



MWR Grocery Gateway Plan Terms & Conditions

Our goal and commitment is to make your customer experience as successful and satisfying as possible, and to help you get the full value from this program. We look forward to helping you save. The following are the terms and conditions for the Grocery Gateway 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 call our Customer Service Department at 888-536-1341.

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.

Account Benefits. You have access to \$100 in Grocery Coupons Rewards each month, which you access online.

Our goal and commitment is to make your customer experience as successful and satisfying as possible. We look forward to helping you save. By using Grocery Gateway ("Site"), you agree to be bound by all of the terms in these Terms of Use and Redemption Terms (the "Agreement") and any terms and conditions in our prior agreement when you enrolled as a customer in Grocery Gateway. Grocery Gateway reserves the right, in its sole discretion, to update or modify this Agreement at any time. Your redemption of a Grocery Gateway Reward Code/Redemption PIN on this website denotes your acceptance of this Agreement. Further, your continued use of the Site following the posting of any changes to this Agreement constitutes acceptance of those changes. Grocery Gateway hereby grants you a non-exclusive, non-transferable, limited right to access, use and display the Site for your personal, non-commercial use, provided that you comply fully with the provisions of these Terms & Conditions.

Program Benefits. As a reward recipient of Grocery Gateway, you have access to up to a select value, determined by the reward you've received, in free face value clipped and mailed grocery coupons (as detailed herein), as well as dozens of additional benefits, savings, discounts, incentives, promotional codes, coupons, rewards, bonuses, rebates and other benefits on certain products and services offered by participating vendors as explained in your program materials. You have unlimited access to the Grocery Gateway website.

Redemption of Clipped Coupons. One of the Grocery Gateway benefits is face value clipped grocery coupons, which Grocery Gateway clips and sends to you in the mail. This is different from/distinct from the other grocery coupons related benefits on the website, like free printable coupons, etc. For the clipped coupon benefit, there are some limitations (i.e quantity restrictions) regarding their redemption. Using the website's shopping cart, customers can add coupons they would like to be clipped and mailed to them. Coupon values are determined by the face value of the coupon. For example, a \$1.00 off Coca Cola coupon has a face value of \$1.00. Your shopping cart will reflect the amount of face value coupons you have ordered to date, and how much you have left in your account. You may order all your coupons at once, or may break up your orders into as many separate orders as you prefer. This is an open-use reward.

Use & Terms of Program. Once you have redeemed your reward, you will enjoy unlimited access to the Grocery Gateway website for as long as you wish to access it. Your reward is non-transferable and has no cash value. Your rewards are not a gift card or a gift certificate, but rather a premium discount and couponing reward program. You agree that only you, your spouse and children living in your household will have access to the program benefits. Benefits are not for re-sale. You are entirely responsible for maintaining the confidentiality of your program password and user account information. You will promptly notify us if you become aware of any unauthorized use of your program card or program number. The Grocery Gateway is limited to residents of the United States only.

Account Term, Renewal, Billing. Unless you cancel, your account will continue automatically on a monthly basis, with the applicable periodic customer fees disclosed to you upon your enrollment, and always available to you in your online customer account, automatically billed to the account identified and authorized by you at the time of your enrollment. You authorize Grocery Gateway to conduct this monthly billing and you further authorize Grocery Gateway to bill an amount less than your monthly customer fee if Grocery Gateway is unable to bill the full monthly customer fee amount.

Cancellation & Refund Policy. At Grocery Gateway, customer satisfaction is our top priority. That's why we make sure that the program's cancellation and refund policy is clear, compliant, and most importantly fair. You shall have the option to cancel the

Membership at any time by notifying the Company in writing or by email to support@mwrlife.com. If the Plan is cancelled within first three (3) days of Activation, you shall be entitled to a refund.

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 responsible or liable for any benefits, goods or services provided by participating vendors. If you have any claims relating to such benefits, goods or services provided by a participating vendor, you agree to make your claim against the vendor providing the benefit, good or service. You will not consider us (and we will not be construed as) a party to such transactions, whether or not we may have received some form of revenue or other remuneration in connection with such transactions, and we will not be liable for any costs or damages arising out of, either directly or indirectly, you or any other person involved or related to the transactions. We assume no responsibility for the payment of, or contribution to, any use or sales tax on the benefits, which may be imposed by taxing authorities, and such taxes, to the extent imposed, shall remain your sole responsibility or that of the provider of the benefits, as the case may be. This Site/Program is provided on an "as is" and "as available" basis with no warranties whatsoever. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO USE OF THIS SITE/PROGRAM OR ANY OF THE BENEFITS, PRODUCTS OR SERVICES OR RELATED INFORMATION PROVIDED TO YOU FROM THE PROGRAM OR FROM OUR PARTICIPATING VENDORS. THE PROGRAM DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE BENEFITS, PRODUCTS, SERVICES AND MATERIALS FROM THIS SITE/PROGRAM OR THE PARTICIPATING VENDORS IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION, OBTAINED BY YOU FROM THIS SITE/PROGRAM OR OUR PARTICIPATING VENDORS SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL OUR LIABILITY EXCEED YOUR CURRENT ACCOUNT FEE, AND UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL WE BE LIABLE TO YOU OR A THIRD PARTY FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, THIRD PARTY OR CONSEQUENTIAL, EVEN IF THE PROGRAM WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE PROGRAM DISCLAIMS ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SITE/PROGRAM. THE PROGRAM DOES NOT WARRANT THAT THE SITE/PROGRAM WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SITE/PROGRAM WILL BE UNINTERRUPTED AND ERROR FREE. YOU UNDERSTAND AND AGREE THAT YOU USE THE SITE/PROGRAM, AND ANY PRODUCTS YOU MAY GET FROM THE SITE/PROGRAM, AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE USE OF THE SITE/PROGRAM. YOU UNDERSTAND THAT THE PROGRAM AND THE SITE/PROGRAM ARE NOT THE PRODUCERS, FORMULATORS, BOTTLERS, LABELERS, OR FULFILLERS OF ANY PRODUCT YOU MAY ORDER THROUGH THE SITE/PROGRAM AND, AS SUCH, HAVE NO LIABILITY TO YOU WITH REGARD TO SAID PRODUCTS, OTHER THAN TO INSURE THAT THEY ARE DELIVERED TO YOU PURSUANT TO YOUR ORDER AND VALID PAYMENT.

Indemnification. You agree to indemnify, hold harmless and, at our option, defend The Program from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorneys fees and expenses) arising from your improper use of this Site/Program, your use of any products associated with the Site/Program, your violation of this Agreement, or your infringement, or the infringement or use of any Intellectual Property Rights (as defined herein).

Links. The Site/Program may contain links to other web sites. The Program does not control such other websites and is not responsible or liable for the availability thereof or the products, services or other materials contained on such websites. The Program shall not be responsible or liable, directly or indirectly, for any damage or loss incurred or suffered by any user in connection therewith. Your access and use of linked websites, including the products, services and materials therein, is solely at your own risk.

Intellectual Property. You hereby agree and acknowledge that The Program owns all right, title and interest in and to this Site/Program, including, without limitation, all Intellectual Property Rights. "Intellectual Property Rights" means any and all rights under patent law, copyright law, trade secret law, trademark law, and any and all other proprietary rights. You acknowledge that all marks that appear throughout the Site/Program belong to The Program, or the respective owners of such marks, and are protected by applicable trademark and copyright laws. Any use of any of the marks appearing throughout the

Site/Program without the express written consent of The Program or the owner of the mark, as appropriate, is prohibited.

Privacy Policy. Information collected through the Site/Program will be used in accordance with our Privacy Policy, which can be found on the Site/Program. By accepting the terms of this Agreement, you hereby acknowledge that you have read and understand the Privacy Policy and agree to its terms.

Severability/Waiver. In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction or appointed arbitrator, such determination shall in no way affect the validity or enforceability of any other provision herein. The failure by us to exercise rights granted to us hereunder upon the occurrence of any violations set forth in this agreement shall not constitute a waiver of such rights upon the recurrence of such violation.

Modifications/Termination. The Program reserves the right at any time to modify, suspend or permanently discontinue the Site/Program, your account or any portion thereof, with or without notice. You hereby agree that The Program shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site/Program or your account.

Arbitration. All legal issues arising from or related to the use of your account and this Site/Program shall be construed in accordance with the laws of the State of Florida. Any controversy or claim arising out of or relating to this Agreement or your use of the Site/Program shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA"). Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of another party. The arbitration shall be conducted in Manhattan, Florida and judgment on the arbitration award may be entered into in any state or federal court in Florida having jurisdiction thereof. Notwithstanding the applicable law on statute of limitations, demand for arbitration with the AAA must be filed within ONE (1) YEAR after the date the party asserting the claim first knows or reasonably should know of the act, omission or default giving rise to the claim; and there shall be no right to any remedy for any claim not asserted within that time period. (If applicable law prohibits a one-year limitations period for asserting claims, the claim must be asserted within the shortest time period in excess of one year that is permitted by applicable law.) The use of your account and this Site/Program and the terms of this Agreement shall be governed exclusively by the laws of the State of Florida and the Federal Arbitration Act, without regard to conflict of laws provisions. By using the Site/Program and thereby agreeing to the Agreement, you hereby consent to the personal jurisdiction and venue in the state and federal courts sitting in the State of Florida.

Assignment. We may assign our rights and obligations under this Agreement. This Agreement will inure to the benefit of our successors, assigns and licensees.

Entire Agreement. This Agreement, together with our prior agreement when you enrolled as a customer in Grocery Gateway, constitutes the entire agreement between you and us relating to the subject matter herein.