

# Terms of Use

Effective: June 28, 2023

These Terms of Use, together with any documents that they expressly incorporate by reference (as modified, the “Terms”), governs your right to access and use the investor portal of Savers Value Village, Inc. (“SVV”) located at [ir.savers.com](http://ir.savers.com) (as modified, “Site”), and the various other related services, premium and other features, functions, software, applications and websites arising from the use of the Site (collectively with the Site, “Services”). SVV is also referred in these Terms as “we,” or “us.”

All defined terms not defined in these Terms shall have the meaning given to them in the Privacy Policy (defined below) or any document or form provided by Operators to you. These Terms along with the Privacy Policy are a legally binding contract between you and Operators regarding your access and use of the Services.

## **PLEASE READ THE FOLLOWING TERMS CAREFULLY.**

**BY CLICKING A BOX THAT STATES THAT YOU ACCEPT OR AGREE TO THESE TERMS, ACCESSING OR USING THE SITE OR OTHERWISE SIGNIFYING YOUR ACCEPTANCE OF THESE TERMS, YOU REPRESENT AND WARRANT THAT (A) YOU ARE AUTHORIZED TO ENTER THESE TERMS, AND ARE DOING SO (FOR YOURSELF AND/OR ON BEHALF OF YOUR CLIENT OR REPRESENTATIVE), (B) YOU CAN LEGALLY ENTER INTO THESE TERMS, AND (C) YOU HAVE READ AND UNDERSTAND AND AGREE THAT YOU (AND/OR ON BEHALF OF YOUR CLIENT OR REPRESENTATIVE) SHALL BE BOUND BY THESE TERMS AND SVV'S INVESTOR PRIVACY POLICY ([[https://savers2023ipo.q4web.com/files/doc\\_downloads/SVV\\_Investor\\_Relations\\_Privacy\\_Policy\\_6\\_26\\_23.pdf](https://savers2023ipo.q4web.com/files/doc_downloads/SVV_Investor_Relations_Privacy_Policy_6_26_23.pdf)]) (THE “PRIVACY POLICY”) AND ALL MODIFICATIONS AND ADDITIONS PROVIDED FOR. IF YOU DO NOT AGREE TO THESE TERMS OR THE PRIVACY POLICY, YOU ARE NOT AUTHORIZED TO ACCESS AND USE THE SITE OR THE SERVICES.**

### **A. Changes to the Terms Content and Specifications**

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Services thereafter.

You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Additionally, all features, content, specifications, and services described or depicted on the Site are subject to change at any time without notice. The inclusion of any products or services on the Site at a particular time does not imply or warrant that these products or services will be available at any time.

### **B. Information Contained or Provided on Site.**

The timing of these postings are made at the discretion of SVV. You should not assume that the information contained on this Site has been updated or otherwise contains current information. SVV does not review past postings to determine whether they remain accurate, and information contained in such postings may have been superseded.

THE INFORMATION CONTAINED HEREIN MAY CONTAIN INACCURACIES AND TYPOGRAPHICAL ERRORS. WE DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION OR THE RELIABILITY OF ANY ADVICE, OPINION, STATEMENT OR OTHER INFORMATION DISPLAYED OR DISTRIBUTED THROUGH THIS SITE OR ANY LINKED WEB SITE. YOU ACKNOWLEDGE THAT ANY RELIANCE ON ANY SUCH OPINION, ADVICE, STATEMENT, MEMORANDUM, OR INFORMATION SHALL BE AT YOUR SOLE RISK. WE RESERVE THE RIGHT, IN OUR SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS IN ANY PORTION OF THE SITE. WE MAY MAKE ANY OTHER CHANGES TO THIS SITE AND THE INFORMATION CONTAINED IN THIS SITE AT ANY TIME WITHOUT NOTICE.

### **C. Use of the Site.**

We grant you a limited, nonexclusive, non-sublicensable license to access and use the Site and content for noncommercial purposes. Your use of the Site must be consistent with these Terms. The design of the Site and all text, graphics, information, content, and other material displayed on or available through the Site are protected by copyright, trademark and other laws and may not be used except as permitted in these Terms or with prior written permission of the owner of such material.

You may not in any way reproduce or publicly display, perform, distribute or otherwise use any of the information or materials displayed on or available from the Site for any public or commercial purpose, except for limited backup purposes where appropriate. You may not create any derivative work of the Site or decompile, reverse engineer, or otherwise attempt to derive source code, underlying ideas, algorithms, structure, or organization of the Site. You agree not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation any type of spider, web crawler, or robot) to navigate, search, and/or extract information from the Site. Additionally, you agree that you will not: (i) take any action that imposes or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of the site or any activities conducted on the Site; or (iii) bypass any measures we may use to prevent or restrict access to the Site. Any unauthorized use of any information or materials displayed on or available from the Site may violate copyright laws, trademark laws, laws of privacy and publicity, and other laws and regulations.

### **D. Trademarks.**

Certain trademarks, trade names, service marks and logos used or displayed on the Site are registered and unregistered trademarks, trade names and service marks of SVV and/or its respective owners and/or affiliates. Nothing contained on the Site grants or should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademarks, trade names, service marks or logos displayed on the Site without the written permission of the applicable SVV or such other owner. You shall not use SVV's names or any language, pictures or symbols which could, in SVV's judgment, imply SVV's endorsement in any (i) written or oral advertising or presentation, or (ii) brochure, newsletter, book, or other written material of whatever nature, without prior written consent.

## **E. Prohibited Uses.**

You may use the Site only for lawful purposes and in accordance with these Terms. You agree not to use our Site:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm SVV, its users and customers, or expose any of the same to liability.
- To violate (or help or encourage others to violate) these Terms or our other policies.

Additionally, you agree not to:

- post or transmit any unlawful, threatening, defamatory, libelous, obscene, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violate any law;
- impersonate anyone else or otherwise misrepresent your identity, affiliation, or status;
- access or use the Site or the Services for the benefit of anyone other than you or your client or legal representative except in accordance with these Terms, including selling, renting, reselling or distributing, in whole or in part, the Site or the Services;
- provide material and misleading information knowingly and with intent to defraud.
- Upload to, distribute or otherwise publish on the Site any malware, viruses, spyware, or other malicious software or files to the Site;
- threaten or verbally abuse other users of the Site, use defamatory language, or deliberately disrupt discussions with repetitive messages, meaningless messages, or "spam";
- use language that abuses or discriminates on the basis of religion, race, nationality, gender, sexual preference, age, region, disability, etc.
- copy, disclose, or distribute any data or other information available through the Site or any of the other Services and/or information, in any medium, including without limitation on the Site, by any automated or non-automated "scraping";
- interfere with, circumvent or disable any security or other technological features or measures of any of the Services or the Site or attempt to gain unauthorized access to the Services or the Site or its related systems or networks;
- use bots or other automated methods to access the Services or the Site download any information, send or redirect messages or perform any other activities through the Services;

- take any action that SVV determines, in its sole discretion, imposes or may impose, an unreasonable or disproportionately large load on its infrastructure;
- attack the Services via a denial-of-service attack or a distributed denial-of-service attack; and
- otherwise attempt to interfere with the proper working of the Services.

In addition to any remedies that we may have at law or in equity, if we determine, in our sole discretion, that you have violated or are likely to violate the foregoing prohibitions, we may take any action we deem necessary to cure or prevent the violation, including without limitation, the immediate removal of the related materials from the Site. We will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting such materials.

#### **F. Linking to the Sites.**

Creating or maintaining any link from another website or application to any page on the Site without our prior written permission is prohibited. Running or displaying the Site or any information or material displayed on the Site in frames or through similar means on another website without our prior written permission is prohibited. Any permitted links to the Site must comply with all applicable laws, rules, and regulations.

#### **G. Third Party Links.**

From time to time, the Site may contain links to websites that are not owned, operated, or controlled by SVV or their respective affiliates. All such links are provided solely as a convenience to you. If you use these links, you will leave the Site. Neither we nor any of our respective affiliates are responsible for any content, materials or other information located on or accessible from any other website(s). Neither we nor any of our respective affiliates endorse, guarantee, or make any representations or warranties regarding any other websites, or any content, materials or other information located or accessible from any other websites, or the results that you may obtain from using any other websites. If you decide to access any other websites linked to or from the Site, you do so entirely at your own risk.

Content is also provided by third party visitors to the Site. Please note that visitors to the Site may post content that is inaccurate, misleading, or deceptive. SVV neither endorses nor is responsible for any opinion, advice, information, or statements made by third parties. The opinions expressed by third parties reflect solely the opinions of the individuals who submitted such opinions and may not reflect the opinions of SVV.

#### **H. User Information.**

Other than personal information, which is subject to the relevant Site's Privacy Policy, any material, information, suggestions, ideas, concepts, know-how, techniques, questions, comments or other communication you transmit or post to the Site in any manner ("User Communications") is and will be considered non-confidential and non-proprietary. We and our respective affiliates and our or their designees may use any or all User Communications for any purpose whatsoever, including, without limitation, reproduction, transmission, disclosure, publication, broadcast, development, manufacturing and/or marketing in any manner whatsoever for any or all commercial or non-commercial purposes. We may, but are not obligated to, monitor or review any User Communications. We will have no obligation to use, return, review, or respond to any User Communications. We will have no liability related to the content of any such User Communications, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. We retain the right to remove any or all User Communications that includes any material we deem inappropriate or unacceptable. User Communications must not:

- be unlawful, threatening, libelous, defamatory, abusive, obscene, profane, offensive, false, indecent, harmful, racist, inflammatory, bullying, harassing or pornographic;
- infringe any third party's rights (such as intellectual property, privacy, publicity or contractual rights);
- contain any harmful components such as viruses, trap doors, hidden sequences, hot keys, or time bombs;
- give rise to civil or criminal proceedings;
- violate any law, statute, ordinance or regulation;
- promote racism, bigotry or hatred of any kind against any group or individual;
- promotes or encourages violence against a person or damage or destruction of property;
- be fraudulent, false or misleading in any way;
- be illegal or promotes any illegal activities; or
- contain any advertising, promotional materials, spam, chain letters, pyramid schemes, or any other form of solicitation.

#### **I. Force Majeure.**

Neither SVV nor you shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies: any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.

#### **J. Operator Communication.**

You authorize Operators and their representatives and agents to communicate with you using any cellular or other telephone number and/or email address associated with you or otherwise provided, directly or indirectly, to Operators or their representatives or agents, and, in connection with such communications, to use prerecorded/artificial voice or text messages and/or automatic dialing devices. Data or messaging rates may apply.

#### **K. Service Limitations.**

We shall make reasonable efforts to keep the Services operational. However, certain technical difficulties, maintenance or testing, or updates required to reflect changes in relevant laws and regulatory requirements, may, from time to time, result in temporary interruptions. We reserve the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Services, with advance notice where possible, all without liability to you, except where prohibited by law, for any interruption, modification, or discontinuation of the Services or any function or feature thereof. You understand, agree, and accept that SVV will make reasonable efforts, although it has no obligation to maintain, support, upgrade, or update the Services, or to provide all or any specific content through the Services.

#### **L. Termination.**

You or we may suspend or terminate your account or your use of the Site at any time, for any reason or for no reason. You are personally liable for any charges incurred through your account prior to termination. We reserve the right to change, suspend, or discontinue all or any aspect of the Site at any time without notice.

#### **M. Additional Assistance.**

If you do not understand any of the foregoing Terms or if you have any questions or comments, we invite you to contact us by emailing us at [investors@savers.com](mailto:investors@savers.com).

#### **N. Governing Law**

These Terms supersede any other agreement between you and any of SVV to the extent necessary to resolve any inconsistency or ambiguity between them. These Terms will be governed by and construed in accordance with the laws of the United States and the State of Washington, without giving effect to any principles of conflicts of laws. Any action seeking legal or equitable relief arising out of or relating to the Site will be brought only in the courts of King County in the State of Washington or the United States District Court for the Western District of Washington. A printed version of these Terms will be admissible in judicial and administrative proceedings based upon or relating to these Terms to the same extent and

subject to the same conditions as other business documents and records originally generated and maintained in printed form.