (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) any disputes or issues between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim. You shall cooperate as fully as reasonably required in the defense of any such claim. Une Femme, or its designee, reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you. You agree not to settle any matter without the prior written consent of Une Femme.

17. Limitation of Liability

IN NO EVENT SHALL WE, NOR BANK, NOR ANY SUCH PARTY'S DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SERVICE PROVIDERS BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) \$50.00. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU .

18. Severability and Survival

If any provision of the Rules is found to be invalid, unlawful, void, or unenforceable by a court of competent jurisdiction, the remaining provisions of the Rules shall remain in full force and effect and shall be enforced to the fullest extent possible. The following provisions of these Rules shall survive termination of your use or access of the Program: the sections concerning No Warranties, Indemnification, Limitation of Liability, Waiver, and General Provisions, and any other provision that by its terms survives termination of your use or access to the Program.

19. DISPUTE RESOLUTION BY BINDING ARBITRATION

YOU HAVE READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND UNE FEMME. YOU UNDERSTAND THAT YOU HAVE THE RIGHT TO REJECT THIS PROVISION AS PROVIDED IN **Section 20.3** BELOW.

20. Election to Arbitrate

You and Une Femme agree that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to this **Section 20** (the "Arbitration Provision"), unless you opt out as provided in **Section 20.3** below or your Claim is subject to an explicit exception to in this Arbitration Provision. As used in this Arbitration Provision, "Claim" shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us on the other hand, relating to or arising out of these Rules, and/or the activities or relationships that involve, lead to, or result from these Rules, including (except to the extent provided otherwise in the last sentence of **Section 20.6** below) the

validity or enforceability of this Arbitration Provision, any part thereof, or the entire Rules. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise, except that both you and Une Femme retain the right: (a) to bring an individual action in small claims court (a “Small Claims Action”); or (b) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, the misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual property rights (an “IP Protection Action”). Claims include matters arising as initial claims, counter-claims, cross-claims, Third party claims, or otherwise. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable. For the avoidance of doubt, any claims relating to services provided by Bank, your relationship with Bank, or the acts or omissions of Bank will be governed by your agreement(s) with Bank.

20.1. **Opt-Out of Arbitration Provision**

You may opt out of this Arbitration Provision for all purposes by sending an arbitration opt out notice to **[Insert Contact Method]**, **within thirty (30) days of the date of your electronic acceptance of the terms of these Rules (such notice, an “Arbitration Opt-Out Notice”)**. The opt out notice must clearly state that you are rejecting arbitration; identify the Rules to which it applies by date; provide your name, address, and social security number; and be signed by you. If you don’t provide us with an Arbitration Opt-Out Notice within the thirty (30) day period, you will be deemed to have knowingly and intentionally waived your right to litigate any Claim except with regard to a Small Claims Action or an IP Protection Action, as expressly set forth above.

20.2. **Judicial Forum for Disputes**

In the event that (i) you or we bring an IP Protection Action; (ii) you timely provide us with an Arbitration Opt-out Notice; or (iii) this **Section 20** is found not to apply, the exclusive jurisdiction and venue of any Claim will be the state and federal courts located in Delaware and each of the parties hereto waives any objection to jurisdiction and venue in such courts. You and we both further agree to waive our right to a jury trial.

20.3. **Informal Dispute Resolution**

If a Claim arises, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. You agree that before filing any claim in arbitration, you will try to resolve the Claim informally by contacting [Insert Contact Information]. Similarly, we will undertake reasonable efforts to contact you (if we have contact information for you) to resolve any claim we may possess informally before taking any formal action. If a Claim is not resolved within 30 days after the email noting the Claim is sent, you or Une Femme may initiate an arbitration proceeding as described below.

20.4. **WAIVER OF RIGHT TO LITIGATE**

Unless you timely provide us with an Arbitration Opt-out Notice, YOU ACKNOWLEDGE THAT YOU HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.

20.5. **NO CLASS ACTIONS**

You and Une Femme agree that the arbitration of any Claim shall proceed on an individual basis, and neither you nor we may bring a claim as a part of a class, group, collective, coordinated, consolidated or mass arbitration (each, a “Collective Arbitration”). Without limiting the generality of the foregoing, a claim to resolve any Claim against us will be deemed a Collective Arbitration if (i) two (2) or more similar claims for arbitration are filed concurrently by or on behalf of one or more claimants; and (ii) counsel for the claimants are the same, share fees or coordinate across the arbitrations. “Concurrently” for purposes of this provision means that both arbitrations are pending (filed but not yet resolved) at the same time.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR WE SHALL BE ENTITLED TO CONSOLIDATE, JOIN OR COORDINATE CLAIMS BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE OR LITIGATE ANY CLAIM IN A REPRESENTATIVE CAPACITY, INCLUDING AS A REPRESENTATIVE MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. IN CONNECTION WITH ANY CLAIM (AS DEFINED ABOVE), ANY AND ALL SUCH RIGHTS ARE HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVED. ANY CHALLENGE TO THE VALIDITY OF THIS **SECTION 20.6** SHALL BE DETERMINED EXCLUSIVELY BY THE ARBITRATOR.

20.6. **Arbitration Procedures**

The party initiating arbitration shall do so with Judicial Alternatives and Mediation Services (“JAMS”). Claims involving claims and counterclaims with an amount in controversy under \$250,000, not inclusive of attorneys’ fees and interest, shall be subject to JAMS’ most current version of the Streamlined Arbitration Rules; all other Claims shall be subject to JAMS’s most current version of the Comprehensive Arbitration Rules and Procedures (the applicable rule set, the “JAMS Rules”). If you have any questions concerning JAMS or would like to obtain a copy of the JAMS Rules, you may call 1(800) 352-5267 or visit their web site at: www.jamsadr.com. In the case of a conflict between the JAMS Rules and this Arbitration Provision, this Arbitration Provision shall control, subject to countervailing law, unless all parties to the arbitration consent to have the JAMS Rules apply. A party who desires to initiate arbitration must

provide the other party with a written Demand for Arbitration as specified in the JAMS Rules. Arbitration will proceed on an individual basis and will be handled by a sole arbitrator. The single arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from JAMS' roster of arbitrators. If the parties are unable to agree upon an arbitrator within fourteen (14) days of delivery of the Demand for Arbitration, then JAMS will appoint the arbitrator in accordance with the JAMS Rules. The arbitrator(s) shall be authorized to award any remedies, including public injunctive relief, that would be available to you in an individual lawsuit and that are not waivable under applicable law. Notwithstanding any language to the contrary in this **Section 20.7**, if a party seeks injunctive relief that would significantly impact other Une Femme customers as reasonably determined by either party, the parties agree that such arbitration will proceed on an individual basis but will be handled by a panel of three (3) arbitrators. Each party shall select one arbitrator, and the two party-selected arbitrators shall select the third, who shall serve as chair of the arbitral panel. That chairperson shall be a retired judge or an attorney licensed to practice law and with experience arbitrating or mediating disputes. In the event of disagreement as to whether the threshold for a three-arbitrator panel has been met, the sole arbitrator appointed in accordance with this **Section 20.7** shall make that determination. If the arbitrator determines a three-person panel is appropriate, the arbitrator may – if selected by either party or as the chair by the two party-selected arbitrators – participate in the arbitral panel. Except as and to the extent otherwise may be required by law, the arbitration proceeding and any award shall be confidential. This Arbitration Provision shall be construed under and be subject to the Federal Arbitration Act, notwithstanding any other choice of law set out in these Rules.

20.7. **Arbitration Location**

Unless you and we otherwise agree, the arbitration will be conducted in the county where you reside, or if you so elect, all proceedings can be conducted via videoconference, telephonically or via other remote electronic means. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of the documents that you and we submit to the arbitrator, unless the arbitrator determines that a videoconference, telephonic or in-person hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the JAMS Rules. Subject to such rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

20.8. **Arbitration Fees**

If we elect arbitration, we shall pay all the administrator's filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator's rules. However, if the value of the relief sought is \$10,000 or less, at your request, we will pay all filing, administration, and arbitrator fees associated with the arbitration, unless the arbitrator finds that either the substance of your claim or the relief

sought was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). In such circumstances, fees will be determined in accordance with the administrator rules. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided by law.

20.9. **Arbitrator's Decision**

The arbitrator will render an award within the time frame specified in the administrator rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof.

20.10. **Survival and Severability of Arbitration Provision**

This Arbitration Provision shall survive the termination of these Rules. With the exception of **Section 20.6**, if a court decides that any part of this Arbitration Provision is invalid or unenforceable, then the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. In the event that a court finds that all or any portion of **Section 20.6** to be invalid or unenforceable, then the entirety of this Arbitration Provision shall be deemed void and any remaining Claim must be litigated in court pursuant to **Section 20.3**.

21. **Changes**

Notwithstanding **Section 2** of the Rules, if Une Femme changes this **Section 20** after the date you first accepted these Rules (or accepted any subsequent changes to these Rules), you may reject any such change by sending us written notice (including by email to **[Insert Contact Information]**) within 30 days of the date such change became effective, as indicated in the "Last revised" date above or in the date of Une Femme's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Claim between you and us in accordance with the provisions of this **Section 20** as of the date you first accepted these Rules (or accepted any subsequent changes to these Rules).

22. **GOVERNING LAW**

These Rules shall be governed by, and any Claim shall be resolved in accordance with, the laws of the State of New York.

23. **Waiver.**

Our failure or delay in enforcing any of your obligations, or exercising a right or remedy, does not amount to a waiver of that obligation, right, or remedy. Additionally, if we waive

a particular obligation in one circumstance, it does not prevent us from subsequently requiring compliance with the obligation on other occasions.

24. General Provisions.

These Rules are the entire understanding and agreement between you and Une Femme. These Rules will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Neither the course of conduct between parties nor trade practice shall act to modify any provision of the Rules. You may not assign or transfer these Rules or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Rules or any of our rights or obligations under these Rules at any time without notice. All rights not expressly granted herein are hereby reserved. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

Power and Une Femme are responsible for the operation and administration of the Une Femme Loyalty Program. All banking services are performed by Lewis & Clark Bank, member of the Federal Deposit Insurance Corporation.

Mastercard® and the Bank marks are registered trademarks of Mastercard Incorporated, and Lewis & Clark Bank, respectively.

25. Contact Us

If you have questions regarding the Rules or our practices, you may contact us by email at cardsupport@unefemmewines.com or by telephone at 1-844-925-3775.