KENNY U-PULL™ LOYALTY PROGRAM
TERMS AND CONDITIONS

1. PROGRAM OVERVIEW

The Kenny U-Pull™ Loyalty Program is a customer loyalty reward program ("**Program**") by AMERICAN IRON & METAL COMPANY INC., doing business as Kenny U-Pull™ ("**Kenny U-Pull™**", "**we**", "**us**", **our**"), for customers in participating locations ("**customer**", "**you**", **your**") that is offered under these terms and conditions ("**Terms**"). If the customer does not accept these Terms in their entirety, the customer will not be eligible to participate in the Program.

The Program allows customers that have enrolled in the Program at a Kenny U-Pull™ location in Quebec, Ontario, New Brunswick and Nova Scotia ("**Participating Location**") and that have been issued a physical loyalty card ("**Loyalty Card**") to collect reward points ("**Points**") on eligible purchases ("**Eligible Purchases**") and to redeem these Points for credit on purchases as described in these Terms.

2. HOW TO PARTICIPATE

Participation in the Program is free and no initial purchase is required.

To participate in the Program, you must:

- be an individual of the age of majority in your jurisdiction of residence;
- agree to these Terms; and
- complete your registration at a Participating Location by providing your name, phone number, e-mail address and your preferred language of communication (French or English) in person at a Participating Location.

If you are eligible to participate in the Program, a Loyalty Card will be issued to you in person at a Participating Location and you can start earning Points on Eligible Purchases made at Participating Locations immediately.

Points may only be redeemed by the individual registered to the Loyalty Card.

A lost Loyalty Card can be replaced at a Participating Location and any balance on the lost Loyalty Card will be transferred to your new Loyalty Card, upon verification of proper identification.

You are responsible for safeguarding your Loyalty Card and ensuring your contact information remains accurate. Kenny U-Pull™ is not liable for Points lost due to incorrect or outdated personal information.

Kenny U-Pull™ reserves the right to refuse your participation in the Program if you do not comply with the procedure set out above, if you provide inaccurate or incomplete information or if you do not accept or comply with these Terms.

Personal information collected as part of the Program is handled in accordance with Kenny U-Pull's Privacy Policy, available at the following link: https://kennyupull.com/privacy-policy/ .

3. HOW TO COLLECT POINTS

To earn Points, you must present your Loyalty Card at the time of making an Eligible Purchase at a Participating Location. If you forget your card, we may alternatively confirm your identity with your name and telephone number. Eligible Purchases may be made with cash, debit card, credit card or gift card.

Eligible Purchases include:

- Entry fees made to access a Participating Location;
- Used parts;
- Batteries;
- Liquids;
- Merchandise; and
- Tires (new and used).

Eligible Purchases do not include:

- Export engines/transmissions;
- Export tires
- Cores;
- Extended warranties;
- Lifetime battery warranty; and
- Car sales and purchases.

Points are calculated in dollar value. Your Points balance will appear on your receipt in dollar value and can be provided to you at any time upon request in person at a Participating Location.

Points are earned at a rate of $0.01 for every dollar spent on Eligible Purchases (except entry fees made to access a Participating Location). Points are earned based on the price of Eligible Purchases before sales taxes.

You will earn $1 in Points every time you pay an entry fee to access a Participating Location, except in Nova Scotia, where you will earn $0.80 in Points.

Points will not be awarded retroactively for purchases made without presenting a Loyalty Card.

If an Eligible Purchase is partially paid with Points, Points will not be awarded for the part paid with Points.

4. HOW TO REDEEM POINTS

Points can be redeemed on future eligible purchases at the same rate as they are earned. For example, if you spend $50 on an Eligible Purchase, you will earn $0.50 in Points that may be applied to a future purchase.

Points cannot be redeemed for cash, and have no cash value outside of the Program. Points are applied to reduce the total amount payable after sales taxes, and their value includes the applicable GST/HST/QST, allowing the supplier to claim an input tax credit or rebate on the tax portion of the Points redeemed..

For example, if your total purchase is $100 and the applicable sales tax rate is 13%, the total amount payable before redeeming Points will be $113. If you redeem $10 in Points (including tax), the total amount payable by the customer will be $103, and the tax portion of the Points can be claimed as a credit by the supplier.

Points may be redeemed toward any purchase made at a Kenny U-Pull™ Participating Location. There are no exclusions on the types of purchases that can be made using Points. There is also no minimum number of Points required to redeem Points, and no maximum limit on the number of Points that may be applied to a single transaction. Redemption is only available in person at checkout at a Participating Location, upon presentation of your Loyalty Card, if you chose to redeem Points.

Loyalty Cards and Points are not transferable, and cannot be assigned, exchanged, purchased or given to another person by gift. Points may not be collected or redeemed by any person other than the person that was issued the Loyalty Card.

Points cannot be used in conjunction with other promotional offers unless explicitly stated.

All purchases made using a redemption of Points are covered by the following warranties, in addition to applicable legal warranties:

- Standard warranty of 15 days;
- Extended warranty of 90 days (available for purchase; not automatically included); and
- Lifetime warranty in respect of batteries.

5. RETURNS AND POINT ADJUSTMENTS

If an Eligible Purchase on which you have earned Points is returned in full, the Points earned from that transaction will be deducted from your Loyalty Card balance. If an Eligible Purchase is partially returned, a proportional deduction of Points will be made based on the value of the returned portion. In some cases, such deductions may result in a negative Points balance on your Loyalty Card.

If you have redeemed Points on a purchase that is later returned and refunded, the redeemed Points will be recredited to your Loyalty Card. In accordance with our Return Policy, the remaining balance from the refunded transaction will be issued in the form of a gift card, unless we have to refund you in cash in accordance with applicable laws.

All Kenny U-Pull™ Points totals as shown on the receipt are deemed correct unless otherwise substantiated by the customer. Kenny U-Pull™ reserves the right to remove, restrict or suspend

the redemption of Points in the event of customer fraud or in the event of a breach by customer of the Terms of this Program.

Points may expire if there is inactivity of the Loyalty Card over a given period of one (1) year. In such case, a notice will be sent to you stating that the inactivity will result in expiry of the Points accumulated under your Loyalty Card. This notice will be sent out at least 30 days but not more than 60 days before the date of the expiry.

Kenny U-Pull™ reserves the right to audit Loyalty Card activity and adjust Points in cases of fraud or misuse.

6. CHANGES TO THE PROGRAM

Points do not expire, unless there is inactivity as described in Section 5. However, we reserve the right to restrict, suspend or otherwise change these Terms. We may modify the following Terms at any time:

- The eligibility conditions and requirements for participating the Program;
- The manner in which a customer participates in the Program;
- The manner and rate at which Points are earned; and
- The manner and rate at which Points are redeemed.

Where required by law, we will provide you with advance notice of the amended Terms, by sending you notice via email identifying clearly and legibly the new clause or the amended clause and the clause as it read formerly, the effective date of the change, and your rights. The notice will be sent to you between the 90th and the 60th day preceding the coming into force of the amendment. Your continued participation in the Program following such notice will constitute your consent to any amendments to these Terms.

We may also terminate the Program at any time by providing you with an advance notice in accordance with the previous paragraph.

7. TERMINATION

We may, at any time, suspend or terminate your participation in the Program, if you have failed to follow the Terms, including if you have made any misrepresentation to us regarding your eligibility or if you are found to have misused the Loyalty Card. If your participation in the Program is terminated, we will provide you with notice of termination and your Points that have been accumulated may also be voided.

You may also choose to opt out of the Program at any time. If you so choose, your accumulated Points will be forfeited.

We may also terminate the Program at any time by providing you with an advance notice as described in Section 6, you will have up to the period specified in the notice to redeem any accumulated Points, and after such period any such Points that have not been redeemed will be forfeited.

8. RELEASE AND DISCLAIMER

The following section is not applicable in Quebec, to the extent that it is not permissible in Quebec.

To the extent permitted by law, we accept no liability for any errors in the Points balance displayed on your receipt or that is provided in person to you at a Participating Location. If any Points are awarded to your Loyalty Card in error, we reserve the right to deduct the number of Points awarded in error at any time and without notice to you. We are not obligated to honour a request to redeem Points added to an account in error.

You agree to release Kenny U-Pull, its subsidiaries, affiliates, divisions, third parties who may participate in the Program and all of our and their respective officers, directors, representatives, and employees (collectively "**Releases**") from any and all liability, loss, damage, expense, cost, and claim arising from or connected to the Program, your participation in the Program, the redemption and use or misuse of any item obtained through the redemption of any Points, or otherwise in connection with the Program.

In no event shall Kenny U-Pull, nor any of its directors, representatives, officers or employees, be liable for any direct, indirect, special, collateral, punitive or consequential loss or damage of any nature whatsoever arising out of or in connection with your participation in the Program, including without limitation damages arising from changes to or cancellation of the Program.

To the extent permitted by law, all aspects of the Program are provided "as is" without any condition, representation or warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

9. COMMUNICATIONS

By opting in at the time you enroll into the Program, you will agree to receive text messages and emails from Kenny U-Pull™ and that Kenny U-Pull™ may market and advertise in various ways in order to improve your experience by:

- contacting you by e-mail, text message, telephone or mail;
- presenting you with advertisements from Kenny U-Pull, its subsidiaries, parent companies, related, associated, connected and affiliated companies that we deem relevant to the you; and
- providing personalized products, offers, communications and product recommendations to you.

If you do not opt in, from Kenny U-Pull™ may still contact you by e-mail, text message, telephone or mail regarding communications related to your Loyalty Card and other communications that Kenny U-Pull™ has the obligation or the right to send you.

You may opt out of receiving promotional communications at any time by following the unsubscribe instructions included in our emails, text messages or by contacting us directly. Opting out will not affect your ability to participate in the Program or receive transactional communications related to your Loyalty Card.

10. DISPUTES AND CONTACT

In the event of a dispute or inquiry, a Kenny U-Pull™ representative at the Participating Location will complete a form on behalf of the customer. The completed form will be submitted by the branch manager for review. Following receipt and assessment, a Kenny U-Pull™ representative will contact the customer to facilitate resolution.

11. GENERAL

These Terms form the entire agreement between you and Kenny U-Pull™ as it relates to the Program and supersedes all prior agreements or understandings of any nature whatsoever with respect to same.

Kenny U-Pull™ reserves the right to assign or transfer its rights and obligations under these Terms without notice.

Our failure to exercise any of our rights, powers or remedies in these Terms or at law, or any delay in doing so, does not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy does not prevent its subsequent exercise or the exercise of any right, power or remedy.

In the event that any provision in these Terms is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity and enforceability of any other remaining provisions of these Terms.

These Terms shall be governed by and construed in accordance with the laws of the province in were the customer resides at the time of enrollment.