

## Ampre Terms and Conditions

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These Ampre Terms and Conditions apply to your participation in the Ampre program (“Program”). For simplicity, we refer to ourselves (i.e., Augeo Consumer Engagement Services, LLC) as “we,” “our,” “us,” or the “Program” in this document. We refer to you as “you” or “your.” The Program is a service supported by Vantiv, LLC (“Sponsor”) and participating financial institutions that have a relationship with Sponsor (each a “Participating FI”). Participation in the Program is exclusive to those who have a current payment card issued by or through a Participating FI.

This local merchant cash back shopping program is available to you as long as you have a payment card(s) with access to the Program issued by or through a Participating FI. By participating in this local merchant cash back shopping Program or accessing the Program website, you acknowledge that you have read and understood these Terms and Conditions (including the Privacy Policy, which is incorporated by reference and made a part hereof) (the “Agreement”), as the same may be updated from time to time, and that it is an express condition to your access to and use of the Program that you agree to be bound by all of the Agreement’s terms and conditions. These Terms and Conditions are supplemented by, incorporate by reference, and may be modified, by other agreements you may have with the applicable rewards program provider.

You agree that it is your responsibility to keep your account information current, complete and accurate by periodically updating your information in the appropriate section of the Program website. Cash back may be earned only if the applicable payment card account(s) is in good standing and is not closed or suspended. If the applicable payment card account(s) is closed for any reason, all benefits will cease immediately.

The Sponsor reserves the right to terminate the Program or portions thereof at any time, without prior notice, or other restriction or penalty. This means that regardless of your level of activity in the Program, the ability to accumulate cash back can be terminated with or without prior notice.

License. This Agreement grants you a revocable, non-exclusive, non-transferable license (without the right to sublicense) for so long as you participate in the Program and adhere to this Agreement, to access, participate in and use the Program. You agree that you obtain no rights other than the rights and licenses expressly granted in this Agreement.

Policies. You agree to comply with this Agreement, and all other policies and rules as set forth in the Program materials and in the materials of businesses that participate in the Program (each a “Contributing Company”), either in print or on the Program website (the “Policies”). The Policies, including any amendments that may be made from time to time, are hereby incorporated by reference into this Agreement. This Agreement or the Policies may be modified at any time. This Agreement and the Policies, as each is amended from time to time, will be posted on the

Program website, and your continued use of the Program thereafter will constitute acceptance of any such amendment. In addition, a Contributing Company may amend its Policies on its website in its sole discretion from time to time, and such Contributing Company’s Policies shall apply to any offer available from such Contributing Company, and the Program will have no obligation to make you aware of any such changes.

### Contributing Company Offers and Payment of Cash Back

1. **Cash Back.** As a result of your participation in this Program, you may become eligible to accumulate cash back. Cash back is earned when qualifying purchases are made using your enrolled payment card and when you sign for your purchases. All cash back will appear on your card account based on a Contributing Company’s delivery of eligible reward data. Contributing Companies may impose conditions or restrictions different from, or in addition to, those described on the pages of the Program website or in other promotional materials. The Program is not responsible for setting or maintaining the amount of the cash back offered by any Contributing Company or for requirements of any Contributing Company’s program or offer. Each Contributing Company has reserved the right to change at any time, and without notice, the amount or percentage of any cash back it offers as well as the terms and conditions of any qualifying purchase. You acknowledge that errors in the offer terms or conditions obtained through your use of the Program may occur from time to time, whether caused by a Contributing Company or otherwise, and we or the Contributing Company will use

its/our commercially reasonable efforts to promptly correct any such error. You agree not to bring any action against the Program based upon or related to such errors. Your continued use of the Program thereafter will constitute acceptance of such terms and conditions. The Program does not represent or warrant that the Program will continue, or any particular Contributing Company will participate in or continue to participate in the Program at the time you join the Program or at any time thereafter. For the purposes of this Agreement, a purchase is a "Qualifying Purchase" once all conditions in a Contributing Company's offer with respect to that purchase, including any waiting periods, have been satisfied. Some jurisdictions do not allow the exclusion or limitation of liability, so some of the terms above may not apply to you.

2. **Your Ampre Program Account.** Cash back you accrue as a result of Qualifying Purchases will be posted to your card account. The Program website will display a summary of activity in the Program. Generally, cash back will be posted to your account within 5-7 days of the Qualifying Purchase. However, we will not be liable for damages resulting from any failure to post cash back to your account in a timely manner. You acknowledge and accept that you are solely responsible for checking your account regularly to verify that cash back has been properly posted. If you believe that cash back has not been properly posted to your account, then you must inform the Program via the customer service line provided within 90 days of the Qualifying Purchase for which you are claiming that cash back should have been posted and must be able to provide proof of such transaction acceptable to the Program. The Program reserves the right, however, to determine, in its sole and absolute discretion, whether cash back should have been posted to your account. You acknowledge that any such determination by the Program will be final and binding.
  
3. **No Responsibility for Contributing Companies.** You agree that neither the Program nor the Sponsor are an agent of any Contributing Company and that Contributing Companies operate independently of, and are not under the control of the Program or the Sponsor with respect to the Program or otherwise. Accordingly, we do not represent or warrant, or give any assurances that any Contributing Company will provide cash back for any particular transaction even where such transaction would appear to qualify for such cash back under either the Program or Contributing Company Policies or statements. We are not responsible for the failure of any Contributing Company to pay cash back in accordance with the terms of that Contributing Company's offer. Further, your participation in offers or promotions of, or correspondence with, any Contributing Company is solely between you and that Contributing Company. We do not assume any liability, obligation or responsibility for any part of any such correspondence, offer or promotion, including without limitation the withdrawal or modification of any such offer or promotion. Also, neither the Sponsor nor any Contributing Company assumes any liability, obligation or responsibility for our conduct with respect to the Program. All offers are subject to the offer terms and conditions as described in the applicable offer description for the Contributing Company and as otherwise may be set forth in such Contributing Company's Policies or otherwise on its website, or the applicable Program website.
  
4. **Merchant Rebates**
  - a. Contributing Companies may have agreed to pay the Program certain operating or marketing fees when participants purchase goods or services using their enrolled payment program card from such Contributing Companies through the Program. The Program reserves the right to reverse the posting of any cash back in the event the applicable Contributing Company does not make timely payment to the Program. The Program also reserves the right to change its offer with respect to the amount of the cash back associated with any Contributing Company at any time, but no such change will affect any cash back earned prior to such change.
  - b. With regard to qualifying transactions you make with your Program card at participating Contributing Companies, you acknowledge that the Program cash back offer is not valid with other rebate or loyalty program offers. Purchases from participating Contributing Companies may not qualify if a separate coupon code or promotion is used or if your card is registered in another loyalty program. All offers are subject to the offer conditions as described in the merchant offer description.

5. **Returning and Rescinding Cash back.** In our sole discretion, we may deduct cash back from your card account in order to make adjustments for returns and cancellations with respect to Qualifying Purchases. In the event that you were awarded cash back from a Qualifying Purchase and subsequently reverse the transaction with a Contributing Company that generated such cash back, or otherwise are required to return the cash back to the Contributing Company pursuant to the terms of the applicable offer, whether or not you are still participating in the Program, you will remain solely responsible for the repayment of the cash back credited from such purchase. In addition to any other rights we may have to recover such funds, we may apply future cash back made for your benefit against such obligation. In the event you fail to repay such amount, we reserve the right to take any and all legal action necessary to collect the cash back amount from you, including but not limited to pursuing such claim in a court of law. We reserve the right to rescind cash back and to bar further cash back to, or terminate the participation of, any participant that we believe, in our sole discretion, is abusing or has abused the Program, including, without limitation, by engaging in a pattern of returning products after any corresponding cash back has been credited, or creating or attempting to create or participating in any market in cash back, or engaging in or accepting any broad-based solicitation of cash back, or promoting or encouraging similar behavior by other Program members ("Improper Activity"). You acknowledge and agree that you are solely responsible for any penalties, fees, costs, or other losses assessed or incurred by your Participating FI or other parties for engaging in or attempting to engage in Improper Activity.
6. **Account Adjustments.** In the event of any abusive, fraudulent, or other Improper Activity related to the Program, as determined by us in our sole discretion, we reserve the right to make any adjustments to your card account at any time in accordance with this Agreement.

## Use of Information

1. **Use of Information.** You acknowledge that in order to administer the Program, we will collect information about you and your purchases from Contributing Companies. You authorize Contributing Companies, Sponsor, Participating FIs, and any of their agents and/or third parties to disclose to us, Sponsor, Participating FIs, or any of their agents or third parties who participate in the performance of this Agreement any and all information with respect to your purchases from such Contributing Company. In addition, by making purchases through the Program, you hereby authorize the Program, Sponsor, Participating FIs and any of their agents and/or third parties to collect any and all information from any card processor, issuing bank or any available source with respect to the purchases made using your enrolled payment card(s). You authorize us, Sponsor, Participating FIs, and any of their agents or any third parties involved in the performance of this Agreement to use any such information and to disclose such information to our representatives and agents, to third parties, where necessary or convenient for transfer or redemption of your accumulated cash back or otherwise in connection with the Program, to comply with requests, orders or subpoenas from courts of law or any regulatory, legislative or administrative bodies and otherwise in accordance with the terms of the Privacy Policy on the Program website. You represent that you are the account holder of any enrolled payment card(s) you use to shop within the Program and that you have full authority to receive information about the transactions effected using such cards. You authorize the Program to disclose such cards, accounts and identifiers to affiliated and unaffiliated third parties for the purposes set forth in this paragraph.
  - a. Except for those third parties who participate in the performance of this Agreement, information that identifies you personally will not be provided to, sold or disclosed to any third party without your express permission. Within our organization, we restrict access to your data to those employees, such as customer service representatives, who need such access to better serve you. In addition, we provide limited access to third-party vendors who provide financial and administrative services to the Program. These vendors are restricted from using this data in any way other than to provide services to the Program and may not use or resell the data. Information that you provide directly to any Contributing Company in connection with any transaction is subject to the terms and conditions and privacy policy of the respective Contributing Company, and you acknowledge and agree that the Program has no control over the use of such information.
  - b. Information provided is encrypted and protected with SSL encryption software (Secure Sockets Layer). To learn more about SSL, follow this link <http://www.verisign.com>

- c. While we use SSL encryption to protect sensitive information online, we also use our commercially reasonable efforts to protect participant information off-line. Access to all of our participants' personally identifiable information, not just the sensitive information mentioned above, is restricted in our offices. Only employees who need the information to perform a specific job (for example, customer service) are granted access to personally identifiable information.

## Your Obligations

### 1. No Unauthorized Use of the Program.

You agree that you will not, and will not permit others to:

- a. provide any unauthorized third party with access to the Program or any information, data, text, links, images, software, chat, communications and other content available through the Internet and proprietary to the Program (collectively, "Content") by any means;
- b. modify, reverse engineer, reverse assemble or decompile any of the software applications used by you in connection with your participation in the Program;
- c. engage in any activity that does not comply with U.S. law or other applicable law or regulations or otherwise engage in any illegal, manipulative or misleading activity through the use of the Program;
- d. introduce into the Program any code intended to disrupt the Program, alter or delete its Content, access confidential Content on the Program website or interfere with the operation of the Program, including, but not limited to, distribution of unsolicited advertising or mail messages and propagation of computer worms and viruses;
- e. post any material in any form whatsoever on the Program website or within the Program that is defamatory, obscene or otherwise unlawful or violates any third party's right of privacy or publicity; or
- f. infringe any third party's patent, copyright, service mark, trademark or other intellectual property right of any kind or misappropriate the trade secrets of any third party in connection with your use of the Program.

### 2. Tax and Outstanding Balances.

You are responsible for determining any tax liability arising from participation in the program. Consult a tax advisor concerning tax consequences. You are responsible for any outstanding balance owed on the card account after the credit is applied.

### 3. Security.

You will maintain the confidentiality of the Usernames and Passwords by which you access the Program, and will allow access to the Program only by authorized persons, and not by any Program, expert system,

electronic agent, "bot" or other automated means. Any use of your assigned username or password will be deemed to be your use. If there is a breach of security through your account, you will immediately change your password and notify us of such breach via the customer service line provided. You agree that, unless you have first notified us immediately of any such breach, we should assume that any instruction transmitted using your username and password is yours and has been authorized by you, and we will have no obligation to inquire into the propriety of such instruction. You will not permit any use of the Program that would damage, interfere with or unreasonably

overload the Program. You acknowledge that the Program will not contact you, by email, phone or otherwise, to solicit your username or password.

### 4. Discontinuation or Suspension of Use.

We may, in our sole discretion, at any time and without prior notice:

- a. discontinue transmitting all or any part of the Content related to the Program;
- b. change, discontinue or limit access to the Program or any functionality, feature or other component of the Program; or
- c. suspend or terminate your use of or access to the Program upon giving you notice of such suspension or termination.

## Miscellaneous

### 1. Termination; Expiration or Forfeiture of the Program.

- a. This Agreement is effective when accepted by you, as described in the first paragraph of this Agreement, and will remain in effect and legally bind you and us until you or we terminate your ability to participate in the Program. You may terminate your participation in the Program at any time in accordance with the procedures established on the Program website from time to time. We may terminate this Agreement without cause immediately after notice to you of such termination.
- b. Upon any termination of this Agreement, your right to use and access the Program and to receive cash back will terminate. Subject to the limitations set forth in this Agreement, termination will not prejudice either your or our remedies at law or in equity.

### 2. Certain Disclaimers; Indemnification.

- a. Disclaimer of Warranties. THE PROGRAM IS PROVIDED ON AN "AS IS" BASIS AND WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE MAKE NO WARRANTY AS TO THE QUALITY, ACCURACY, COMPLETENESS, OR VALIDITY OF ANY MATERIALS RELATED TO THE PROGRAM AND DO NOT WARRANT THAT THE FUNCTIONALITY OF SUCH PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT SUCH PROGRAM OR THE SERVER(S) THAT MAKE(S) IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE PROGRAM WEBSITE AND THE PROGRAM MAY CONTAIN FACTS, VIEWS, OPINIONS, STATEMENTS, OR RECOMMENDATIONS OF THIRD-PARTY INDIVIDUALS AND ORGANIZATIONS. WE DO NOT REPRESENT OR ENDORSE THE ACCURACY, CURRENTNESS, OR RELIABILITY OF ANY ADVICE, OPINION, STATEMENT, RECOMMENDATIONS, OR OTHER INFORMATION DISPLAYED, UPLOADED, OR DISTRIBUTED THROUGH THE REWARDS PROGRAM WEBSITE. YOU ACKNOWLEDGE THAT ANY RELIANCE ON ANY SUCH OPINION, STATEMENT, RECOMMENDATIONS OR INFORMATION WILL BE AT YOUR SOLE RISK. FURTHERMORE, THE PROGRAM DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE QUALITY OF, OR ACCURACY OF ADVERTISEMENTS FOR, ANY MERCHANDISE, PRODUCTS OR SERVICES OFFERED OR PROVIDED BY ITS CONTRIBUTING COMPANIES OR SUPPLIERS IN CONJUNCTION WITH THE PROGRAM.
- b. Exclusion of Certain Damages. We will not be liable for any damages, including indirect, incidental, consequential, or punitive damages arising from: any failure to screen users or participants of the Program; acts or omissions of any users or participants of the Program; materials posted by, or of, any party other than the Program or any use thereof; the accuracy, dependability, privacy, security, authenticity or completeness of data transmitted over or obtained using the Internet; or any failure to perform any obligation hereunder, or from any delay in the performance thereof, due to causes beyond its reasonable control, including the elements, acts of God, labor disputes, acts of terrorism, acts of civil or military authority, fires, floods, epidemics, quarantine restrictions, failure or erratic behavior of telecommunications or power system, sabotage, armed hostilities, riots or government regulation of the Internet.
- c. Indemnification. You agree to indemnify the Program, Sponsor, any Contributing Company, as well as their respective officers, directors, employees, successors, agents, and affiliates (the "Indemnified Parties"), for any and all claims, damages, losses and causes of action (including attorneys' fees and court costs) arising out of or relating to your participation in this Agreement, including for any materials, data, instructions, and information in any form whatsoever that are provided by you (or through your user ID and/or password). You agree to cooperate as fully as reasonably required in the defense and/or settlement of any claim involving the Indemnified Parties. The Program reserves in its reasonable discretion the right to assume exclusive control over the defense and settlement of any matter subject to indemnification by you.

### 3. Limitation of Liability.

- a. NONE OF THE PROGRAM, SPONSOR, ANY CONTRIBUTING COMPANY OR ANY INVESTMENT PARTNER, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, OR AFFILIATES ARE RESPONSIBLE OR LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES OR FOR LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES, THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE PROGRAM, THE INFORMATION CONTAINED ON THE PROGRAM WEBSITE, OR (EXCEPT IN THE CASE OF THE APPLICABLE CONTRIBUTING COMPANY OR SUPPLIER) ANY MERCHANDISE, PRODUCTS OR SERVICES OFFERED BY THE PROGRAM'S CONTRIBUTING COMPANIES OR SUPPLIERS IN CONJUNCTION WITH THE PROGRAM, EVEN IF ANY SUCH ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS OUR LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.
- b. IN NO EVENT WILL THE PROGRAM'S TOTAL LIABILITY TO YOU FROM ALL DAMAGES, LOSSES, AND CAUSES OF ACTION RESULTING FROM YOUR USE OF THE PROGRAM WEBSITE OR PARTICIPATION IN THE PROGRAM, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE REDEEMABLE VALUE OF CASH BACK IN YOUR REWARDS ACCOUNT.

### 4. Electronic and Oral Communications.

- a. Participant Instructions. We may rely on your oral and electronic instructions. In addition, you consent to the monitoring and recording of your telephone conversations with us for training or compliance purposes or to provide a record of your instructions. You agree that we will not be liable for honoring oral instructions received from any person claiming to be you, provided normal participant verification procedures have been followed. We may follow any instructions received by electronic means through the Program website just as if you had given such instructions in person, regardless of whether or not you have personally initiated such instructions.
- b. Program Communications. You consent to the receipt of all reports, transaction confirmations, account statements, correspondence and other information from us electronically through either access to your rewards program account or the email address provided by you to the Program. We will not be responsible for your inability to connect to the Internet or to access the Program website or otherwise not to receive electronic communications. Electronic communications are presumed to be delivered to and received by you when sent by us, whether actually received or not. You acknowledge that you have access to hardware and software meeting the system requirements set forth on the Program website necessary to receive from us correspondence and records in electronic form.
- c. Certain services may require or permit text messaging (SMS or MMS). You acknowledge that data rates may apply, and that text messages are provided on an "as is" basis and are not guaranteed to be available in all areas or at all times. If you opt-in to receive text messages, the number of text messages you receive will depend on the number of transactions you complete in the Program, or with Contributing Companies. You agree that by opting in, you have consented to receive text messages from us, which may include text messages from an automatic dialing system. You agree that your consent to receive text messages is not a condition of purchase within the Program.

### 5. General.

- a. Governing Law. The validity, construction and interpretation of this Agreement, and the rights and duties of the parties hereto, will be governed by and construed in accordance with the laws of the state of Ohio, excluding its conflicts of laws principles. Each party hereto agrees that all claims relating to this Agreement will be heard exclusively by a state or federal court in Ohio. Accordingly, each party hereby consents to the exclusive jurisdiction of any state or federal court in the state of Ohio over any proceeding related to this Agreement, irrevocably waives any objection to the venue of any such court, and irrevocably waives any claim that any such proceeding in such a court has been brought in an inconvenient forum.
- b. Assignment, and Other Rights. You may not assign your rights and obligations under this Agreement, in whole or in part, without our prior written consent, and any such assignment without such consent will be null and void. The Program may

assign its respective rights and obligations under this Agreement, in whole or in part, without your consent. This Agreement will inure to the benefit and burden of the parties hereto and their permitted successors and assigns. We may delegate all or any portion of our performance under this Agreement to a third party, including to Sponsor.

- c. Notices. Any notice by one party hereto to the other will be in writing (which may include email) and either personally delivered, delivered by Internet email, or sent via reputable overnight courier or certified mail, postage prepaid and return receipt requested. All notices will be in English and will be deemed effective on the date of personal delivery, upon confirmation of email transmission, upon signed receipt from an overnight courier, or five days after deposit with the U.S. Postal Service.
- d. No Waiver; Severability. The waiver by either party hereto of a breach or default of any provision of this Agreement by the other party hereto will not be construed as a waiver of any succeeding breach or default of the same or any other provision, nor will any delay or omission on the part of either party hereto to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such party. If any provision of this Agreement is held to be invalid, such invalidity shall not affect the remaining provisions.
- e. Relief. You acknowledge and accept that any breach likely to irreparably harm us and will not be susceptible of cure by monetary damages. Consequently, if you breach any provisions of Section 2 above, then we will be entitled to obtain injunctive or other equitable relief in addition to any remedies it may have at law.
- f. Third-Party Beneficiary. Each Contributing Company is hereby expressly made a third party beneficiary of this Agreement and may enforce this Agreement directly against you. In addition, Sponsor is hereby expressly made a third-party beneficiary of this Agreement and may rely on any protections in this Agreement, exercise any rights and receive the benefits attributable to us, and enforce this Agreement directly against you. Additionally, Sponsor may assert any rights or remedies under this Agreement individually or jointly with us. The absence of a specific reference to Sponsor in any Section, provision, or clause where a right or protection exists for us shall not be construed as excluding Sponsor from receiving any of the benefits it provides.
- g. Entire Agreement. This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter hereof (including without limitation, earlier versions of this Agreement that may have been accepted by you through the Program website or otherwise). We reserve the right to modify this Agreement at any time. Your non-termination and continued membership in the Program after notice of any modification of this Agreement will constitute affirmative acceptance by you of such modification and your consent to abide by any terms thereof. You acknowledge that the most recent version of this Agreement will be located on the Program website under Terms and Conditions. No other act, document, usage or custom will be deemed to amend or modify this Agreement.

## 6. Our Intellectual Property Rights.

The contents of the Website, including its “look and feel” (e.g., text, graphics, images, logos and button icons), photographs, editorial content, notices, software (including html-based computer programs) and other material are protected under both United States and other applicable copyright, trademark and other laws. The contents of this Website belong or are licensed to us. You have the right to view and use the Website subject to these terms. You may download or print a copy of information provided on this Website for your personal, internal and non-commercial use only. Any distribution or reproduction of any content from this Website in whole or in part for any other purpose is expressly prohibited without our prior written consent.