

ZZ DRIGGS

RETURN & CANCELLATION POLICY

Please review this Return & Cancellation Policy very carefully – and if you find anything in here doesn't make sense or seem right to you, please write to us at support@zzdriggs.com.

ZZ Driggs, Inc.'s [General Terms & Conditions](#) wholly and completely incorporate this Return Policy by reference. Therefore, every time you access our Services, you agree to all terms and conditions set forth in this Return Policy. Likewise, the definitions set forth in our General Terms & Conditions apply to this Return Policy as though herein specified.

If you do not agree with this Return Policy, or any aspect thereof, you must stop using our Services immediately and cease from all further use, including termination under Section 7.b of our General Terms & Conditions.

ZZ Takes Full Responsibility for Non-Conforming & Damaged Orders.

You acknowledge and agree that, at the time of delivery, ZZ will require you or your trusted, designated person to: (a) carefully inspect the Item(s); (b) provide a signature to confirm your acceptance of the Item(s) and (c) verify that your order has been delivered, to specification, in satisfactory condition, and on or before the promised date or at otherwise satisfactory time.

If ZZ and/or our Affiliates fails to deliver an Item to specification (e.g. model, dimension, color) by its guaranteed delivery date, or if an Item is damaged when delivered, you are entitled to return that Item and either (i) receive a replacement Item in lieu of the one you returned, with any applicable lease term based on ZZ's delivery of the replacement Item; or (ii) cancel your purchase/lease for that Item, on a for cause basis, and receive a full refund or credit (at your election) for all amounts paid towards the that Item; under either scenario, ZZ will arrange for and cover all costs and expenses arising out of the pick-up and return of the non-conforming Item(s). You acknowledge and agree that many of our Item(s) are vintage, antique, handmade, craftsman, and/or previously owned; in this light, you will not consider any asymmetries, marks, stains, discolorations, cracks, scratches, repairs, worn edges, worn corners, worn fabric, holes, stains, rust, tarnish, chipped paint, and/or other indicia of aging, usage, or wear to be a damage or defect insofar as they are (a) reasonable wear and tear for a previously used Item and/or (b) known to ZZ and/or its applicable third-party partner prior to shipment and reasonably considered by ZZ and/or its applicable third party partner to be a distinctive characteristic of the Item in question, intended to add to the Item's style and aesthetic appeal.

The policies specified in this Section apply with equal force to leases and purchases.

ZZ Permits You to Terminate Your Lease, and You May Be Eligible for a Refund.

ZZ allows you to terminate your lease of one or more Items before the Lease Term has concluded. Under certain circumstances, as below described, you may be: (a) entitled to receive a partial or total refund and/or (b) assessed a substantial Administrative Fee (defined below) or Early

Termination Fee (same). To provide notice of your intent to terminate your lease, email support@zzdriggs.com with the subject line, "Lease Termination." Please make sure you provide the name of the Item(s) subject to termination, along with a detailed description of the Item(s), your reason for termination, and any other information reasonably requested by ZZ.

- **Terminating Your Lease within 24 Hours of Signing.** You may terminate your lease of one or more Items for any reason, at any time, within twenty-four (24) hours of signing this Contract. In such circumstances, you have the option of receiving a full refund of all amounts paid towards the Contract for that Item (*i.e.* the initial payment) or store credit.
- **Terminating Your Lease 72 Hours Before Shipment.** You agree that, if you request termination more than twenty-four (24) hours after you signed this Contract but more than seventy-two (72) hours prior to shipment of the subject Item(s), you will be charged an "**Administrative Fee**" (in all instances, \$250.00) but will not be under any further obligation with respect to the Items subject to termination. In such circumstances, you have the option of receiving a full refund of all amounts paid towards the Contract for that Item (*i.e.* the initial payment) or store credit, minus any amounts ZZ retains to satisfy the Administrative Fee.
- **Terminating Your Lease Immediately Before or After Shipment.** ZZ grants you a final window of time to decide whether you wish to proceed with leasing the Items, beginning seventy-two (72) hours prior to shipment and ending forty-eight (48) hours after the time of delivery, as recorded by ZZ and/or our shipping/delivery provider. Notwithstanding orders that are defective or otherwise non-conforming, you agree that, if you notify ZZ of your intention to terminate your lease of one or more Items within this window, ZZ will: (a) retain your initial payment as to the terminated Item(s); (b) cancel any further monthly payments on that Item; (c) charge your Payment Method and/or security deposit for an Administrative Fee; (d) refund any amounts remaining from your security deposit, if applicable.
- **Early Termination Fee.** You may terminate your lease contract before the end of the lease term at any time (*i.e.* after the first forty-eight hours of the Lease Term), for any reason, subject to an early termination fee equal to seventy-five percent (75%) of the total monthly payments remaining on the Contract (the "**Early Termination Fee**"), to be charged against you, via your security deposit and/or Payment Method, at the time of early termination.
- **Termination for Breach by ZZ.** You immediately terminate your lease upon written notice to ZZ if: (1) ZZ has breached or will imminently breach any of its obligations or responsibilities under the Lease Contract; (2) you have provided ZZ with express written notice of such breach or imminent breach; and (3) either (x) ZZ fails to cure such a breach or such imminent circumstances within fifteen (15) business days of written notice, or (y)

such a breach or such imminent circumstances is/are incapable of being cured within fifteen (15) business days of written notice. In the event of a breach by ZZ, you will not be liable for any monthly payments on your lease from the time of breach through termination, nor will you be responsible for any scheduled monthly payments following termination.

You agree that, regardless of when or why a termination occurs, you remain subject to all applicable terms and conditions from the GTC, your Lease Contract, the Terms & Conditions, Lease with Purchase Option, and ZZ's Privacy Policy; this includes but is not limited to terms relating to the pickup and return of your Item(s), as well as terms concerning your responsibilities and liabilities in connection any loss, damage, destruction, abandonment, and theft of your Item(s).

ZZ Permits You to Cancel or Return Your Purchase Under Limited Circumstances.

ZZ permits order cancellations and returns/refunds for certain purchased Items under limited circumstances, as herein described. To request a cancellation or return of a purchased Item, email support@zzdriggs.com with the subject line, "Purchase Cancellation" or "Purchase Return." Please make sure you include the name of the Item(s) that you seek to cancel or return, along with a detailed description of the Item(s), your reason for requesting cancellation/return, and any other pertinent information.

- **Final Sale Items.** With the exception of orders which are defective or otherwise non-conforming, you acknowledge and agree that ZZ does not permit the cancellation or return of Items which are made-to-order, custom-made, monogrammed, collectible, vintage, subject to sales/discount, or otherwise bearing a designation to indicate that the sale is final (including, without limitation, the designations "Final," "Final Sale," "Ineligible for Return," "No Returns," and "No Refunds") – except that such orders may be cancelled within twenty-four hours (24) of making said purchase, in which case you will be issued a full refund.
- **Cancelling Your Purchase at Least 72 Hours Before Shipment** Apart from Final Sale Items, as described in the prior paragraph, you acknowledge and agree that, if you request termination more than twenty-four (24) hours after your order confirmation but more than seventy-two (72) hours prior to shipment of the subject Item(s), you will be charged a Restocking Fee in the amount of 10% of the cost of the Item(s) being returned; you will not be charged shipping, delivery, pickup, return, or any other fees or costs for the Item(s) subject to cancellation prior to shipment, and you will be refunded the remainder of your purchase in full.
- **Cancelling Your Purchase Immediately Before Shipment & Returning Your Purchase Immediately After Shipment.** With the exception of orders that are defective or otherwise non-conforming, you acknowledge and agree that, to the extent you have purchased one or more Item(s) that are not subject to final sale, you are entitled to cancel your purchase within 72 hours prior to shipment and up to forty-eight (48) hours after the time of delivery, as recorded by ZZ and/or our shipping/delivery, provided that: (a) said Item remains in the same condition as when the Item was delivered to you upon return to ZZ; and (c) the returned Item either (i) reaches the location for return designated by ZZ or

our applicable third-party partner/provider within fourteen (14) days of the date we authorize and approve the return, or (ii) fails to reach the location for return designated by ZZ or our applicable third-party partner/provider during this timeframe through no fault on your end. If you return a purchased Item pursuant to this paragraph, ZZ will charge you for any and all costs relating to pick-up, and return of the Item(s) you are returning; ZZ will also charge you a Restocking Fee of 10% of the total cost of the Item(s) you are returning and an Administrative Fee (in addition to any pre-existing Administrative Fees). All amounts remaining after processing your return and assessing the aforementioned charges and any related fees (e.g. Administrative Fees) will be refunded, provided that the Item(s) remain in new condition. You acknowledge and agree that ZZ reserves the right to refuse to accept a return under this paragraph if you are unable to accomplish the return within fourteen (14) days of the date we authorize and approve the return; in that scenario, the subject Item(s) will either (a) remain with you or (b) will be shipped/delivered back to you, and ZZ will charge your Payment Method for all further shipment and delivery costs, plus an Administrative Fee.

ZZ May Terminate Your Lease or Cancel Your Purchase.

Termination of Your Lease by ZZ

ZZ may terminate your Lease Contract as to any Item(s) before the end of the lease term – at any time, for any reason, with or without cause, in its sole discretion – provided that ZZ furnishes thirty (30) days’ written notice of termination. In the event of termination without cause by ZZ, ZZ will provide you with a four-week window for the return of the subject Item(s), and a member of our team will call you to facilitate mutually convenient times and dates for pickup. ZZ will not charge you an Administrative Fee for any rescheduled pickup dates under the scenario described in this paragraph, and will refund you on a *pro rata* basis in the event such termination occurs while you have a balance of paid time remaining on the subject lease.

You further acknowledge and agree that ZZ reserves the right to cancel your Lease Contract, retain your first month’s payment on the lease, and charge your Payment Method and/or security deposit for an Administrative Fee upon the soonest of: (a) three (3) total instances (singular or combined) of rescheduled delivery appointments, relocated delivery appointments, and/or unsuccessful delivery attempts which result from scheduling, accessibility, responsiveness, and/or availability issues relating to you and/or one of your trusted, designated persons (by way of example, two (2) rescheduled appointments and one (1) unsuccessful delivery attempt would constitute three (3) total combined instances); (b) your failure to reschedule delivery for a date which falls within two (2) weeks of the date being subjected to rescheduling (c); your failure to select a zip code for relocation which is serviced by ZZ; (d) your unresponsiveness to at least four (4) separate attempts by a ZZ representative or one of our third party providers to schedule a delivery the Item(s); (e) an explicit refusal by you or your designated individual to provide a signature and/or permit photos of the Item(s) and/or the surrounding area for reasons unrelated to a non-conforming and/or defective order; (f) inability to reasonably fit and safely maneuvered the Item(s) through all necessary entrances, exits, and access points, such that they can be practicably delivered to and utilized at desired location within the specified destination, as reasonably determined by ZZ and/or its third-party provider; and/or (g) inability to reasonably and safely

deliver the Item(s) due to the shipping/delivery route or point being a remote, difficult, inaccessible, and/or dangerous location, as reasonably determined by ZZ and/or its third-party provider.

In addition to those “for cause” termination circumstances enumerated in the previous paragraph, ZZ may immediately terminate the Lease Contract upon written notice to you if: (1) you have breached or will imminently breach any of your obligations or responsibilities under the Contract; (2) ZZ has provided you with express written notice of such breach or imminent breach; and (3) either (x) you fail to cure such a breach or such imminent circumstances within fifteen (15) business days of written notice, or (y) such a breach or such imminent circumstances is/are incapable of being cured within fifteen (15) business days of written notice. In the event that ZZ terminates this lease for a breach or imminent breach by you, you agree that ZZ may charge you for an ETF, via your security deposit (if any) and/or Payment Method, as calculated from the date of breach, except in circumstances where ZZ has not been able to deliver the Item(s) subject to termination.

Cancellation of Your Purchase by ZZ

If ZZ elects to cancel your purchase in whole or in part, through no fault on your end, ZZ will refund all amounts charged and will assess no fees or penalties for such cancellation.

You acknowledge and agree that ZZ reserves the right to cancel your purchase, retain a 10% Restocking Fee, retain all shipping, handling, and delivery costs, and charge your Payment Method for all pickup and return costs, plus all applicable fees and penalties, including without limitation any Administrative Fees, upon the soonest of: (a) three (3) total combined instances (singular or combined) of rescheduled delivery appointments and/or unsuccessful delivery attempts which result from scheduling, accessibility, responsiveness, and/or availability issues relating to you and/or one of your trusted, designated persons (by way of example, two rescheduled appointments and one (1) unsuccessful delivery attempt would constitute three (3) total combined instances); (b) your failure to reschedule delivery for a date which falls within two (2) weeks of the date being subjected to rescheduling; (c) your unresponsiveness to at least four (4) separate attempts by a ZZ representative or one of our third party providers to schedule a delivery of your purchased Item(s); (d) an explicit refusal by you or your designated, trusted person to provide a signature and/or permit photos of your purchased Item(s) and/or the surrounding area for reasons unrelated to a non-conforming and/or defective order; (e) inability to deliver your Item(s) due to issues with fitting through or into spaces around the intended location for the Item(s); and/or (f) inability to reasonably and safely deliver your Item(s) due to the shipping/delivery route or point being a remote, difficult, inaccessible, and/or dangerous location, as reasonably determined by ZZ and/or its third-party provider.

Returning & Evaluating Your Items.

- **Scheduling Pickup.** In the event that you are returning one or more Item(s) pursuant to the terms of this Return & Cancellation Policy, a representative from ZZ will contact you to schedule your pickup shortly after cancellation or termination, as applicable.

The Parties agree that they shall schedule pickup of the subject Item(s) to occur within two (2) weeks of when ZZ first contacts you to schedule the pickup.

- **Pickup of Items.** You acknowledge and agree that ZZ requires you to make yourself or a trusted, authorized individual over the age of eighteen (18) available to facilitate the pickup of the Item(s) on the scheduled pickup day, during your scheduled window of time. You agree that, to the extent you authorize a trusted individual to facilitate the pickup, you will provide us with the full name, phone number, and email address of this authorized individual no later than three (3) days prior to your pickup. You acknowledge that ZZ requires you or your authorized individual to present a valid, government-issued photo identification at the time of pickup - and to permit photographs of the Item(s) the surrounding area, and the government-issued ID - and reserves the right to refuse to pick up an Item without first seeing and photographing a valid, government-issued photo identification and photographing the Items and the locations in and around the Items. You acknowledge and agree that you will not leave any Item unattended for pickup. If ZZ attempts a pickup, but is unable to pick up the Item(s) on the scheduled date and at the designated location – through no fault of ZZ, its third-party provider, or force majeure circumstances – ZZ will charge you an “Administrative Fee” (\$250.00 U.S.D.). You hereby authorize ZZ to charge your Payment Method for any Administrative Fees that arise in connection with the attempted and/or actual pickup of the Item(s). While ZZ and/or our Affiliates will try to arrive for pickup in a timely fashion, you acknowledge and agree that ZZ does not guarantee pickup during any particular date or window of time and holds no liability for failing to meet the agreed-upon pickup date or window.
- **Rescheduling Pickup of Your Item(s).** Apart from any failure to pick up or rescheduling by ZZ, you may reschedule a pickup up to three (3) days prior to the scheduled pickup date without incurring an Administrative Fee; otherwise, you will incur an Administrative Fee (\$250.00) for each rescheduled delivery. When rescheduling a pickup, you must select a date which falls within two (2) weeks of the date being subjected to rescheduling. You acknowledge and agree that, if you reschedule the pickup date three or more times, you will pay an Administrative Fee for the third rescheduling and each subsequent rescheduling – regardless of whether you provided three (3) days’ notice. You hereby authorize ZZ to charge your security deposit and/or Payment Method for any Administrative Fees that arise in connection with the attempted and/or actual pickup of the Item(s), as well as any other fees or penalties provided for in a separate agreement which relate to the delivery of the Item(s).

- **Inability to Pick Up Your Item(s) (Lease).** You acknowledge and agree that ZZ reserves the right to charge your security deposit (if applicable) and/or Payment Method for the exercise of a purchase option, calculated as of the most recent monthly payment, for any Item you leased from ZZ, plus any Administrative Fees – to the extent not covered by a security deposit, if applicable, which ZZ will retain to cover such amounts – upon the soonest of: (a) three (3) total combined instances (singular or combined) of rescheduled pickup appointments and/or unsuccessful pickup attempts that are not the fault of ZZ, its third-party provider, or force majeure circumstances (by way of example, two rescheduled appointments and 1 unsuccessful pickup attempt would constitute three (3) total combined instances); (b) your failure to reschedule pickup for a date which falls within two (2) weeks of the date being subjected to rescheduling; and (c) your unresponsiveness to at least four (4) separate attempts by a ZZ representative or one of our third party providers to schedule a pickup of one or more Items.
- **Inability to Pick Up Your Item(s) (Purchase).** You acknowledge and agree that ZZ reserves the right to refuse your attempted return and decline to issue you a refund or credit upon the soonest of: (a) three (3) total combined instances (singular or combined) of rescheduled pickup appointments and/or unsuccessful pickup attempts that are not the fault of ZZ, its third-party provider, or force majeure circumstances (by way of example, two rescheduled appointments and 1 unsuccessful pickup attempt would constitute three (3) total combined instances); (b) your failure to reschedule pickup for a date which falls within two (2) weeks of the date being subjected to rescheduling; and (c) your unresponsiveness to at least four (4) separate attempts by a ZZ representative or one of our third party providers to schedule a pickup of one or more Items.
- **Delay or Failure by ZZ to Pick-Up or Collect Payment.** You agree that any delay or failure by ZZ to pick-up and/or collect payments on Item(s) remaining in your possession, custody, or control shall not be construed to extend a lease term, grant you title or ownership of the Item(s), excuse any of your obligations under a Lease Contract, our General Terms & Conditions, our Terms & Conditions: Lease with Purchase Option, our Terms & Conditions of Purchase, or any other agreement between you and ZZ, or otherwise waive any of ZZ's available remedies under this Lease Contract and/or applicable law.
- **Evaluating Your Item(s).** In the event of a return permitted under this Return & Cancellation Policy, you shall be liable for any difference between: (a) the residual value of any leased Item and the realized value of that Item, up to the cost of the purchase option, as calculated from the most recently monthly payment; and (b) the full retail value of any purchased Item and its actual – in each case, as determined by ZZ, based on ZZ's standards of wear and use, which shall be reasonable. Within ten

(10) business days of ZZ's receipt of Item(s) permitted to be returned under this Return & Cancellation Policy, ZZ shall conduct a good-faith evaluation of the Item(s) to determine whether and, if applicable, to what extent there is any unreasonable and/or excess wear and/or use. ZZ will provide you with written notice of any unreasonable and/or excess wear and/or use, including a description and dollar value, within twenty (20) business days of ZZ's receipt of your returned leased property. If you receive such a notice, you will have ten (10) business days from the date of such notice to provide a good-faith written notice to ZZ that you intend to challenge ZZ's evaluation of wear and use. If you provide timely, proper notice to ZZ that you intend to challenge ZZ's evaluation of wear or use, you may pursue a professional appraisal of the value of the property from a qualified, independent third party agreeable to both Parties, with each Party responsible for fronting their own fees and costs, and with fees and costs ultimately shared in inverse proportion to the relative amounts of the disputed amount determined to be for the account of ZZ and you (the "Appraisal Process"). If you do not provide timely, proper notice to ZZ that you intend to pursue the Appraisal Process - or if it is determined that there was unreasonable or excess wear or use through the Appraisal Process - you agree that ZZ may charge you, via retention of your security deposit (if applicable) and charging your Payment Method, as ZZ's election, for all costs and expenses associated with repair/replacement of the subject Item(s) and all applicable Appraisal Process fees and costs owed to ZZ.

- **Risk of Loss.** You acknowledge and agree that, under all circumstances, the risk of loss, damage, theft, abandonment, and destruction for an Item that you have accepted and are attempting to return remains with you until that Item has reached its final return destination, as designated by ZZ or the applicable third-party partner/provider. You acknowledge and agree that ZZ and its third-party partners and providers reserve the right to decline your return and refuse to refund your purchase if the subject Item(s) are not timely received, or are determined to have been received in a materially different condition than they were delivered to you - in that scenario, the subject Item(s) will be shipped/delivered back to you, and ZZ will charge your Payment Method for all additional shipment and delivery costs, plus an Administrative Fee. Furthermore, you acknowledge and agree that you shall be responsible for damage or destruction to any Item which was not purchased or leased by you, but which becomes damaged and/or destroyed as a result of proximity to an Item that you purchased or leased that is, at the time, subject to contamination, infestation, or hazard.