



POINTS & REWARDS RULES

(Updated January 29 2016)

The following policies and procedures outline the ShareNetwork (“Network”, “we”, “us”, “our”) Points and Reward Rules (“Rules”) as they pertain to its Network Services you may enjoy by enrolling as a member of the Network (a “Member”, “you”, “your”). Subject to the terms and conditions of your “Membership”, you are eligible to earn and accumulate Rewards (as defined in your Membership Application), and then use them to discount the products sold in The Points Catalog. In these Rules, we will focus on two of the most popular rewards: Points and Cash Credits.

“Points” refer to non-cash points awarded to you by us or one of our participating Merchants, companies, organizations, or third-party providers (collectively, “Network Participants”) for various activities such as enrolling in our Gold or Platinum Memberships, taking Network surveys, or responding to offers from participating advertisers and partners. Points have no cash value. Points may not be redeemed for cash, but can only be redeemed in the form of a buy-down discount on products advertised in The Points Catalog. Earning Points for participation in various Network opportunities will be advertised on an individual basis in places designated by the Network. Any such Points or Network rewards opportunity will be subject to expiration and other terms and conditions specified by the Network participant offering them. We reserve the right to cancel any offer at any time in our sole discretion.

At this time, accumulated Points may only be used and redeemed through The Points Catalog. They are subject to terms that can be changed from time to time without notice. Neither Points nor any other rewards are redeemable for cash, and they are not a form of stored value. Nevertheless, when a reward has been redeemed for a third party product or service listed in The Points Catalog, you own that product or service and are subject to any applicable terms and conditions by such third party provider.

Certain Network Merchants have agreed to pay a “Referral Fee” to us (which varies from merchant to merchant) on Member transactions rather than, or in addition to offering a simple discount. We collect the Referral Fees on eligible transactions and divide it up to various Network Participants. Part of the Referral Fee is available to the Member who made the purchase in the form of a rebate. Part goes to us and other associates who facilitate the Network Services with the Merchant. And most importantly, a portion is automatically set aside to support charities and humanitarian non-profit organizations (the “Charitable Contribution”).

Rebates are given to you as a Member in the form of either a Cash Credit or non-cash Points at our discretion and currently only redeemable by using them to “buy down” your purchases in The Points Catalog. Further, we may offer discount coupons in the Network or through other means, as Network may designate, to save you money. Use of a coupon that is not offered by us at a Network Merchant may disqualify a purchase from being eligible for Points. For example, if you pre-purchase discount vouchers from a non-Network source such as Groupon deals, then the purchase might not be eligible for our bonus Points. Some Participating Merchants may exclude certain products and purchases from earning Points and Cash Credits, and from time to time we will update our records on excluded products in the Network.

We may change these Rules, in whole or in part, at any time. Posting of the updated Rules in the Network will constitute notice to you of any such changes, although we may choose other types of notice for certain changes. Unless otherwise notified, changes will become effective immediately upon posting such notices. Your continued participation in the Network following such notices shall constitute your acceptance of all changes, and each use of the Network constitutes your reaffirmation of your acceptance of these Rules. If you do not agree to the changes to these Rules, your sole and exclusive remedy will be to terminate your Membership and participation in the Network, with such termination to be given in writing.

Our Privacy Policy

Network is committed to protecting your privacy. Our full Privacy Policy may be found on our website at www.sharenetwork.com. In certain instances, such as when making a purchase, or providing survey responses, you may be sharing your personal information with a third party, so we recommend you review that party's privacy policy before you share any personally identifiable information.

Member Registration

Upon registration, you are assigned a secure Member Dashboard where you can log in and see a history of your tracked transactions, the accumulation of your Points and Cash Credits rewards (if applicable), and where you can download special coupons, view notices, and manage your Membership and personal information.

Charitable Contributions

We strongly believe in our embedded giving program and seek to attract Members who share our vision to support and contribute to charitable causes that benefit humanity. We believe the charitable component of our Network Services make our Membership's unique and special. Our Members share in the joy of making a positive humanitarian difference simply by allowing a small portion of their purchases at Network Merchants to go to charities. Nevertheless, we understand that not everyone shares this vision. In order to accommodate Members who do not wish to give back, we offer an opportunity to opt-out of the charitable giving component of our Network Services. Any Member who would like to retain the Charitable Contribution portion of the Referral Fee on his/her eligible purchases, may opt-out* by simply requesting to do so by writing to us at the following address:

ShareNetwork Charity Opt-Out Notice Request

**P.O. Box 1338
Canyon Country, CA 91386**

**Please allow us ten (10) business days to process this change.*

Point-Earning Limitations

We are under no obligation to provide you with any particular number of point-earning opportunities or to communicate such opportunities to you. Some Network offers and promotions may not be available to all Members, or may only be available for a limited time. We reserve the right to limit the amount of Points a Member can earn in a 24-hour period. You understand that, in some cases, there may be a delay in the crediting of Points for promotions due to third-party providers', advertisers', or our partners' failure to provide necessary information to us in a timely manner so we can credit you with such Points. Consequently, we will not be responsible or liable for any delay or failure to credit such Points to you in a timely manner. In addition, the determination of whether or not a purchase made through the Network is eligible for Points is at our sole discretion. If a Participating Merchant fails to credit a transaction to us or withholds payment to us for any reason, we reserves the right to cancel the Points associated with that transaction. If we have any reason to suspect fraudulent activity is associated with your account, we reserve the right to terminate your Membership, and delay or withhold the awarding of Points or rewards. By becoming a Member, you give us permission to review your account with Participating Merchants and others in cases where Network suspects fraudulent activity.

In the event an account remains inactive for a period of ninety (90) consecutive days, all unredeemed Points in such account shall be deemed terminated and expired. "Inactive" shall be defined as a failure to log in to your Network account or to accrue any Points in connection with your Membership. We are hereby under no further obligation to communicate to you any prior notice of the consequences of an inactive account.

It is your responsibility to check your account regularly to ensure that rewards have been properly credited and that your account balance is accurate. If you do not believe that rewards have been correctly credited to your account,

you must contact our Customer Service within thirty (30) days of the posting of the transaction generating such Points. Should you disagree with any adjustments made to your account following contact with Customer Service, your sole remedy is to cancel your Membership and cease participation in the Network. We are not responsible and assume no liability for changes or discontinuances of service from Network participants which may affect offers or the accrual of Points.

Network Membership Rewards and Redemption Overview

- ✓ Points have no cash or property value. In other words, Points may not be redeemed for cash and can only be redeemed in the form of a discount on an eligible purchase in The Points Catalog.
- ✓ Points are not your property, and you have no right or interest in them
- ✓ Your points and rewards are offered exclusively to you and may not be shared, sold, transferred, or assigned to any other person or entity
- ✓ 100 Points is equal to a \$1.00 non-cash redemption credit.
- ✓ Points have the same redemption value across the Network and The Points Catalog.
- ✓ Points will be posted to Member's Dashboard.
- ✓ Currently, Points may be redeemed only through the Points Catalog, but additional venues of redemption may be added in the future.
- ✓ Network is not responsible for lost or stolen rewards, including but not limited to Points or Cash Credits once issued to Member.
- ✓ Points expire 12 months from the date they are issued to Member.
- ✓ Rewards are subject to change at any time without notice.
- ✓ The number of Points required to redeem a specific promotion or reward is subject to change at any time without notice.
- ✓ Member inquiries regarding rewards earned and not received must be received by Network within six (6) months after the date on which they allegedly should have been earned. Thereafter, Network will have no obligation to re-send Rewards to the Member.
- ✓ Points will be subtracted from the Member's account once the redemption order is placed by the Member and captured by the Network system.
- ✓ Once a Member uses Points to "buy down" the purchase price of a product or service in the Points Catalog, the Points used will not be reinstated to Member's account for any reason, except for approved refunds or returns.
- ✓ Some Points may be earned and then redeemed in the same day; however, most earned Points will require a short holding period for settlement.
- ✓ When redeeming Points, Member agrees to confirm that all information in Member's personal profile is up to date and accurate (including shipping and email address).
- ✓ Points are not transferable and are void if transferred. They are offered exclusively to you and you may not sell, barter, share, and attempt to transfer, or assign them to any other person or entity
- ✓ Neither Network accounts, nor Points, nor rewards are transferable upon death, as part of a domestic relations matter, or otherwise by operation of law.
- ✓ Upon cancellation, expiration, or termination of Membership, or upon Member's death, any unredeemed Points will be forfeited.
- ✓ Network 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.