

LITTLEBITS REWARDS PROGRAM AGREEMENT

The terms and conditions outlined in this agreement (the “**Agreement**”) govern membership in the littleBits Rewards Program (“**Program**”). Participants in the Program are subject to the terms and conditions herein.

PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCESSING OR PARTICIPATING IN THE LITTLEBITS REWARDS PROGRAM, YOU AGREE TO BE BOUND BY THIS AGREEMENT AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT PARTICIPATE IN THE LITTLEBITS REWARDS PROGRAM. THIS AGREEMENT COMPLEMENT AND INCORPORATE BY REFERENCE LITTLEBITS ELECTRONICS INC.’S [TERMS OF USE](#), INCLUDING THE DISPUTE RESOLUTION/BINDING ARBITRATION, CLASS ACTION WAIVER AND LIMITATIONS OF LIABILITY PROVISIONS, AND [PRIVACY NOTICE](#). IN THE EVENT OF ANY CONFLICT BETWEEN THE [TERMS OF USE](#) OR [PRIVACY NOTICE](#) AND THIS AGREEMENT, THE PROVISIONS CONTAINED IN THE [TERMS OF USE](#) AND [PRIVACY NOTICE](#) CONTROL.

Your participation in the Program is expressly conditioned upon your compliance with this Agreement. By applying to be a Member and participating in the Program, you (“**you**” or “**Member**”) agree that you have read, understand and agree to be bound by this Agreement, including littleBits’ [Terms of Use](#), including the dispute resolution/binding arbitration, class action waiver and limitations of liability provisions therein, and [Privacy Notice](#), which are incorporated herein by reference, and to comply with all applicable laws and regulations. If you do not agree with the terms of this Agreement, please do not become a Member or terminate your membership, if applicable. Program terms and conditions are void to the extent where prohibited by law. Taxes may apply where required by law, and you agree that you are responsible for any and all such taxes. Your participation in the Program is subject to present and future Program terms and conditions. This Agreement does not alter in any way the terms or conditions of any other agreement you may have with us, including any agreement for products or services. You also acknowledge that the Program is administered via an integration with <https://smile.io/>. If you do not agree to be bound by this Agreement, our [Privacy Notice](#), and our [Terms of Use](#), or the [Smile.io Privacy Policy](#), you cannot participate in the Program. littleBits reserves the right to change, modify and/or eliminate littleBits Rewards and/or all or any portion of this Agreement or any policy, FAQ, or guideline pertaining to littleBits Rewards at any time and in its sole discretion. Any changes or modifications will be effective immediately upon posting the revisions to www.littlebits.com or applicable subpage thereof (such as shop.littlebits.com), and you waive any right you may have to receive specific notice of such changes or modifications. Your participation in littleBits Rewards confirms your acceptance of this Agreement, and any such changes or modifications; therefore, you should review this Agreement and applicable terms, policies and FAQs frequently to understand the terms and conditions that apply to littleBits Rewards. If you do not agree to the terms and conditions in this Agreement, you must stop participating in littleBits Rewards.

- 1. Membership:** The Program is offered at the sole discretion of littleBits Electronics Inc. (“**littleBits**”, “**us**”, “**we**” or “**our**”). Membership is open to individuals who are legal residents of the Washington D.C. and the fifty (50) United States of America and are at least 18 years old or the age of majority in the Member’s jurisdiction of residence, whichever is older. By enrolling, you represent and warrant to us that you are at least 18 years old or the age of majority in the Member’s jurisdiction of residence, whichever is older. Membership in the Program is voluntary. You need not join to purchase products at www.littlebits.com. The Program is available to individuals for their personal use only and is limited to one account per individual. Commercial use is strictly prohibited. Corporations, associations, resellers, distributors or other groups may not participate in the Program. Educational institutions and similar organizations enrolled in littleBits’ education programs are not eligible to participate in the Program. littleBits reserves the right to limit the number of participants in the Program.
- 2. Membership Enrollment:** Eligible individuals may enroll in the Program by visiting shop.littlebits.com (the “**Site**”) and, if not pre-enrolled as described herein, following the Program prompts to register for the Program. You may be required to provide your full name, email address, and date of birth and to create a password in order to enroll or to receive Points. Once you provide this information, you will be enrolled in the Program and provided a Member account. littleBits’ members may be automatically enrolled into the Program, as described in a communication from littleBits to such members and may opt out by emailing support@littlebits.com. You are

solely responsible for maintaining the accuracy of your account information and for updating it as required. Members must provide the required information to be enrolled and to be eligible for benefits and rewards, such as discount codes for discounts off of the purchase of littleBits' products on the Site ("**Rewards**"). Only one Member account may be associated with a single email address. In the event of a dispute over ownership of the Member account, the member will be deemed to be the authorized account holder of the email address submitted at the time of enrollment. For purposes of this Agreement, the "authorized account holder" is the natural person who is assigned to the submitted email address by an internet provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. To redeem points for a Reward, you must have a valid physical address linked to your Member account.

3. **Participation:** You may receive "inventor points" ("**Points**") for dollars you spend on each online transaction, excluding federal, state, and local taxes, shipping charges, employee or other discounts, commercial account purchases, charitable donations, returns, refunds, and items purchased with a gift card, merchandise credits or any Rewards or other awards ("**Qualifying Purchases**"). In addition, you may receive Points for qualifying Program actions as published by littleBits on the Site at <https://shop.littlebits.com/pages/rewards>. The number of Points received for Qualifying Purchases and the number of Points redeemable for Rewards are as described on the Site at <https://shop.littlebits.com/pages/rewards> and corresponding FAQs. For your purchase or other Program action to qualify to receive Points, you must be signed into your Member account at the time of purchase or engagement in such Program action. Some exclusions and limitations may apply. For example, any activities that are related to liking a page or post are limited to one such activity only. In addition, any Points awarded in connection with information to be provided by the Member (such as a birthday, so long as the birthday is at least 30 days following the date on which the birthday is provided) may be awarded based on information provided by the Member, and we are not responsible for the accuracy thereof. littleBits may also, at its sole discretion, provide additional Points in connection with certain transactions and promotions. You are able to receive Points and reach Program loyalty tiers by making Qualifying Purchases or taking certain other Program actions. Once you receive Points and reach certain loyalty tier(s), you may be eligible to redeem your Points for certain Rewards applicable to the tier(s), which may change from time to time and may be offered on a limited basis. Eligible purchases and other opportunities to receive Points and reach Program loyalty tiers will be posted on the Site or may be published through other media (for example, in marketing communications and social media). Visit <https://shop.littlebits.com/pages/rewards> and our FAQs to learn more about receiving Points and reaching the Program loyalty tiers.
4. **Points:** Points have no cash or property value, are non-negotiable, and cannot be redeemed either in whole or in part for cash or any other consideration (other than redemption for Rewards as expressly provided herein). Only the Member paying for products in a Qualifying Purchase or engaging in a qualifying Program action may accumulate Points or Rewards. Points do not constitute property of any Member or other person and may not be brokered, bartered, pledged, gifted, sold or otherwise transferred for consideration, other than by littleBits or as expressly provided for in this Agreement, and any receipt or use of Points in violation of the terms and conditions herein will render such Points void. Accounts, Points and Rewards may not be shared. **Points may only be redeemed for Rewards when applicable tiers are reached.** Points are not capable of being combined or transferred to any other type of littleBits promotion or award, except as expressly authorized by littleBits.
5. **Redemption and Rewards:** The number of Points necessary to receive a Reward is determined by littleBits in its sole discretion and may be changed without prior notice to you. **Points may only be redeemed for Rewards when applicable tiers are reached.** You may redeem Points on the Site at shop.littlebits.com and following the instructions provided. Points used to redeem a Reward will be deducted from the total Points available in your Member account. **You are responsible for the security of your own Rewards discount codes. We will not replace any Rewards discount code that is lost or has been used by another party regardless of how the Rewards discount code was obtained.** Points and Rewards may not be used toward purchases of littleBits gift certificates, charitable items, promotional value sets, sales tax, or shipping charges. Credits from multiple accounts may not be aggregated unless authorized by littleBits. We reserve the right to change Rewards, how you receive Points and reach each Program tier and how we evaluate and reward your Qualifying purchases and other Program activity at any time. We reserve the right to place limits on the number of purchases (including Qualifying Purchases) or

activities that are eligible for the Program or for any given tier, the number or types of Rewards you may receive in any given tier, in a given time period or for the duration of the Program, or any combination thereof. Rewards discount codes are provided when redeeming the underlying Points. Rewards can only be redeemed one time on the Site at shop.littlebits.com by entering the Rewards discount code at checkout at the time of purchase for which the Rewards discount code is applied, unless otherwise expressly authorized by littleBits. You cannot combine Rewards with any other coupon or promotion unless otherwise expressly authorized by littleBits. Rewards have no cash or property value, are non-negotiable, and cannot be redeemed either in whole or in part for cash or any other consideration (other than discounts on products shop.littlebits.com as expressly provided herein). Only the Member paying for products in a Qualifying Purchase or engaging in a qualifying Program action may redeem Points for Rewards or use the Rewards. Rewards do not constitute property of any Member or other person and may not be brokered, bartered, pledged, gifted, sold or otherwise transferred for consideration, other than by littleBits or as expressly provided for in this Agreement, and any receipt or use of Rewards in violation of the terms and conditions herein will render such Rewards void. The products and services available through the Program are for your personal use only. You may not sell or resell any of the products, services, or other items you purchase or otherwise receive from us. We reserve the right, without notice, to cancel or reduce the quantity of any order to be filled or any products or services to provide to you that we believe, in our sole discretion, may result in a violation of this Agreement.

6. **Returns and Other Expiration of Points and Rewards.** With respect to Qualifying Purchases for which Points are received, if you return an item or items from a Qualifying Purchase, **the total number of Points received in the applicable order (regardless of whether all of the products ordered in such order are returned) will be automatically deducted from your account balance.** With respect to purchases with respect to which Rewards discount codes are applied, **Points and Rewards will not be replaced if the order is canceled by you or returned or refunded.** Points and Rewards are strictly free promotional awards or codes with no monetary value, and accordingly are subject to expiration. Unless otherwise communicated by littleBits to you in writing, Points are valid for a period of 12 months from when they are received and automatically expire at the end of the applicable 12-month period. Rewards are valid for such periods as may be communicated to you by littleBits from time to time in accordance with applicable law. In addition, after 12 months of inactivity, all Points and Rewards expire, regardless of when they were awarded unless otherwise expressly authorized by littleBits. Inactivity means a period in which a Member receives no Points, makes no purchases, and redeems no Points or Rewards. Points and Rewards may expire at any time (Eastern Time) on the applicable expiration date – regardless of the physical time zone/location of the Points or Rewards discount code holder. We strongly suggest redeeming your Points and/or Rewards PRIOR to their expiration dates.
7. **Communications:** As a member, you will periodically receive emails from littleBits. You may opt-out of the marketing emails at any time, but operational/transactional emails will still be sent to you as it relates to your membership in the Program. Examples of these include a welcome email, a littleBits Rewards Program confirmation email, emails when receiving Points for a Qualifying Purchase, other qualifying Program action or achieving loyalty tiers, reminder emails prior to the expiration of Points and/or Rewards, and emails when redeeming Points and/or Rewards.
8. **littleBits Rewards Additional Terms and Conditions:** littleBits reserves the right to cancel, modify or restrict any aspect of the Program at any time with or without notice. Membership in the Program may be revoked at any time. Membership is nontransferable. **CAUTION: Any abuse of the Program, failure to follow any terms of the Program, or any misrepresentation may subject Members to revocation of Membership and will affect eligibility for further participation in the Program. Further, littleBits reserves the right to seek all remedies, whether available at law or at equity, criminal or civil, in the event Member defrauds or abuses the Program or the fairness or integrity thereof (such as through multiple or repeated purchases and returns), fails to follow any terms of the Program, or makes any misrepresentation to littleBits.** Qualifying Purchases, other Program actions, Points and Rewards, as reflected in littleBits records, shall be deemed correct, and littleBits reserves the right to determine the qualification for any transaction and to correct or modify the Reward at any time based on littleBits' records and calculation of account information. littleBits is not responsible for communications or Rewards lost due to an inaccuracy, or due to a change of address or other contact information. The Program shall be governed by the laws of the State of New York, without regard to its conflict of laws and principles. Further, Members agree that the dispute resolution/binding arbitration and class action waiver provisions in the [Terms of Use](#) apply to this

Agreement and are incorporated by reference herein. Taxes on Rewards may apply where required by law. Any tax liability, including disclosure, is the sole responsibility of the Member. From time to time, Rewards balances and values will be updated in the Program. Please check the Program website at [here](#) for the most up-to-date Point balances. littleBits may waive compliance with this Agreement in its sole discretion and may run promotions from time to time that provide enhanced benefits to select Members. Notwithstanding the foregoing, littleBits' failure to exercise any of its rights under this Agreement or its delay in enforcing or exercising any of those rights shall not constitute a waiver of such rights. If you have concerns that a purchase or other activity was not properly applied to your account, you should contact us by emailing support@littleBits.com. Your email must specify your name and email address associated with the Program, the date of the Program activity, and the issue you encountered. This email must be sent no more than thirty (30) days after the date the purchase or other Program activity took place. We are not responsible for late notifications about purchases or other Program activities not being credited to an account. For more information about the Program or your Member account, email us at support@littleBits.com.

9. **Sponsor:** littleBits Electronics Inc. is the exclusive sponsor of this Program.
10. **Termination:** The Program has no predetermined termination date and may continue until such time as littleBits, at its sole discretion, elects to designate a termination date for the Program. In the event that the Program terminates, littleBits will notify you of the termination date. littleBits reserves the right, in its sole discretion and without notice, to expire a Member's account after 12 months of account inactivity. No extensions, cash refunds or other exchanges will be allowed for Points that have been removed from an Account based on inactivity. littleBits reserves the right to deactivate an Account in which Points were obtained as a result of fraudulent activity or technical failures of any kind. In order to reactivate an account, or if you want to cancel participation in the Program or request not to be communicated you must notify littleBits at support@littleBits.com. All accrued Points will be lost if your Member account expires or is cancelled, and you will not be able to redeem any remaining Points for Rewards.
11. **Limitation of Liability and Additional Terms:** By enrolling in the Program or redeeming Rewards, each Member agrees that littleBits and its affiliates and subsidiaries and their respective officers, directors, employees, representatives and agents (collectively, the "**Released Parties**") will have no liability or responsibility whatsoever for, and shall be held harmless by Members or any person for, any liability for any injuries, losses or damages of any kind (including, without limitation, direct, indirect, incidental, special, consequential, or punitive or exemplary damages) to persons, including personal injury or death, or property arising in whole or in part, directly or indirectly, from any action taken or neglected to be taken with regard to the Program. The Released Parties are not responsible for (a) loss or misdirection of, or delay in receiving, any membership application, correspondence, or Rewards; (b) theft or unauthorized redemption of credits or Rewards or use of a reward caused by circumstances beyond the reasonable control of us or our representatives or agents; (c) any acts or omissions of any third parties; or (d) any errors published in relation to the program, including, without limitation, any typographical errors, errors of description, and errors in the crediting or debiting of credits from member accounts. We reserve the right to correct, without notice, any errors. In no event shall the Released Parties be liable to you for any delay in or failure to perform due to causes beyond our control, including, without limitation, any act of god, and act of war, natural disaster, terrorism, or any act or omission of any third party.

Without limiting the foregoing, except as specifically provided otherwise in this Agreement, everything regarding the Program, including www.littleBits.com or any section or area thereof, Points and Rewards, are provided "as-is" without 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.

This Agreement and any additional terms and policies that are referenced herein or otherwise may apply to specific areas of the Program, constitute the entire agreement between us and you with respect to the Program, Points or Rewards. This Agreement is personal to you and you may not assign it to anyone.

If any provision in this Agreement is found by a court of competent jurisdiction to be invalid, you and we nevertheless agree that the court should endeavor to give effect to intentions reflected in such provision, and the other provisions of this Agreement will remain in full force and effect.

This Agreement is not intended to benefit any third party and do not create any third-party beneficiaries (in each case, other than a Released Party as expressly provided herein).

YOU AGREE THAT REGARDLESS OF ANY LAW TO THE CONTRARY (INCLUDING ANY RELEVANT STATUTES OF LIMITATION), ANY CLAIM OR CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO USE OF THE SITE, OR THESE TERMS OF USE, MUST BE FILED BY YOU WITHIN ONE YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ACCRUED OR BE PERMANENTLY BARRED.

As described in the [Terms of Use](#), some jurisdictions may not allow the limitation or exclusion of liability for incidental or consequential damages or exclusion of implied warranties, so to the extent applicable to you, some of the above limitations or exclusions may not apply.

This section 11 will survive termination of the Program or any Member's participation in the Program for any reason.

Last Updated: July 24, 2018