



MWR Shopping & Dining Mall 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 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 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 \$250 in Shopping & Dining Dollars each month, which you access online.

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 of 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. We have the right to monitor all Program Account activity. If your Program Account shows signs of fraud, abuse or suspicious activity, you may lose your accumulated Shopping Dollars, and, as a result of this activity, we may close your Program Account immediately. If you have conducted any fraudulent activity, we reserve the right to take any necessary legal action and may have grounds to confiscate any goods or services purchased as a result of such activity. In addition, you may be liable for monetary losses to the administrator including litigation costs and damages, and you will not be allowed to participate in the Program in the future.

5. 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 www.buymorepayless.com. 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.

Cruises

Cruise cancellation and refund policies along with cancellation fees, if applicable, vary by travel supplier. For an overview of information for respective cruise line cancellation policies, please click on the More Info option on the cruise page. It is the sole responsibility of the passenger to be familiar with the penalties assessed for cancellation. Cancellation charges subject to change without notice.

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.

SELLER OF TRAVEL REGISTRATION

The administrator is a registered seller of travel in California, Florida, Hawaii, Iowa, Nevada and Washington under each state's seller of travel regulations.

State Seller of Travel Registration Numbers for The administrator:

California registration number: 2067889-50 (Registration as a seller of travel does not constitute approval by California. The administrator is not a participant in the Travel Consumer Restitution Fund. California law requires that certain sellers of travel have a trust account or bond. The administrator has a bond issued by Beach City Bonds in the amount of \$5000).

Florida registration number: ST-35620

Hawaii registration number: TAR- 6545

Iowa registration number: 762

Nevada registration number: 2003-0378

NEVADA RECOVERY FUND FOR CONSUMERS DAMAGED BY SELLERS OF TRAVEL - You may be eligible for payment from the Recovery Fund if you have paid money to a seller of travel registered in this state for the purchase of travel services or a vacation certificate and you have suffered certain financial damages as a result of the transaction. To obtain information relating to your rights under the Recovery Fund and filing a claim for recovery from the Recovery Fund, you may contact the Consumer Affairs Division of the Department of Business and Industry at the following locations:

SOUTHERN NEVADA:
1850 East Sahara Avenue
Suite 101
Las Vegas, Nevada 89104
Phone: 702.486.7355
Fax: 702.486.7371
ncad@fyiconsumer.org

NORTHERN NEVADA:
4600 Keitzke Lane
Building B, Suite 113

Reno, Nevada 89502
Phone: 775.688.1800
Fax: 775.688.1803
renocad@fyiconsumer.org

Washington registration number: 602-338-670.

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 Shopping & Dining Mall to conduct this monthly billing and you further authorize Shopping & Dining Mall to bill an amount less than your monthly customer fee if Shopping & Dining Mall is unable to bill the full monthly customer fee amount.

Cancellation & Refund Policy. At Shopping & Dining Mall, 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 Shopping & Dining Mall, constitutes the entire agreement between you and us relating to the subject matter herein.