

MEMBERSHIP TERMS AND CONDITIONS



Enrollment: These Membership Terms and Conditions form the agreement (the "**Agreement**") between ShareNetwork, LLC ("**Company**", "**we**", "**us**", "**our**") and the person named in our Membership Application ("**Applicant**", "**you**", "**your**"), each a "**Party**" and collectively referred to as "**Parties**." You agree that you are at least 18 years of age or that if you are between 13 and 18 years old, you have obtained permission from your parents or legal guardians to enter into this Agreement. Only individuals may apply for a membership with us. We reserve the right to prevent access to our loyalty services, mobile apps and websites from any IP addresses outside of the U.S. and Canada.

Membership: We provide and manage a loyalty-based network of businesses and technologies, mobile applications, websites owned and operated by ShareNetwork, including www.sharenetwork.com, payment and customer engagement/analytics platforms and other various programs and services, including the hosting of private-labeled loyalty programs (collectively the "**Network Services**" or simply the "**Network**"). You understand and agree that by submitting your application information, you are entering into this Agreement to become a "**Member**" of the Network which is comprised of members, different types of merchants and affiliated companies, charities and nonprofit organizations, Affinity Group Operators ("**AGOs**"), third party providers, advertisers and other participants (collectively, "**Network Participants**"). You further understand there are different types of Network memberships offered by AGOs, each with different features ("**Membership**"). However, all memberships in the Network shall provide you with some level of discounts, rebates, bonuses, rewards, points, gifts, coupons, cash credits and/or other loyalty incentives (collectively, "**Rewards**") as well as other products, programs, privileges, and services (collectively, "**Benefits**") based on the type of Membership you sign up for and your eligible transactions at participating merchants ("**Network Merchants**"). In addition, you understand that an important part of any Network Membership is its automatic giving structure for helping charities whereby a small portion from your rebates from eligible purchase transactions is given to the "**Help Worldwide Foundation**" (the "**Foundation**") which then donates to charities and NPO's. Certain Memberships allow you to designate a specific charity or cause for this embedded giving structure.

Cost and Term(s) of Membership: Memberships are promoted and sold by various Network Participants on our behalf. Although we offer training and have strict information policies, we cannot control everything said or done by Network Participants promoting Memberships. Understanding this difficulty, you choose to take responsibility for your decision to join the Network or not and hereby release us from any and all claims that you may have against us in the future in connection with (i) any Membership fees you pay to any party other than us, or (ii) in connection with any acts, omissions, representations, or guarantees made by any party other than us, with respect to your Membership. If you have any questions about the cost, claims, or benefits of your Membership, you may contact the Company directly at help@sharenetwork.com. You further understand and agree that, following a three (3) day right to cancel your Membership, any applicable Membership fee is non-refundable. In the event a Membership is activated, used by the Member to receive Rewards and/or Benefits, and then cancelled within the aforementioned time frame, we will subtract the value of any Rewards and/or Benefits received by the Member from the refunded amount. Memberships are non-transferable and unless they are cancelled or terminated earlier, the Membership gives you the right to the Rewards and Benefits attached to the Membership for an initial period of one (1) year from the date of activation. Your Membership is deemed fulfilled upon issuance of your unique Membership ID number, regardless of whether you use your Membership or not or whether you earn any Rewards or Benefits or not.

Member Information/Relationship to Company/TPP: You understand and agree we may verify, authenticate, register, forward, assign, license and/or transfer any information contained in or related to you under this Agreement in accordance with our **Privacy Policies**. Nothing in this Agreement is intended to or shall in any way establish an agency, joint venture, partnership, a franchise, or fiduciary relationship between the Parties and neither Party shall have the right or authority to act for or on behalf of the other Party unless specified herein. Other Network Participants include, but are not limited to, the LoyaltyShare Clearinghouse, accredited financial institutions ("**Bank(s)**") and/or processors, mobile app suppliers and card fulfillment companies (collectively "**Third Party Provider(s)**" or "**TPP(s)**"). You agree TPPs may be used for more than one purpose, including, but not limited to, tracking Rewards and purchase transactions using a unique ID number assigned to you during the registration process which can be matched to a mobile app you download or a personalized loyalty card ("**Card**") which will be delivered to you following our application approval process if you have purchased a Membership that includes a Card.

Transactions/Charitable Contribution: Under this Agreement, a "**Transaction**" is a purchase made by a Member at a Network Merchant. A "**Qualified Transaction**" is a purchase made by a Member at a Network Merchant: (i) that is undisputed and successfully tracked by us (ii) for which a fee is paid by the Network Merchant to us ("**Referral Fee**") and (iii) such Referral Fees are successfully collected and distributed to various Network Participants by us. We shall provide you with a password-protected online "**Member Dashboard**" where you can view and manage reports of your Rewards and Benefits earned, tracked and successfully collected. You agree to notify us within sixty (60) days following any disputed Transaction that is either not posted or is inaccurately posted on your Dashboard, and if you do not notify us in such time frame, then you understand you will automatically forfeit any further rights to dispute such Transaction(s) or any associated Rewards or Benefits.

Rewards/Benefits/Charitable Giving: Our Memberships vary from free mobile app discount Memberships to paid Memberships that provide you with the eligibility to receive cash-credits and rebates while funding charities you support at the same time. All Memberships include the ability to earn Rewards, such that through our online portal you are then able to redeem your Rewards to purchase products and services for reduced prices (The "**Points Catalog**"). Therefore, you agree to be bound by the "**Points & Rewards Rules**" which are posted in the Network and which are incorporated into and made a part of this Agreement as if they were fully set forth herein. Our Points & Rewards Rules describe how a small portion from a Points Catalog purchase (along with any Referral Fees collected) made by you will be automatically donated to the Foundation for further distribution. These amounts come as a result of different transactions, but both are labeled as a "**Charitable Portion**." During the initial registration of a paid Membership or if you elect to upgrade to

a paid Membership, then you have the option to request that your Charitable Portion be donated to a specific charity or charitable cause. We cannot guarantee that your requested charity will receive your Charitable Portion, only that it will be donated to a 501(c)(3) charity. All charitable requests by our Members will be considered, but ultimately the Foundation will determine which charitable causes will receive the donations. Further, we make no guarantees as to the tax deductibility of such donation and advise you to seek a qualified tax specialist for IRS reporting purposes. In addition, you may opt out of the charitable giving component by complying with our instructions found in its Points & Rewards Rules. We will provide you, through the Member Dashboard, an annual accounting of the Charitable Portion given on your behalf. You further understand and agree that the nature of the Rewards and the amount of Rewards offered by Network Merchants and collected and distributed by us and our TPPs, will vary and may be subject to change at any time without prior notification to you. We and/or our TPPs are not liable for paying Rewards or Benefits that are uncollected or not collectable from a Network Merchant and/or for any discounts that are not honored by a Network Merchant. You acknowledge that a Network Merchant may not pay any Rewards for certain products for any reason.

Records and Payments: During the registration process, if payment is required, you can select a method of payment for your Membership, for renewals, for online purchases, etc. If you elect to utilize your checking/savings account ("**Designated Account**") for payments and any future Benefit or Reward credits, if applicable, then you must list your bank routing and account number on the Automated Clearing House ("**ACH**") form found in your Member Dashboard. Points and any cash-credits will be available for redemption in the Points Catalog. Cash-credits are earned as a rebate from the Referral Fee a Network Merchant pays on Qualified Transactions and will be posted as "PENDING" until a 30-60-day settlement period has passed. Credit for, and access to, certain Rewards are subject to: (i) the undisputed collection of a Referral Fee from a Network Merchant, (ii) a 30-60-day settlement period for cash-credit, and (iii) the subtraction of any applicable Bank and/or TPPs fees. We reserve the right to select and change (a) the methods available to access cash-credit, (b) "PENDING" time frames, (c) any collected "Threshold" amounts that may be applied, and (d) any applicable bank/processing fees. In the event that a Network Participant and/or a TPP disputes the validity of a Transaction and/or the payment of a Reward, you must be able to document your purchase by either showing your Transaction receipt or any other acceptable proof showing the amount(s) of the Transaction and that the Card or mobile device, as applicable, was properly swiped or scanned. Further, you agree to hold such documentation for a period of sixty (60) days following each Transaction. If you are unable to document the validity of the disputed Transaction, the Reward paid as a result of the disputed Transaction will be credited back to the appropriate Network Participant. Any Rewards previously paid on disputed purchases may be collected from future Rewards or debited from your Designated Account, including chargebacks and other associated fees charged by us and/or TPPs. This provision shall survive the termination of this Agreement. In the event a payment is uncollectible for any reason, you hereby authorize us and/or our TPPs to attempt to collect the principal amount due plus any associated fees by resubmitting the returned item to the Bank housing the Designated Account and again attempting to collect the principal amount due plus any fees resulting from the failed collection attempt, including a fee for insufficient funds (up to the maximum allowed by applicable state law), if applicable.

Term & Termination: Upon complete payment of the Membership fee (if any) and activation of the Card (if applicable), your Membership is valid for a one (1) year term ("**Term**"). After the initial Term, your Membership shall automatically renew each year for an additional one (1) year Term upon receipt of payment of the renewal fee, if any, established by us until: (i) you cancel the auto-renewal prior to the end of the Term, or (ii) your Membership is terminated by us. Your Membership may be suspended or terminated by us, at our sole discretion, if you breach this Agreement or any terms related to our applicable "**Network Policies**" (which include our "**Terms of Use**," "**Privacy Policy**," and "**Points & Rewards Rules**") which we may modify from time to time. Your Membership will be terminated on the annual renewal date if for any reason we cannot collect the renewal fee from you. Expiration, cancellation, or termination of this Agreement will release us and all our TPPs from any further obligations hereunder. However, you shall remain liable for any chargebacks or cash-credits paid to you that are subsequently disputed and refunded to a Network Merchant. You further understand that you may still receive some pre-scheduled communications after such cancellation or termination. You cannot earn Rewards or Benefits after termination. Should you object to any of the terms and conditions of this Agreement or Network Policies, or become dissatisfied with us for any reason, your only recourse is to discontinue participation in the Network Services, cancel the auto-renewal of your Membership and uninstall any software and/or any third-party apps associated with the Network Services. We reserve the right to terminate the Membership of any Member who appears to be using his/her Membership in a manner inconsistent with the Network Policies, the intent of this Agreement, or any other of our Network Services guidelines or rules.

Renewal: Unless cancelled by you or suspended or terminated by us in accordance with these terms, you agree to allow us to automatically renew your Membership on or shortly before the annual renewal date of said Membership by and at our discretion: (i) charging the credit card listed on your registration application, (ii) debiting your Designated Account, or (iii) by offsetting and retaining up to 100% of any cash-credits owed but not yet disbursed to you, up to an amount equal to the renewal fee. If the Membership Renewal fees are not paid as provided herein, your Membership may be immediately terminated at our discretion.

Replacement Cards/Additional Cards: Depending on the type of Membership for which you applied, in the event that your Card, if applicable, is lost, stolen, ceases to work due to ordinary wear and tear or as a result of damage, or otherwise needs to be replaced, there will be a fee to replace the Card (a "**Replacement Fee**"). The Card that may be issued by us will have an expiration date approximately 3 years from original issuance and must be replaced upon such expiration. At the end of 3 years, we will send a new Card to you, dependent upon your type of Membership renewal, at the address of record described in your Member Dashboard at that time. If you elect to order a replacement Card prior to its expiration, the Replacement Fee for such Card will be the price, as reasonably determined by us, charged to you and separate from and in addition to any Membership fee previously paid by you.

Card Deterioration: You acknowledge that Cards utilize a magnetic strip that allows for the tracking of transactions and that such magnetic strips function for a limited period of time depending on use and care of Card. We make no representations or warranties regarding the useful life of each Card. Any Card that requires replacement during the Term because the magnetic strip has ceased to function shall be subject to the Replacement Fee as described above regardless of the amount of time you have had it or how much you have used it.

Promotions Offered by Network Participants: As a Member, participation in approved promotions offered by Network Participants are solely between you and the Network Participant with whom you engage or correspond. Unless otherwise provided for herein, we only act as a facilitator of the Network through our websites and TPPs and therefore assume no liability, obligation, or responsibility for any such engagement in which you elect to participate, including without limitation withdrawal or modification of any offer or promotion by a Network Participant.

Fraud: You understand and agree that you shall not use the Membership or the Card in a fraudulent, malicious, or dishonest manner. If we or any Network Participant learns of any fraudulent, malicious, or dishonest use of the Card, Membership, Rewards, Benefits, or Network Services (collectively, "**Applicant Misconduct**"), then such parties have an obligation to report such misconduct to state and/or federal authorities and may refuse to pay any pending Rewards or Benefits to you unless such cause is resolved by mutual consent of the parties involved. You further agree that if you engage in Applicant Misconduct, we will suffer irreparable harm to our business or assets, and we shall have the right to immediately terminate this Agreement. Accordingly, we shall be entitled to seek injunctive relief against you as necessary along with any other applicable remedies for a breach or threatened breach of this Agreement. By becoming a Member, you have given us permission to review your account with Network Merchants and other Network Participants in cases where there is evidence of fraudulent activity.

Disclaimer: WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND INCLUDING, BUT NOT LIMITED TO, ANY EARNINGS, REWARDS, AND/OR BENEFITS OTHER THAN THOSE EXPRESSLY INCLUDED IN THIS AGREEMENT. WE SPECIFICALLY DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, BEYOND THOSE CONTAINED IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WE DO NOT WARRANT OR GUARANTEE THAT THE TRACKING, MATCHING, PROCESSING, OR SETTLEMENT OF QUALIFIED TRANSACTIONS AND ASSOCIATED REWARDS AND BENEFITS WILL BE FREE FROM ERRORS, INCLUDING OMISSIONS, INTERRUPTIONS, DELAYS, LOSSES, OR DEFECTS, WHETHER HUMAN OR MECHANICAL. WE DO NOT WARRANT OR GUARANTEE THE CONTINUATION OF THIS AGREEMENT OR ANY SPECIFIC SERVICE AND/OR PRODUCT FOR ANY REASON INCLUDING THE TERMINATION OF BANKS, PROCESSORS, FINANCIAL INSTITUTIONS, AND/OR ANY OTHER THIRD PARTY PROVIDER.

Indemnification: You agree to indemnify and hold us, our TPPs and our owners, directors, managers, officers, employees, independent contractors, representatives, agents, affiliates, successors, attorneys, and permitted assigns harmless from and against any and all liabilities, claims, suits, other legal actions and proceedings, demands, damages, losses, costs and expenses of any kind or nature, including, without limitation, reasonable legal fees and expenses, arising out of or otherwise relating to the failure of a TPP to process the payment of any Rewards or Benefits, or relating to your breach or violation of any provision of this Agreement, including but not limited to, any gross negligence, misrepresentation, fraud, or violation of any government laws, regulations, or rules, or from a litigation between you and a Network Participant for any reason whatsoever. In addition, you indemnify and hold us harmless against any claim arising from your failure to pay for any transaction between you and a Network Merchant. You further agree that if you commit fraud, violate any government laws, regulations, or rules, or breach this Agreement, then we shall be entitled to recover reasonable attorneys' fees in any legal prosecution or proceedings to enforce our rights under this Agreement.

Customer Service>Returns: We shall provide customer service contact information on our website and provide customer service on all matters pertaining to our Network Services and all Transaction-related questions or disputes. We will also work directly with you to settle any disputed Transaction or Reward issues according to the applicable policies and procedures. Returns of products purchased in the Points Catalog are subject to the selling Merchant/manufacturer's guidelines and rules, and we will help facilitate such returns in accordance with our "**Shipping & Return Policies.**"

Notifications: You agree to receive promotion-related communications, including but not limited to newsletters, information pertaining to participating Merchants, Rewards, or new services from us, our TPPs, and/or Network Merchants through the email address provided. You may elect to "opt-out" from receiving such communications on your Member Dashboard. In addition, we reserve the right to send messages to Members from time to time which may include our system updates, flash bulletins, order confirmations, payments, legal notices, administrative announcements, special requests, and other similar messages (collectively, "**Administrative Messages**") and which may be sent via email, mail, or other means (such as push notifications). In accordance with our Privacy Policy, Members can elect to stop receiving promotion-related emails through their Member Dashboard, but cannot unsubscribe from these Administrative Messages while enrolled in the Network. If you elect at any time to receive a notification by text message and/or email, neither we nor our TPPs nor our Network Merchants shall be responsible for the cost of the receipt of text messages charged by your mobile carrier to you nor for the cost of the internet connection used to access your email account to read email notifications.

Legal Notices: You understand and consent to receiving notices from us and/or our TPPs through (i) your Member Dashboard; and/or (ii) the email address you provide. Electronic communications are presumed to be received by you when sent by us, whether they are actually received or opened or read or not. We and/or our TPPs are not responsible for your inability to connect to the Internet, receive electronic communications, our emails being redirected to your spam/junk mail folder, or access to our websites, nor for the cost of the internet connection used to access your Member Dashboard and/or email account. Any notice given hereunder shall be in writing and binding and deemed to have been

given when deposited in the US Mail or in a registered or certified pre-paid envelope, or by our publication, or email to you, or public announcement, or posted on our websites.

Merchants: Neither we, nor our TPPs, nor Network Participants shall have any obligation to honor Rewards and/or pay Rewards for a purchase generated at a merchant that is not, at time of purchase, an approved Network Merchant in good standing with us. This release shall apply even where a merchant misrepresents itself as a bona fide Network Merchant, including any display of a ShareNetwork logo and/or decal, if applicable, on its walk-in or online store.

Limit of Liability: We shall not be liable in connection with the awarding or redemption of points, or cash-credits, including but not limited to the failure to award points or cash-credits. We and/or a TPP's total liability for loss or damage incurred by you or through your participation in the Network Services, (including the loss of any Rewards or Benefits) shall not under any circumstances exceed Forty Dollars and no/100 (\$40.00). We shall have no liability to you for: our discontinuation or modification of our products or services, a Network Merchant's discontinuation or modification of any Rewards they may offer, our acceptance of or rejection of this Agreement, or a delay by us in accepting, rejecting, or processing this Agreement. We make no guarantee, representation, or warranty with respect to any potential Rewards or Benefits from your participation in the Network Services. If we and/or any TPP's are unable to perform any of its/our obligations under this Agreement due to any Force Majeure event, then: (i) we and/or our TPP's performance lapses shall be excused, (ii) the time of performance shall be extended, and (iii) any and all claims against us and/or our TPPs shall hereby be considered as waived by you.

Force Majeure: Means an event beyond the control of either Party, which prevents it from complying with any of its obligations under this Agreement, including but not limited to: an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); war, hostilities (whether war be declared or not), invasion, act of foreign enemies, insurrection, or civil war; contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; riot, commotion, strikes, go slows, lock outs or disorder; or acts or threats of terrorism.

Changes & Notifications: You may not change or alter any term or condition of this Agreement without our prior written consent. These terms may be modified by us and/or by a TPP that may change, suspend, or discontinue any Reward, Benefit, aspect or feature of the Network Services, or any term or condition of this Agreement at any time, without prior notice or liability.

Disputes: If any dispute relating to this Agreement, or the breach hereof, cannot be settled through a private negotiation conducted in good faith, the Parties agree to settle by an arbitration administered by the American Arbitration Association and such settlement shall be considered irrevocable and binding. Arbitration shall be conducted within the County of Los Angeles, State of California and the arbitrators shall apply the substantive laws of the State of California. Each Party to the arbitration shall pay its pro-rata share of the expenses and fees of the arbitration together with other expenses incurred or approved by the arbitrators subject to reallocation and/or award of costs and fees upon conclusion of the controversy. The decision of the arbitrator(s) shall be final, conclusive and binding upon all Parties. The decision of the arbitrator(s) may be entered as a judgment and shall be enforceable by any court having jurisdiction over the Party against whom enforcement is sought. Arbitration shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to claims between you and us alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

EACH PARTY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

Nature of Obligations and Waivers: Under this Agreement, all rights, powers, performance obligations, and privileges of the Parties are separate, cumulative, and can be exercised at the same time or successively. Waiver by either Party of any breach of any term of this Agreement or failure to insist upon strict compliance with any provision of this Agreement shall not operate or be construed as a continuing waiver of such provision or constitute a waiver of any other provisions.

Survival: All terms and obligations set forth in this Agreement which either expressly or by their nature (including this section) survive the termination, cancellation, or expiration of this Agreement, if necessary for the completion of the obligations of this Agreement shall continue in full force and effect beyond such termination, cancellation, or expiration until such time as they are satisfied and completed or by their nature expire.

Entire Agreement & Assignment: This Agreement, along with the applicable Network Policies, constitutes the entire understanding between the Parties regarding your participation in the Network Services and is expressly intended to supersede any prior oral or written promises, representations, guarantees, or agreements related to your Membership, including without limitation, any promises, representations, guarantees, or agreements related to Memberships made by any party other than us, and to deprive them of any further force and effect. Should any provision of this Agreement conflict with any applicable state law or be held null, void or otherwise ineffective or invalid by a court of competent jurisdiction, such provision shall be automatically restated to reflect the original intentions of Parties in accordance with state laws and the remaining terms of this Agreement will remain in full force and effect. You understand and agree that (i) we may freely assign, sell or transfer any of its right or obligations aforementioned to any assignee, and (ii) you are not authorized to assign, sell or transfer any of your rights or obligations herein without our prior, express written authorization. The headings in this Agreement are included for convenience only.