

Card Linking Terms of Use

These terms of use ("Terms") are a contract between you and SHOP MA, Inc. and its affiliates (collectively, "SHOP MA," "us", "we" or "our"). These Terms apply to and govern the SHOP Local Program and your participation in the SHOP Local Program ("SHOP Local"). These Terms apply in addition to [SHOP MA's Terms of Use](#). To the extent that there is any conflict between these Terms and SHOP MA's Terms of Use, these Terms shall govern. By enrolling in SHOP Local, you acknowledge that you have read, understood, and agree to be bound by the following Terms. We may amend any part of these Terms from time to time as further described below. The Terms constitute the entire agreement between you and SHOP MA related to SHOP Local.

1. Overview of SHOP Local

- a. SHOP Local allows you to receive cashback in the form of credits issued to your registered payment card when you make a Qualified Purchase at participating merchants as further described below. A "Qualified Purchase" is a purchase from a participating merchant using your registered card in accordance with the terms of the Offer and these Terms. An "Offer" is the cashback percentage or amount offered by the merchant, which may include, but is not limited to, a minimum transaction amount, expiration date, any other additional terms or limitations associated to the offer. There is a maximum cashback limit of \$250 per transaction.

2. Registration

- a. SHOP LOCAL IS NOT AVAILABLE TO PERSONS UNDER THE AGE OF 13, TO ANY USERS SUSPENDED, OR REMOVED FROM SHOP LOCAL. BY USING SHOP LOCAL, YOU REPRESENT THAT YOU ARE AT LEAST 13 YEARS OF AGE AND HAVE NOT BEEN PREVIOUSLY SUSPENDED OR REMOVED FROM SHOP LOCAL.
- b. SUBJECT TO YOUR COMPLIANCE WITH THESE TERMS AND ALL APPLICABLE LAWS, SHOP MA grants you permission to access and use SHOP Local solely for your personal use, at the level for which you have registered, as set forth in these Terms and consistent with the intended features of SHOP Local.
- c. In order to use SHOP Local, you must have an account with SHOP.COM (the "Site") in good standing and you must enroll a valid, eligible credit or debit card by submitting your card information that SHOP MA requests. You agree that the information you provide to SHOP MA on registration and at all other times, will be true, accurate, current, and complete, and that you will keep this information accurate and up-to-date at all times and you represent and warrant that you are authorized to use the payment card that you enrolled.
- d. By registering for or interacting with SHOP Local you represent that you have read and accepted the terms of the [SHOP MA Privacy Policy](#)

3. Use of Enrolled Cards and Transaction Information

- a. By registering a payment card in connection with transaction monitoring, you authorize SHOP MA to share your payment information with SHOP MA's Third Party Service Providers (including Empyr, Inc.) and Payment Card Network (e.g., Visa, MasterCard, American Express) so it knows you enrolled. You authorize Payment Card Network to monitor transactions on your registered card(s) to identify Qualified Purchases in order to determine whether you have qualified for or earned an offer linked to your payment card, and for Payment Card Network to share such transaction details with Empyr and for Empyr to share such transaction details with SHOP MA to enable your card-linked offer(s) and target offers that may be of interest to you. You may opt-out of transaction monitoring on the payment card(s) you have registered by logging into your SHOP.COM account and clicking Manage My Card on the [SHOP Local page](#) and clicking "delete" next to

the payment card. You agree that SHOP MA and its Third Party Service Providers may view your transactions, as well as historical transactions, made by you with participating merchants.

- i. **“Third Party Service Providers”** means third parties, including Empyr, Inc. (“**Empyr**” or “**MOGL**”) that enable us to provide SHOP Local. We use Empyr as our service provider to help us operate SHOP Local. Your payment cards may only be enrolled in one program operated by Empyr. If you have already activated a payment card with a separate program operated by Empyr, you will be unable to activate that payment card in both SHOP Local and the other program. You may use another payment card with SHOP Local or deactivate your card with the other program.
 - b. Notwithstanding anything to the contrary in the Privacy Policy, SHOP MA and its Third Party Service Providers will use transaction information solely as follows:
 - i. Use your transaction data to confirm a Qualified Purchase or return to match transactions to confirm whether you qualify for a statement credit or an Offer;
 - ii. May share transaction data with the participating merchant where a transaction occurred as needed for the merchant to confirm a specific transaction occurred or points should be awarded; for example, the date and amount of your purchase and the last 4 digits of your card number so the merchant can verify your purchase with its records if there is a missing or disputed transaction;
 - iii. May provide participating merchants or Third Party Service Providers aggregated and anonymized information relating specifically to registered card activity solely to allow participating merchants and Third Party Service Providers to assess the results of their campaign;
 - iv. Create a record of the transaction data and thereafter maintain and use data in connection with operating SHOP Local;
 - v. Provide targeted offers that may be of interest to you;
 - vi. Conducting analysis for the improvement and optimization of SHOP Local; and
 - vii. May provide information in order to respond to a request from government authority or a payment organization involved in a transaction with you or a merchant.
 - c. You authorize the sharing, exchange and use of transaction data described above and herein by and among SHOP MA, SHOP MA and Empyr’s Third Party Service Providers, applicable Payment Card Networks and applicable Merchants.
 4. Special Notes for Visa, MasterCard and American Express Cardholders
 - a. Not all Visa, MasterCard and American Express cards are eligible for registration and not all transactions with your registered Visa, MasterCard and American Express card are tracked by Visa, MasterCard and American Express. Without limitation, Visa, MasterCard and American Express Corporate cards, Visa, MasterCard and American Express Purchasing cards, non-reloadable prepaid cards, government-administered prepaid cards (including EBT cards), healthcare (including Health Savings Account (HSA) or Flexible Spending Account (FSA) or insurance prepaid cards, Visa Buxx, and Visa-branded cards whose transactions are not processed through the Visa U.S.A payment system, MasterCard payment system and/or American Express payment system are not eligible to participate. Do not use a Personal Identification Number (PIN) when paying for your purchases with your Card if you want the transaction to be eligible for rewards or offer completion.
 5. Credits
 - a. Your registered payment card will be charged the full purchase price at the time of purchase and credits will not be included in your receipt from the merchant. Your credit will generally be reflected on your

designated payment card in the month following earning at least \$10 in credits on your account. You must comply with all Offer requirements and SHOP Local terms to receive the credit. You are responsible for any taxes you may incur as a result of the credit.

6. Modification of Terms

- a. From time to time, SHOP MA may change, modify, add, or remove portions of the Terms, and reserves the right to do so in its sole discretion. If we modify the Terms, we will make them available through SHOP Local, and indicate the date of the latest revision. We encourage users to review the Terms periodically for changes. In the event that the modifications materially alter your rights or obligations hereunder, we will make reasonable efforts to notify you of the change. For example, we may send a message to your email address, if we have one on file, or generate a pop-up or similar notification when you access the MOGL Service for the first time after such material changes are made. All amended Terms automatically take effect 30 days after they are made available through SHOP Local, except that (i) disputes between you and SHOP MA will be governed by the version of the Terms that was in effect on the date the dispute arose and (ii) if you do not agree with any changes to the Terms, you may terminate these Terms by ceasing use of the MOGL Service. Your continued use of SHOP Local after revised Terms have become effective indicates that you have read, understood and agreed to the current version of the Terms.

7. Disclaimers; No Warranties.

- a. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SHOP MA AND ITS AFFILIATES, LICENSORS AND SUPPLIERS (INCLUDING PAYMENT CARD NETWORKS OR THIRD PARTY SERVICE PROVIDERS) EXPRESSLY DISCLAIM ANY WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SHOP MA DOES NOT WARRANT THE DATA, CONTENT, ANALYTICS, FEATURES, OR INFORMATION PROVIDED THROUGH SHOP LOCAL, INCLUDING WITHOUT LIMITATION TRANSACTION DATA OR USER SUBMISSIONS OR OTHER DATA PROVIDED BY OTHER USERS, TO BE UNINTERRUPTED, ACCURATE, USEFUL, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR EQUIPMENT, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM YOUR USE OF SHOP LOCAL.
- b. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

8. Limitation of Liability and Damages.

- a. UNDER NO CIRCUMSTANCES WILL SHOP MA OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, PAYMENT CARD NETWORKS, OR THIRD PARTY SERVICE PROVIDERS OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO SHOP LOCAL, EVEN IF SHOP MA OR A SHOP MA AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SHOP MA'S OR ITS AFFILIATES', CONTRACTORS', EMPLOYEES', AGENTS', PAYMENT CARD NETWORKS', OR THIRD PARTY SERVICE PROVIDERS' OR SUPPLIERS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF SHOP LOCAL (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR USE OF

SHOP LOCAL DURING THE TWELVE (12) MONTHS PRECEDING YOUR CLAIM.

- b. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

9. Termination

- a. By SHOP MA. You agree that SHOP MA, in its sole discretion and for any or no reason, may terminate any account (or any part thereof) you may have with SHOP MA or use of SHOP Local and remove and discard all or any part of your account or any content uploaded by you, at any time. SHOP MA may also in its sole discretion and at any time discontinue providing access to SHOP Local, or any part thereof, with or without notice. You agree that any termination of your access to SHOP Local or any account you may have or portion thereof may be affected without prior notice, and you agree that SHOP MA will not be liable to you or any third party for any such termination. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of SHOP Local may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies SHOP MA may have at law or in equity. Sections that by their terms apply after it ends will survive any termination or cancellation of these Terms.

10. Laws and Jurisdiction

- a. Disputes. These Terms shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without regard to its conflict of law provisions. Any and all actions or proceedings arising out of or relating to these Terms, the Site or the Site Content, shall be instituted and litigated in a court of competent jurisdiction in Guilford County, North Carolina. You and SHOP MA hereby agree to submit to the exclusive personal jurisdiction of the courts located in Guilford County, North Carolina to resolve any dispute arising out of these Terms, the Site or the Site Content. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THESE TERMS. FURTHER, EACH PARTY HERETO CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF EITHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES ACKNOWLEDGES THAT THIS SECTION IS A MATERIAL INDUCEMENT FOR THE OTHER PARTY ENTERING INTO THESE TERMS.

11. Third-Party Sites

- a. SHOP Local may include links or content relating to third party websites, or services while participating in SHOP Local. SHOP MA is not responsible for third-party websites, services, or content available through those third-party websites or services. Your correspondence, business, other dealings with advertisers, or other third party service providers encountered on or through SHOP Local is solely between you and such third party. Your use of third-party websites or services may be subject to that third party's terms and conditions. You agree that SHOP MA will not be responsible or liable for any loss or damage of any sort incurred as a result of such dealings or as the result of the presence of such third party sites.

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