

ROCKING K TECHNOLOGIES, INC.  
TERMS OF SERVICE

Version: 1.0

Effective Date: January 23, 2026

Last Updated: March 17, 2026

These Terms of Service ("Terms") govern your access to, and use of the Rocking K platform, products, and services (collectively, the "Services") provided by Rocking K Technologies, Inc. ("Rocking K," "we," "our," or "us").

By accessing or using the Services, you agree to these Terms.

These Terms apply to the Rocking K demo and pilot offerings and may be updated prior to full commercial launch.

**Overview of the Rocking K Platform.** Rocking K is a financial technology platform designed to help families earn rewards related to eligible childcare expenses and to provide childcare providers with visibility into related activity.

Rocking K does not operate as a childcare provider, does not replace provider billing systems, and does not set, collect, or determine tuition obligations. Childcare providers remain the system of record for tuition, billing, enrollment, and payment policies.

**Eligibility.** You must be at least 18 years old to create an account. Parents, guardians, and childcare providers may access different features of the Services.

Use of certain features may be subject to additional eligibility requirements, including identity verification and third-party approvals.

**Pilot Phase and Service Availability.** Rocking K may offer certain features during limited pilot or early-access periods.

During these periods features may be modified, delayed, or unavailable, Rewards structures may change, and payment capabilities may be limited or simulated. Rocking K provides no guarantee of uninterrupted availability. Rocking K reserves the right to expand, suspend, or discontinue any feature at any time.

**Payments and Financial Services.** Rocking K operates as a technology platform and program manager coordinating access to financial services provided by regulated third-party partners. Rocking K does not hold, custody, or transmit funds and is not a money transmitter. All payment services are provided by third-party institutions and service providers. Payment processing, card issuance, ACH transfers, and reward fulfillment may involve third-party financial institutions, processors, and service providers. Rocking K does not guarantee settlement timing, clearance, or approval of any transaction. Returned payments, failed payments, or processing delays may occur and are governed by the policies of the applicable financial institutions.

**No Financial Advice.** The Services are provided for informational and operational purposes only and do not constitute financial, legal, or tax advice. Rocking K does not provide personalized financial recommendations or advice regarding payment methods, rewards, or financial decisions. Users

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should consult their own financial, legal, or tax advisors regarding their individual circumstances.

**Rewards and Credits.** Rewards, points, credits, or similar incentives:

- Have no cash value unless expressly stated
- Are subject to change or expiration
- May be limited by program rules or provider participation
- Do not reduce tuition owed unless explicitly applied and accepted by the provider

Rocking K does not guarantee reward availability or redemption options. Rewards are promotional in nature and may be modified, limited, or discontinued at any time at Rocking K's sole discretion.

**Provider Relationships.** Childcare providers who participate in Rocking K do so voluntarily. Rocking K does not:

- Control provider pricing, policies, or enrollment decisions
- Guarantee additional revenue, enrollments, or savings
- Act as an agent or representative of any provider

Providers are solely responsible for their own billing systems, payment terms, and compliance obligations. Rocking K does not guarantee participation by any childcare provider or acceptance of rewards, payment methods, or program features by providers.

**User Responsibilities.** You agree to:

- Provide accurate and current information
- Use the Services for lawful purposes only
- Maintain the confidentiality of your account credentials

You are responsible for all activity conducted through your account.

**Prohibited Activities.** You agree not to use the Services to engage in any unlawful, fraudulent, or abusive activity. Prohibited activities include, but are not limited to:

- Misrepresenting your identity or providing false information
- Attempting to gain unauthorized access to accounts, systems, or data
- Using the Services to engage in fraudulent transactions or payment abuse
- Circumventing or attempting to circumvent platform controls, reward structures, or program rules
- Interfering with the operation, security, or integrity of the Services
- Using automated systems, bots, or scraping tools without authorization
- Engaging in any activity that violates applicable laws, regulations, or third-party terms

Rocking K reserves the right to investigate suspected violations and may suspend or terminate access to the Services, revoke rewards, or take other action as appropriate. Rocking K may take action to prevent or mitigate suspected fraud, including limiting transactions, withholding rewards, or coordinating with financial partners.

**Data and Privacy.** Your use of the Services is subject to our Privacy Policy, which describes how information is collected, used, and shared.

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Rocking K does not knowingly collect personal information directly from children.

**Intellectual Property.** All content, trademarks, software, and materials provided through the Services are owned by or licensed to Rocking K. You may not copy, modify, distribute, or reverse-engineer any part of the Services without prior written consent.

**Disclaimers.** The Services are provided "as is" and "as available." To the fullest extent permitted by law, Rocking K disclaims all warranties, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Rocking K does not guarantee financial outcomes, cost savings, or uninterrupted service.

**Limitation of Liability.** To the maximum extent permitted by law, Rocking K shall not be liable for any indirect, incidental, consequential, or punitive damages, including loss of profits, data, or goodwill arising out of your use of the Services.

**Termination.** Rocking K may suspend or terminate access to the Services at any time for any reason, including violation of these Terms.

You may discontinue use of the Services at any time.

**Changes to These Terms.**

We may update these Terms from time to time. Continued use of the Services after changes become effective constitutes acceptance of the updated Terms.

**Dispute Resolution.** Any dispute, claim, or controversy arising out of or relating to these Terms or the Services (a "Dispute") shall first be attempted to be resolved informally by contacting Rocking K at the contact information provided below. If the Dispute cannot be resolved informally, it shall be resolved by binding arbitration administered by a nationally recognized arbitration provider, in accordance with its applicable rules. Arbitration shall be conducted on an individual basis, and not as part of a class, collective, or representative action. You waive any right to participate in a class action lawsuit or class-wide arbitration. Judgment on the arbitration award may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or equitable relief in a court of competent jurisdiction for matters relating to intellectual property, unauthorized access, or misuse of the Services.

**Governing Law.** These terms are governed by the laws of the State of Minnesota, without regard to conflict of law principles.