

## **MEMBERSHIP TERMS AND CONDITIONS**

**PLEASE RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS  
THESE TERMS OF USE AND CONDITIONS OF SALE FORM A LEGALLY BINDING AGREEMENT  
("AGREEMENT") AND SHOULD BE READ CAREFULLY.**

**THIS AGREEMENT CONTAINS ARBITRATION AND CLASS ACTION WAIVER PROVISIONS THAT  
WAIVE YOUR RIGHT TO A COURT HEARING OR JURY TRIAL OR TO  
PARTICIPATE IN A CLASS ACTION. ARBITRATION IS MANDATORY AND IS THE EXCLUSIVE  
REMEDY FOR ANY AND ALL DISPUTES.**

**MEMBERSHIP TERMS AND CONDITIONS.** These Terms and Conditions apply to the membership of the person whose name or membership number appears on the other side of this letter and/or any subscriber or user of the membership service ("Service") described herein ("YOU," "You," "you", or "your"). This membership ("Membership") is an optional service provided, administered, or owned and operated by SEMPRIS, LLC, and/or its subsidiaries and affiliates. SEMPRIS LLC, 13033 Ridgedale Drive, Suite 202, Minnetonka MN 55305 (collectively, "SEMPRIS," "We," "Us" or "Our").

**THE SERVICE.** In exchange for payment by you of the current Membership fee, you may obtain access to the Membership website and the Service. The benefits of the Membership website and Service consist of curated content, and discounts and savings opportunities, including limitations on redemptions, as described on the other side of this letter and/or on the Membership website. SEMPRIS reserves the right to change the specific services included in the Membership website and the Service and reserves the right to modify these terms and conditions without notice. SEMPRIS reserves the right to limit discounts. SEMPRIS reserves the right to change the content of the Membership website at any time. We reserve the right to cancel your Membership at any time for any reason. No Service benefits carry over or may be used after cancellation by You or Us.

**WHO MAY USE.** You must be a U.S. resident at least 18 years of age or the age of majority in your state of residence to become a member. Membership is unavailable to residents of WI, IA, MN, UT and VT, and residents of FL, HI and NV are prohibited from receiving memberships related solely to travel. Only you may use the Membership for your benefit only. If we discover that your Membership has been used by or for someone other than you, or been compromised in any way, we reserve the right to cancel your access to the Membership website and the Service it provides, including the denial of any pending redemptions or purchases. No corporate, company, or business memberships are permitted. You agree to notify Us if you become aware of any unauthorized use of your Membership or if your Membership website access credentials are lost or compromised. The Membership website is not directed at children under the age of 13. SEMPRIS does not intend to gather any personal information from children under 13. Children under the age of 18 should get permission from a parent or guardian before sending any personal information to Us via e-mail or otherwise. However, if the parent or guardian of a child under 13 has provided Us with personally identifiable information, the parent or guardian of that child should call Us at 800-475-1942 if they want this information deleted from Our files.

**MONTHLY MEMBERSHIP AND AUTOMATIC RENEWAL.** If you have enrolled in a monthly Membership, your Membership will begin on the date you enroll and will automatically renew monthly unless and until you cancel. The card you provided upon enrollment, or any other current payment mechanism We have on file for you, will be automatically charged the current monthly membership fee at the beginning of each monthly membership period. To cancel your

Membership, write to P.O. Box 5265, Hopkins, MN 55343-2265, Attn: Customer Service, or call 800-475-1942, or go to [www.programstop.com](http://www.programstop.com) to cancel online.

**TRIAL OFFERS PRECEDING MONTHLY MEMBERSHIP.** We may offer a trial period for you to experience Membership benefits for a limited time at reduced cost or no cost before continuing with a monthly Membership. If you enroll in a trial offer, you will receive all regular benefits of Membership for the duration of the trial period as indicated in your Membership materials. If you do not notify Us that you wish to cancel your Membership before the end of the trial period, your credit or debit/check card will be charged the monthly recurring fee for your Membership beginning at the end of the trial period term and each month thereafter until you cancel. Follow the cancellation instructions above or see "Right to Cancel Membership" below.

**PAYMENT METHOD.** You may edit your payment method information by calling Customer Service at 800-475-1942. If a payment is not successfully settled due to expiration, insufficient funds, or otherwise, and you do not edit your payment method information or cancel your Membership (See "Right to Cancel Membership" below), you remain responsible for any uncollected amounts and authorize Us to continue billing the payment method, as it may be updated. This may result in a change to your payment billing dates or the payment amount in the event of past due payments. We may update your payment method with information provided by the applicable payment service provider, and you authorize Us to continue to charge the membership fee to the updated payment method. For certain payment methods, the issuer of your payment method may charge you a foreign transaction fee or other charges. Check with your payment method service provider for details.

**"ANNUAL ONLY" MEMBERSHIPS.** If you enrolled in a Membership with an annual term, your Membership is billed once per year and does not automatically renew. We may provide you the ability to renew your Membership, prior to its expiration, within the Membership website, or you may contact Customer Service at 800-475-1942 to arrange for renewal and payment.

**RIGHT TO CANCEL MEMBERSHIP.** You have the right to cancel the Membership at any time. To cancel, write to P.O. Box 5265, Hopkins, MN 55343-2265, Attn: Customer Service, or call 800-475-1942, or go to [www.programstop.com](http://www.programstop.com) to cancel online. If you cancel the Membership, you will not be charged any additional fees. When you cancel, access to the Service will end at the end of your then-current Membership term and future Membership charges will cease.

**LIABILITY.** SEMPRIS assumes no liability for any products or services provided by a SEMPRIS vendor or marketing partner. You agree that any claim shall be made against the vendor of such products or services and not SEMPRIS. This site may contain links to websites that are established and maintained by a party other than SEMPRIS. These links are provided for your convenience only, and We are not responsible for the content, accuracy or performance of such sites. SEMPRIS MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD OR INFORMATION DELIVERED OR PROVIDED TO YOU, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SEMPRIS SHALL, UNDER NO CIRCUMSTANCES, BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. OUR LIABILITY TO YOU SHALL IN NO EVENT EXCEED THE AMOUNT OF THE MEMBERSHIP FEE YOU PAID. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. NOTWITHSTANDING ANYTHING IN THESE TERMS TO THE CONTRARY, THIS LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTY DOES NOT APPLY IN NEW JERSEY.

**ARBITRATION AND DISPUTES.** This Agreement and any issue or dispute arising out of or otherwise related to this Agreement or with your use of Our website, the Privacy Policy, or any matter concerning SEMPRIS including use and purchase of Membership, collectively "Disputes," shall be governed exclusively by the laws of the State of Minnesota, excluding its conflict of law provisions. If a Dispute arises under this Agreement, we agree to first contact each other with a written description of the Dispute, all relevant documents and information, and the proposed resolution.

You agree to contact Us with Disputes by writing to Us at SEMPRIS, 13033 Ridgedale Drive, Suite 202, Minnetonka MN 55305. SEMPRIS will contact you by letter to your billing address you provided Us.

If any Dispute cannot be resolved informally, we each agree that any and all Disputes, other than those either party may choose to file in small claims court, shall be submitted to final and binding arbitration before a single arbitrator under the auspices of JAMS® in a location convenient to you. Either party may commence the arbitration process by submitting a written demand for arbitration with JAMS®, and providing a copy to the other party. The arbitration will be conducted in accordance with the provisions of the JAMS® Consumer Arbitration Minimum Standards in effect at the time of submission of the demand for arbitration (available at <https://www.jamsadr.com/consumer-minimum-standards/>), which are incorporated by reference herein. We will pay all of the filing costs, including arbitrator fees. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, the following shall not be subject to arbitration and may be adjudicated only in the state and federal courts of Minnesota: (i) any dispute, controversy, or claim relating to or contesting the validity of our proprietary rights, including without limitation, trademarks, service marks, copyrights, or trade secrets; or (ii) an action by a party for temporary, preliminary, or permanent injunctive relief, whether prohibitive or mandatory, or other provisional relief. **You expressly agree to refrain from bringing or joining any claims in any representative or class-wide capacity, including but not limited to bringing or joining any claims in any class action or any class-wide arbitration.**

**YOU UNDERSTAND THAT YOU WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE YOUR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, YOU UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY AND ONLY THROUGH ARBITRATION.**

**MAIL PREFERENCE SERVICE.** From time to time, We make portions of Our customer list available to carefully screened companies and organizations whose products or services may be of interest to you. If you would prefer to have your name withheld, please send your request with complete name and mailing address to: **Mail Preference Service, P.O. Box 5265, Hopkins, MN 55343-2265.**

**QUESTIONS.** If you have any questions regarding the Membership, please call toll free at 800-475-1942.

**A NOTE TO OUR MEMBERS:** If at any time you have trouble accessing the Membership website or using the Service, please contact one of Our customer service specialists at 800-475-1942 or email Us at [support@sempri.com](mailto:support@sempri.com) for assistance.