



**MWR Life Essentials
Plan Terms & Conditions**

This Contract is not a contract of insurance.

The Terms & Conditions (“Terms”) for the Customer (“Member”) of Life Essentials Program (“Plan”) are entailed below. MWR Life (“Company”) is headquartered at 2101 W Commercial Blvd, Suite 2600, Fort Lauderdale, FL 33309. All Members should read the terms of this Agreement carefully, and communicate any questions that arise to customer support at support@mwrlife.com

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 By becoming The Member of the Plan, the Member agrees and bounds himself or herself to these Terms.
- 1.2 The Company reserves the right to change, modify, alter and / or update these Terms at any time with or without prior notice. Any aspect of the Benefits and Services may be changed, updated, supplemented or deleted or discontinued (temporarily or permanently) at the sole discretion of the Company.

2. BENEFITS AND SERVICES

- 2.1 The Plan provides the following Benefits and Services of the different Providers to the Member.
 - i. \$100 Monthly Shopping & Dining
 - ii. MD Express
 - iii. Roadside Assistance
 - iv. Dental Network
 - v. Vision Savings
 - vi. Personal Accident Coverage
- 2.2 The details of the Terms of Use of the above-mentioned Benefits and Services provided through the Plan are specified in Section 5 of these Terms.
- 2.3 To access the Benefits and Services of the Plan, the Member must activate his/her Plan Membership by registering his/her personal information with the Company and paying the Membership Fee and monthly Plan Fee.
- 2.4 Each Benefit and Service accessible through the Plan shall be provided by the Provider offering that Particular Benefit or Service. The Company is only a Marketing and Administrative Agent for each Provider, and provides administration services, including collection of monthly payments, to each Provider.
- 2.5 The Member will be able to access the Benefits and Services through the Life Essentials Mobile App.

3. DELIVERY OF BENEFITS AND SERVICES

- 3.1 The Member agrees that the Company is neither the owner nor the supplier of the Benefits and Services that the Member may access through the Plan. The Member acknowledges that the Company is only acting as a Marketing and Administrative Agent for each Provider and that the contract for the purchase of each Benefit and Service offered through the Program shall be between the Member and the Provider providing that Particular Benefit or Service.
- 3.2 The Member agrees that the Providers shall be solely and fully responsible and liable for the delivery and quality of any and all the Benefits and Services provided by that Provider.

4. PAYMENT, RENEWAL, CANCELLATION AND REFUND POLICY

- 4.1 The membership of the Member will be activated within five (5) Business Days from the time of enrollment.
- 4.2 The Membership will renew monthly for a subsequent one (1) month Renewal Term. All Benefits and Services will cease upon non-renewal of the Plan.
- 4.3 The Company reserves the right, at its sole discretion, to modify the Membership Fee or the Monthly Fee at any time.
- 4.4 The Plan will be cancelled automatically in the event that The Member fails to make the payment for the Monthly Plan Fee on or before the Renewal Date. The Company reserves the right to cancel the Plan for any other reason it deems appropriate.

- 4.5 The Member shall have the option to cancel the Membership at any time by notifying the Company in writing or by email to support@mwrlife.com.
- 4.6 If the Plan is cancelled within first three (3) days of Activation, the Member shall be entitled to a refund, unless otherwise stated with in the Terms and Conditions.
- 4.7 The Member agrees that the Company shall not be liable to the Member or any third party for any action taken by the Company under this Clause and the results in termination of the Member's use of or access to any Service provided through the Plan.

5. TERMS FOR THE USE OF THE BENEFITS AND SERVICES

The Member agrees that he/she shall be bound at all times by the Terms of Use for each Benefit and Service offered under the Plan. The details of the Benefits and Services provided and a summary of the Terms of Use for each Service are provided in the following clauses.

5.1 **MD EXPRESS**

5.1.1 This Service provides 24/7 on-demand access to a national network of Board-Certified Nurses, Physicians and Licensed Therapists for assessment, advice and diagnosis of a wide range of common conditions, regardless of location.

5.1.2 The Member will not have to bear any out of pocket cost per use.

5.1.3 Telemedicine services are for the Member and his/her immediate family members that include:

i. Informational Consultations: In order to answer the Member's questions regarding a medical problem or to provide general information regarding a range of routine medical conditions with the care needed, the Member will be connected for an Informational Consultation via telephone with a network certified RN 24/7/365.

ii. Diagnostic Consultations: In case the Member requires more than basic medical information, he/she will be connected for a Diagnostic Consultation via telephone or web video where available, with a network physician 24/7/365 who may review medical records, take medical history, discuss and evaluate symptoms, diagnose conditions, recommend treatment plans, and prescribe non-controlled medications when appropriate (subject to State regulations). The information submitted by the Member will be secure and confidential, and shall be available at any time. The Member will be able to share this record with his/her primary care physician.

5.1.4 The Member will be required to speak to one of the Health Service Representatives. Once the Member's account is set up and his/her health questionnaire is complete, he/she will be able to speak with a network Physician or and access the online health portal.

5.2 **ROADSIDE ASSISTANCE**

5.2.1 Your Membership contains Our 24-hour emergency road service telephone number for You to access through the MWR Life Mobile App when Your Covered Vehicle is disabled for the Member, and immediate household members. You will not be required to pay any additional fee or sum in addition to the Membership Fee when Your service is for a tow up to one hundred dollars (\$100) or other covered service listed below. **You are entitled to one (1) covered service within a seventy-two (72) hour period.** Covered services not obtained through Us are limited to a maximum reimbursement amount of fifty dollars (\$50).

5.2.2 Towing - Up to one hundred dollars (\$100) at no out of pocket expense to You. Additional mileage is available and will be negotiated prior to sending out a service vehicle. Additional mileage is to be paid by You directly to the service provider at the time of service

5.2.3 Mechanical First Aid: Any minor adjustment that a dispatched service provider might perform to allow Your Covered Vehicle to proceed safely under its own power.

5.2.4 Tire Service: Includes changing a flat tire with Your good spare.

5.2.5 Battery Service: Jumpstart or boost a dead battery.

5.2.6 Delivery Service: Including gasoline, water, oil, or any supplies necessary to send Your Covered Vehicle on its way. You are responsible for the actual cost of fluid and/or supplies delivered.

5.2.7 Lockout Services: We will send a locksmith if You are accidentally locked out of Your Covered Vehicle. Access to passenger compartment only. **Limit: No more than five (5) service calls within twelve (12) month(s).**

5.2.8 This program covers automobiles, single rear axle trucks, trailers (tire change only), and even motorcycles.

5.2.9 The service does not provide coverage for the cost of a tire, battery, parts, gasoline or service while at an auto repair shop or service station, or towing to another location. Dirt bikes, ATVs, UTVs and Commercial vehicles are excluded from the Program Services. Benefits may vary by state and certain limitations and exclusions shall apply.

5.2 **DENTAL NETWORK**

5.2.7 This Service grants the Member and his/her eligible family members access to dental discounts Nationwide.

Smile brighter with big savings on dental services at over 195,000* available dental practice locations nationwide. Just present your card with the Aetna Dental Access® logo and pay the discounted price at the time of service. Use your card over and over again to keep your teeth sparkling clean!

- i. In most instances, save 15% to 50% per visit**
- ii. Save on dental services such as cleanings, X-rays, crowns, root canals and fillings
- iii. Need specialty dental care? Save on orthodontics and periodontics, to

*As of May 2016. **Actual costs and savings vary by provider, service and geographical area.

** To locate a provider go to: <http://dental.mwrproviders.com>

This plan is NOT insurance. This plan does not make payments directly to the providers of medical services. The plan member is obligated to pay for all healthcare services but will receive a discount from those healthcare providers who have contracted with the discount plan organization. This plan provides discounts at certain healthcare providers for medical services. The range of discounts for medical or ancillary services provided under the plan will vary depending on the type of provider and medical or ancillary service received. New Benefits will receive and retain a fee from network providers for eligible prescription, hearing, lab, and imaging purchases. The discount medical card program makes available, before purchase and upon request, a list of program providers, including the name, city, state, and specialty of each program provider located in the cardholder's service area.

This discount card program contains a 30-day cancellation period.

FL, LA, MS, ND, OK, RI, SC, SD and TX residents: Member shall receive a full refund of membership fees, excluding one-time application fee, if membership is cancelled within the first 30 days after the effective date. AR and TN residents: A refund of all fees will be issued if membership is cancelled within the first 30 days. MD Residents: The membership fee and one-time application fee (minus \$5.00) will be refunded if cancelled within the first 30 days and upon return of the discount card. The plan is not insurance coverage and does not meet the minimum creditable coverage requirements under the Affordable Care Act or Massachusetts M.G.L. c. 111M and 956 CMR 5.00.

RI residents: If a resident of the state of Rhode Island remains dissatisfied after completing the organization's complaint process, the plan member may contact the office of the insurance commissioner at:

Rhode Island Office of the Health Insurance Commissioner
151 Pontiac Avenue, Building 691
Cranston, RI 02920
401-462-9517
OHIC.HealthInsInq@ohic.ri.gov

Regulated discount benefits are not available in the state of Washington, at this time.

WA residents: If a member cancels his or her membership in the discount plan organization within the first thirty days after the date of receipt of the written documents for the discount plan, the member must receive a reimbursement of all periodic charges upon return of the discount plan card to the discount plan organization.

(A) Cancellation occurs when notice of cancellation is given to the discount plan organization. (B) Notice of cancellation is given when delivered by hand or deposited in a mailbox, properly addressed and postage prepaid to the mailing address of the discount plan organization, or e-mailed to the e-mail address of the discount plan organization.

(A) Discount plan organization shall return in full any periodic charge charged or collected after the member has given the discount plan organization notice of cancellation. (B) If the discount plan organization cancels a membership for any reason other than nonpayment of charges by the member, the discount plan organization shall make a pro rata reimbursement of all periodic charges to the member.

If a resident of the state of Washington remains dissatisfied after completing the organization's complaint process, the plan member may contact the office of the insurance commissioner at:

Washington Office of the Insurance Commissioner
P.O. Box 40256
Olympia, WA 98504-0256800-562-6900

www.insurance.wa.gov

5.3 **VISION SAVINGS**

5.3.7 Your eyes are the windows to your health. Now you and your family can see better savings at over 20,000 vision providers nationwide, including national chains and local retailers. You save 10% to 60% on glasses, contacts, laser surgery, exams and even designer eyewear:

- i. 20% to 60% off prescription eyewear including most frames, lenses and specialty items such as tints, coatings and UV protection
- ii. 10% to 30% off eye exams
- iii. Participating chains include LensCrafters, Pearle Vision, Visionworks, JCPenney, Sears, Target and more
- iv. Your eye doctor not in our network? The nomination process is a breeze!
- v. 10% to 40% off contact lenses through America's Eyewear mail order service
- vi. You receive exclusive access to the lowest contact lens prices through America's Eyewear mail order service
- vii. 15% to 50% eyeglasses and sunglasses through FramesDirect.com
- viii. 40% to 50% off the national average cost of LASIK surgery.

* To locate a Provider go to: <http://vision.mwrproviders.com>

This plan is NOT insurance. This plan does not make payments directly to the providers of medical services. The plan member is obligated to pay for all healthcare services but will receive a discount from those healthcare providers who have contracted with the discount plan organization. This plan provides discounts at certain healthcare providers for medical services. The range of discounts for medical or ancillary services provided under the plan will vary depending on the type of provider and medical or ancillary service received. New Benefits will receive and retain a fee from network providers for eligible prescription, hearing, lab, and imaging purchases. The discount medical card program makes available, before purchase and upon request, a list of program providers, including the name, city, state, and specialty of each program provider located in the cardholder's service area.

This discount card program contains a 30-day cancellation period.

FL, LA, MS, ND, OK, RI, SC, SD and TX residents: Member shall receive a full refund of membership fees, excluding one-time application fee, if membership is cancelled within the first 30 days after the effective date. AR and TN residents: A refund of all fees will be issued if membership is cancelled within the first 30 days. MD Residents: The membership fee and one-time application fee (minus \$5.00) will be refunded if cancelled within the first 30 days and upon return of the discount card. The plan is not insurance coverage and does not meet the minimum creditable coverage requirements under the Affordable Care Act or Massachusetts M.G.L. c. 111M and 956 CMR 5.00.

RI residents: If a resident of the state of Rhode Island remains dissatisfied after completing the organization's complaint process, the plan member may contact the office of the insurance commissioner at:

Rhode Island Office of the Health Insurance Commissioner

151 Pontiac Avenue, Building 691
Cranston, RI 02920
401-462-9517
OHIC.HealthInsInq@ohic.ri.gov

Regulated discount benefits are not available in the state of Washington, at this time.

WA residents: If a member cancels his or her membership in the discount plan organization within the first thirty days after the date of receipt of the written documents for the discount plan, the member must receive a reimbursement of all periodic charges upon return of the discount plan card to the discount plan organization.

(A) Cancellation occurs when notice of cancellation is given to the discount plan organization. (B) Notice of cancellation is given when delivered by hand or deposited in a mailbox, properly addressed and postage prepaid to the mailing address of the discount plan organization, or e-mailed to the e-mail address of the discount plan organization.

(A) Discount plan organization shall return in full any periodic charge charged or collected after the member has given the discount plan organization notice of cancellation. (B) If the discount plan organization cancels a membership for any reason other than nonpayment of charges by the member, the discount plan organization shall make a pro rata reimbursement of all periodic charges to the member.

If a resident of the state of Washington remains dissatisfied after completing the organization's complaint process, the plan member may contact the office of the insurance commissioner at:

Washington Office of the Insurance Commissioner
P.O. Box 40256
Olympia, WA 98504-0256800-562-6900

www.insurance.wa.gov

5.4 **PERSONAL ACCIDENT COVERAGE**

5.4.1 ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT

This Benefit applies only to the “named member” while involved in an auto accident while driving or riding in a Private Passenger Auto only vehicle (Pleasure Use Only). Elected benefit is the most we will pay for any one loss. Principal Sum: \$20,000.

The following table shows how much paid of the Principal Sum would be paid.

Loss of Life.....	The Principal Sum
Loss of two or more limbs	The Principal Sum
Loss of one Hand and one Foot.....	The Principal Sum
Loss of one Hand or one Foot and sight of one Eye.....	The Principal Sum
Loss of Speech and Hearing	One-Half The Principal Sum
Loss of one Hand or one Foot or sight of one Eye.....	One-Half The Principal Sum
Loss of Thumb and Index Finger of the Same Hand.....	One-Quarter The Principal Sum

Loss of a hand or a foot means complete Severance through or above the wrist or ankle joint. Loss of Sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means. Loss of speech means the total, permanent and irrecoverable loss of audible communication. Loss of hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means. Loss of a thumb and index finger means complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand). “Severance” means the complete separation and dismemberment of the part from the body. We will not pay more than the Principal Sum or all losses due to the same accident.

CLAIMS: If a loss should occur, please contact National Adjustment Bureau; 800 Yamato Road, Suite 100; Boca Raton, FL 33431 and/or #866-684-9327.

NOTICE OF CLAIM: Written notice of claim must be given to National Adjustment Bureau within 20 days after a loss occurs or begins. The notice must include your name, the name of the “named member”, the date of loss, and the member number. It should be sent to National Adjustment Bureau; 800 Yamato Road, Suite 100; Boca Raton, FL 33431.

CLAIM FORMS: Once we receive notice of a claim, we will provide claim forms. You can also obtain claim forms at www.nationsafe.com. The written proof of loss requirement will be met by you or the beneficiary by sending us written proof as described below.

WRITTEN PROOF OF LOSS: Proof of loss must describe the incident, extent and the type and date of loss. For death claims, proof of loss must include a certified copy of the death certificate, autopsy report (if performed), coroner, medical examiner and/or justice of the peace reports, police motor vehicle accident report, police incident report, fire department incident reports, or any other documentation that we reasonably request. Written proof of loss must be sent to us at the address shown above. If the claim is for a continuing loss for which we make periodic payments, the claimant must give us written proof of loss within 60 days after the end of each period that benefits are payable. For any other loss, written proof must be given to us within 60 days after the date of loss.

PAYMENT OF CLAIMS: We will pay any benefits due for payable claims within 60 days from the receipt of written proof of loss and any additional documents/paperwork requested/required. Benefits that provide for periodic payment will be paid monthly.

LEGAL ACTIONS: No legal action may be brought until there has been full compliance by the "named member" or his/her legal representative with the terms and conditions of this membership. In no case can any action be taken to recover on this membership within 60 days after written proof of loss has been given. No such action may be brought after one year from the time written proof of loss is required to be given.

BENEFICIARY DESIGNATION AND CHANGE: The "named member" may choose one or more beneficiaries. Forms may be requested for this purpose. Such forms shall be filed with the holder of the beneficiary records, National Adjustment Bureau. You may change beneficiaries at any time. The beneficiary's consent is not required unless an irrevocable beneficiary has been named. The change will be effective only upon receipt by NAB (the holder) and it will take effect on the date you sign it. Any payment made by us in good faith prior to our receipt of any beneficiary change will end our liability to the extent of such payment. In the event that no beneficiary has been named, payment of death benefits will be issued to the decedent's estate.

EXCLUSIONS AND LIMITATIONS:

Benefits will not be paid for an Eligible Person's loss which:

1. Is caused by or results from the Eligible Person's own: (a) Intentionally self-inflicted Injury, suicide or any attempt thereat; (b) Voluntary self-administration of any drug or chemical substance not prescribed by or taken in accordance with the directions of a doctor (accidental ingestion of a poisonous substance is not excluded); (c) commission or attempt to commit a felony; (d) Participation in a riot or insurrection; (e) Driving under the influence of a controlled substance unless administered on the advice of a doctor; or (f) Driving while Intoxicated;
2. Is caused by or results from:
 - (a) The Eligible Person being Intoxicated; or (b) Any narcotic, drug, poison, gas or fumes voluntarily taken, administered, absorbed or inhaled, unless prescribed by a doctor; (c) Declared or undeclared war or act of war; (d) Injury sustained while in the service of the armed forces of any country. When the Eligible Person enters the armed forces of any country, we will refund the unearned pro rata premium upon request; (e) Aviation except as specifically provided in this Policy; (f) Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental external bodily Injury or accidental food poisoning;
3. Travel in or upon: (a) A snowmobile; (b) Any two, three or four wheeled All-Terrain Vehicle (ATV); (c) Any off-road motorized vehicle not requiring licensing as a motor vehicle;
4. Any Accident where the Eligible Person is the operator of a motor vehicle and does not possess current automobile liability insurance;
5. Any Sickness, except infection which occurs directly from an Accidental cut or wound or diagnostic tests or treatment, or ingestion of contaminated food;

LOSS RESULTING FROM INJURIES THAT OCCURRED BEFORE COVERAGE IS IN FORCE IS NOT COVERED.

This description of Travel Club Benefits is intended to describe the benefits issued to Nation Safe Drivers. Nation Safe Drivers maintains insurance coverage for these benefits. The benefits shown herein may be changed or cancelled in accordance with the provisions of Nation Safe Drivers' insurance policy. This may be done because of 1) a change of eligibility of Nation Safe Drivers; or 2) amendment or termination of the policy. A COPY OF NATION SAFE DRIVERS' INSURANCE POLICY WILL BE MAILED TO THE "NAMED MEMBER" UPON RECEIPT OF WRITTEN REQUEST. This Program is fully insured by United States Fire Insurance Company.

5.5 **\$100 Shopping and Dining**

5.5.1 Account Benefits. You have access to \$100 in Shopping & Dining Dollars each month, which you access online.

The following are the terms and conditions for the Shopping & Dining Mall Program (the "Site/Program"). By using the Site, and/or enrolling in the Program, and/or enrolling in a Program Preview, as defined herein, you agree to be bound by all of the terms in these Terms and Conditions (the "Agreement").

The Program reserves the right, in its sole discretion, to update or modify this Agreement at any time. Your continued use of the Site following the posting of any changes to this Agreement constitutes acceptance of those changes. Please read this carefully and if you have any questions, or if this Agreement does not conform to your understanding of the Program, please reach out to our Customer Service Department by emailing support@mwrlife.com

Access. The Program hereby grants you a non-exclusive, non-transferable, limited right to access, use and display the Site/Program for your personal, non-commercial use, provided that you comply fully with the provisions of these Terms & Conditions.

PROGRAM OVERVIEW

1. Subject to these terms and conditions, you will receive Shopping Dollars to be used towards the purchase of goods or services from participating merchants. The Program or any portion thereof may be revised or terminated with 30 days prior written notice. If the Program is terminated, you will only have 90 days from the termination date to use all your accumulated Shopping Dollars. All Program offers, including the participating merchants are subject to availability and may change without notice.
2. An online account ("Program Account") will be set up to record your activity in the Program, including the amount of Shopping Dollars you may have accumulated. Shopping Dollars will be deposited in your Program Account directly by the administrator. You may accumulate Shopping Dollars as long as your Program Account is open and not in default at any time. If your Program Account is closed for any reason, you will not be eligible to accumulate Shopping Dollars. Once you submit your profile, you consent to be bound by all the terms and conditions as stated herein. You further signify agreement to these terms and conditions (as they may be modified from time to time) when you make any purchase through the Program.
3. Shopping Dollars has no cash value, may not be assigned, transferred and/or pledged to any third party. You have no property rights or other legal interests in Shopping Dollars. You are responsible for any personal tax liability that may be related to the participation in the Program.
4. The administrator, its affiliates, the Program Manager, and any merchants participating in the Program make no guarantees, warranties or representations of any kind concerning Program offers available. All offers from participating merchants are void where prohibited by applicable federal, state or local laws or regulations and are subject to change as may be necessary to comply with such laws or regulations. You release the administrator, its affiliates, the Program Manager, and any merchants participating in the Program from all liability regarding the purchase and use of any goods or services from participating merchants as part of the Program, including any goods that may be lost, stolen or destroyed. All participating merchants are in no way affiliated with or responsible for Program administration.

ACCUMULATING Shopping Dollars

1. You may accumulate Shopping Dollars on a monthly basis.
2. There is no limit to the amount of Shopping Dollars you may accumulate.

USING Shopping Dollars

1. You may use your Shopping Dollars for savings from participating merchants only by purchases made through your shopping portal login. Shopping Dollars may only be used to pay for a portion of the total charges at each participating merchant. The entire remaining balance of charges for any goods and services, including any related taxes, shipping charges and/or applicable fees, from a participating merchant must be charged at the time of transaction to a credit card. Upon confirmation and full payment, the amount of Shopping Dollars you have used will be subtracted from your Program Account.
2. Shopping Dollars may not be combined with or applied to other certificates, promotions or special offers, special rate programs, including, but not limited to: Upgrades, tours/travel packages, group, internet, convention/company meeting, senior rates, companion rates, 3rd or 4th person rates, student or child rates, early bookings or value' added price programs or repeat passenger or repeat guest programs, or industry discounts.
3. Terms, cancellation policies, hotel/condo or resort or other merchant participation are subject to change without notice. There are no refunds, exchanges, replacements or conversions for currency, credit or rewards for no-shows or unused amounts of Shopping Dollars. In some cases, there may be changes in circumstances that are beyond the control of Program Manager,

and/or its affiliates. Accordingly, Program Manager and/or its affiliates reserve the right to substitute the components and suppliers of the offer should circumstances so require.

4. Depending on the types of goods or services purchased through the program, certain limitations and restrictions may apply. Shipping times may vary based on actual product and orders may arrive in more than one package and at different times. Merchandise may only be shipped within the United States. Shipping to Canada and Puerto Rico may be available and is subject to an additional shipping fee. Magazine subscriptions are only available in the 48 contiguous United States. Please allow up to twelve (12) weeks for magazine subscriptions to begin. Applicable sales tax may apply.

GENERAL LIMITATION OF LIABILITY

1. Program Manager, its agents, assignees and designees, act only as order processors for the hotels/condos, resorts, cruise lines, and certain other suppliers. The administrator, Program Manager, and their respective affiliates, agents, assignees, and designees do not assume any liability or responsibility for damage, expense, inconvenience, injury, accident, death or damage to any persons or property, whatsoever, with respect to any supplier or at any hotel/condo, resort, or on any ship or aircraft, or in transit to and from said venues. Nor will the administrator, Program Manager, and their respective affiliates, agents, assignees, and designees assume any liability or be responsible in any way for any damage, expense or inconvenience due to cancellations or delays due to weather or mechanical breakdowns, or arising from war, acts of God or acts of terrorism.

2. Neither The administrator nor Program Manager, nor any of their affiliates or suppliers will have any liability whatsoever for purchases made in good faith by individuals who claim to have authority to act on your behalf.

3. The administrator, Program Manager and/or their affiliates shall not be liable for errors or omissions by their employees or agents in interpreting or in carrying out the terms of this Program.

4. Neither The administrator, nor Program Manager, nor any of their affiliates, nor any supplier to the Program will have any liability whatsoever for any loss, damage, expense, non-performance, consequential or special damages, accident or injury incurred in the course of a Program participant's use of any good or service received through the Program or as a result of any defect in or failure of such rewards. The administrator, Program Manager, and/or their affiliates make no guarantees, warranties or representations of any kind, expressed or implied, with respect to the goods or services offered by any supplier and specifically disclaim any implied warranties or merchantability or fitness for a particular purpose.

Gift Cards and Certificates

1. Gift cards/certificates are subject to the terms and conditions set by the merchants who issue the gift cards/certificates. The terms and conditions are provided to us by those merchants and are their responsibility. Expiration policies and non-usage fees may apply; however, expiration will occur no earlier than 12 months from the date of purchase. For further details, please review the information on the page featuring the gift card/certificate you wish to purchase.

2. Gift cards/certificates may not be cancelled or returned. Gift cards/certificates should be treated like cash; no refunds or replacements will be provided for lost or stolen gift cards/certificates.

Local Offers

1. Offers are non-transferable. The barter, trade, sale, photocopying, alteration, purchase, or transfer of these offers by any person or entity is strictly prohibited. These offers are intended for the non-profit use of the individual registered for this program. Any use of an offer in violation of these Rules will render the offer VOID. Offers may not be reproduced and are void where prohibited, taxed, or restricted by law. The administrator and/or Program Manager will not be responsible if any establishment breaches its contract or refuses to accept an offer; however, Program Manager will attempt to secure merchant compliance to the best of the company's ability.

2. There are no refunds, exchanges, replacements or conversions for redemptions.

Use of Account. Your account is non-transferable. You agree that only you, your spouse and children living in your household will have access to the account benefits. Benefits are not for re-sale. You are entirely responsible for maintaining the confidentiality of your account zip code and user account information. You will promptly notify us if you become aware of any unauthorized use of your account.

No Warranty/Limitation of Liability. You agree that The Program, its subsidiaries and affiliates, and each of its officers, directors and employees, along with the provider/host/administrator of the Site/Program ("The Program Parties") are not

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6. INDEMNITY AND LIMITATION OF LIABILITY

- 6.1 The Member agrees to indemnify and hold harmless the Company, its employees, officers, owners and agents against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against the Company by any third party due to or arising out of any breach by any Member or Provider of the Plan. Under no circumstances shall the Company be liable for direct, indirect, consequential, or incidental damage.
- 6.2 The Company, its affiliates or licensors, directors, employees, or its third-party partners shall not be liable to the Member whether in contract, tort or otherwise at law, for any incidental, direct or indirect, punitive or consequential loss or damage whatsoever, and/or loss of profits, revenue, goodwill business opportunity or damages arising out of or in connection with; 1) Access to the Benefits and Services provided through the Plan, including inaccuracy, non-delivery or availability of the Benefits and Services, 2) Third Party Transactions resulting from the access of the Benefits and Services through the Plan, or 3) Dealings with the Providers.

7. DISCLAIMER OF WARRANTIES

- 7.1 The Benefits and Services provided by the Providers are provided on an "as is" basis. The Company, its affiliates and licensors make no representations or warranties about the accuracy, completeness, security or timeliness of the Benefits and Services, content or information provided on or through the Plan.
- 7.2 The Company shall not be liable if for any reason the Benefits and Services provided by the Providers are unavailable at any time or for any period.
- 7.3 The Company disclaims all warranties whether express, or implied, statutory or otherwise, including but not limited to the implied warranties arising from the course of dealing or usage of the Plan and any obligation, liability, or remedy in tort, whether or not arising from the negligence of the Company.