

## The Restaurant Store Business Rewards Program Terms & Conditions

The Restaurant Store Business Rewards program (the “Program”) is brought to you by The Restaurant Store. Participation in the Program is subject to these terms and conditions (the “Terms”). The Restaurant Store reserves the right to cancel the Program and to modify, add or delete any of the Terms, benefits or rewards, in whole or in part, at any time, without notice, even though such changes may affect the value of points already accumulated, the value of the rewards and/or the time for redemption, as determined in its sole discretion. The Program has no predetermined termination date and may continue until such time as The Restaurant Store, in its sole discretion, elects to designate a termination date. The Restaurant Store may end the Program at any time by providing notice on its website.

The Restaurant Store Business Rewards Program is completely independent from The Restaurant Store’s Membership program. If you are a Gold Member, all Business Rewards earned are in addition to your annual rebate of 2% back on Restaurant Store brands and will show separately in your account.

**Membership.** Membership in the Program is open to U.S. legal residents who are at least eighteen (18) years of age or the age of majority in their place of legal residence. The Restaurant Store, in its sole discretion, has the right to allow, limit, or restrict participation by corporations, businesses, charities, partnerships, enterprises or any other person or entity. Void where prohibited or restricted by law. If in any particular state The Restaurant Store has to apply for any special license, bonding, permit or other governmental regulatory approval, the Program will be void in that particular state.

**Eligibility.** You must have a valid email address at the time of enrollment. Your Restaurant Store Business Rewards account email address may only be associated with one Program member. Individuals may not have multiple memberships. However, a household may have more than one membership. Individuals who have the same permanent address are members of the same household (“Household”). From time to time, we may extend enrollment offers to promote new Program membership for non-members. Such enrollment offers are limited to new Restaurant Store Business Rewards Program members. Existing members may not receive enrollment offers for enrolling in additional Restaurant Store Business Rewards accounts.

**Earning Points.** The Program allows members to earn Restaurant Store Business Rewards points (“Points”). To earn Points, you must have an active and valid Business Rewards Account at the time you engage in any Program activity. If you make purchases using The Restaurant Store Visa® Business Card you may earn bonus points subject to the credit card terms. If you return purchases on which you earned Restaurant Store Business Rewards Points, those points will be deducted from your Business Rewards Account. In the event of any discrepancies, you must contact the Restaurant Store’s Customer Service Department within 90 days of the original transaction by emailing [help@therestaurantstore.com](mailto:help@therestaurantstore.com). The Restaurant Store Business Rewards Points may be subject to federal, state or other taxes and such taxes or your sole responsibility. Restaurant Store Business Rewards Points are not transferrable.

**Redeeming Points.** Points earned through the Program can only be redeemed on online purchases made at [TheRestaurantStore.com](http://TheRestaurantStore.com) during check-out. There is no minimum number of points needed to redeem at time of checkout. Points cannot be redeemed for cash.

**General Conditions of Participation.** By participating in the Program, you agree to these Terms. The Restaurant Store reserves the right to disqualify members who have violated any of the Program terms and conditions. You further agree to allow The Restaurant Store to communicate with you about the Program, Points, or anything relating thereto via mail, email, phone, text, in-app notification, external websites and various other channels. The Restaurant Store may also use these channels to communicate account offer promotions, coupons, information and offerings that may be of interest to you to the extent allowed by law or as agreed upon by you. The Restaurant Store reserves the right to provide benefits to some members based on geographic location, Program participation, purchases made or information supplied by the member or by our vendors. The Restaurant Store reserves the right to extend

additional benefits and offers to all or any portion of the members at its sole discretion. Members should promptly notify The Restaurant Store of any changes to personal information, such as name, address, telephone number and email address, either by visiting [therestaurantstore.com](http://therestaurantstore.com) or by emailing [help@therestaurantstore.com](mailto:help@therestaurantstore.com).

**Program Changes and Termination.** The Restaurant Store reserves the right to cancel any Business Rewards Program account for which it has incomplete, inaccurate, false or fictitious personal information. In the event that a Business Rewards Program account is canceled or that the Program is terminated for any reason, all Restaurant Store Business Rewards points earned on the accounts will be forfeited. Any fraudulent or unauthorized use of the Business Rewards Program, The Restaurant Store Visa® Business Card, any promotional offers or card rewards is strictly prohibited and may result in termination or disqualification from the Program, forfeiture of all points earned, forfeiture of rewards earned and/or legal prosecution. In addition, The Restaurant Store reserves the right to deactivate Restaurant Store Business Rewards accounts that have not earned points for a qualifying purchase at least once in a 24 month period.

**DISCLAIMER.** THIS PROGRAM AND ALL CARDS, ACCOUNTS, POINTS, REWARDS, USED OR PROVIDED AS PART OF THIS PROGRAM ARE PROVIDED "AS IS" AND "AS AVAILABLE." WE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROGRAM CONTENT, FUNCTIONALITY, OR MATERIALS PROVIDED BY US HEREUNDER, INCLUDING, WITHOUT LIMITATION OF THE FOREGOING, ANY WARRANTY REGARDING OWNERSHIP, NON-INFRINGEMENT, ACCURACY, TIMELINESS, COMPLETENESS, AND AVAILABILITY, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

**Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM LIABILITY, AND YOU AGREE THAT WE ARE NOT LIABLE, FOR ANY LOSSES AND EXPENSES OF WHATEVER NATURE AND HOWSOEVER ARISING OUT OF YOUR PARTICIPATION IN THE PROGRAM, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF USE, LOSS OF DATA, LOSS CAUSED BY A VIRUS, CLAIMS OF THIRD PARTIES, OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF US, OUR LICENSORS, EMPLOYEES OR AGENTS TO YOU, OR ANY OTHER PARTY EXCEED, IN THE AGGREGATE THE GREATER OF ONE THOUSAND DOLLARS (\$1,000). YOUR CLAIM FOR SUCH DAMAGES IS OUR SOLE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN THE EVENT OF THE BREACH BY US OF THIS AGREEMENT. THE FOREGOING SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY YOU MIGHT HAVE.

**Indemnification.** To the fullest extent permitted by law, you agree to indemnify, defend and hold harmless Restaurant Store and all associated entities, affiliates, officers, employees, agents, subsidiaries, successors, assigns and sub-contractors together with their partners successors and assigns, from and against any and all losses, claims, suits, damages, penalties, fines, judgment, liabilities (including without limitation, death, personal injuries, expenses, attorney fees and costs incurred) in connection with your participation in the Program that is inconsistent with these Terms.

**Disputes.** By becoming a member and participating in the Program, you agree that any dispute or claim relating in any way to the Program or your Business Rewards Account will be resolved through binding arbitration instead of in court. An exception is that you may assert claims in small claims court if your claims qualify. The U.S. Federal Arbitration Act and federal arbitration law apply to this agreement.

**There is no judge or jury in arbitration, and court review or appeal of an arbitration award is very limited. An arbitrator can award on an individual basis the same damages and relief as a court, and must follow these Terms just like a court would.**

The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. To begin an arbitration proceeding, you must file a Demand for Arbitration with the AAA, according to the AAA's rules. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, The Restaurant Store will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

**Governing Law.** By becoming a member of the Program, and except where prohibited by law, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the Commonwealth of Pennsylvania, without regard to conflict of law principles, will govern these Terms and any dispute of any sort that might arise between you and The Restaurant Store.

**Questions.** Any questions regarding the Program should be directed to [help@therestaurantstore.com](mailto:help@therestaurantstore.com).