

My Market Account Terms & Conditions

Revised: August 19, 2015

The following describes 365 Retail Markets, LLC ("365") Terms and Conditions ("*Terms*") that apply to My Market Account and any affiliated services (individually and collectively as "*My Market Account*"). These services constitute an online portal that enables individual persons (each individual person being a "*User*") to use My Market Account to add, monitor, and manage funds of a stored value account (an "*Account*") to purchase goods and services from third party providers of such services at participating locations, including independent third party providers under agreement with 365 or certain of 365's affiliates ("*Third Party Providers*"). By using My Market Account, you agree to these Terms. PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING MY MARKET ACCOUNT. In these Terms, the words "including" and "include" mean "including, but not limited to." Please keep a copy of these Terms for your records.

Supplemental terms may apply to certain services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable services. Supplemental terms are in addition to, and shall be deemed a part of, these Terms for the purposes of the applicable services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable services.

License

Subject to your compliance with these Terms, 365 grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to: (i) access and use My Market Account on your personal device(s) solely in connection with your use at participating locations; and (ii) access and use of any content, information and related materials that may be made available through My Market Account, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by 365 and 365's licensors.

Ownership

Neither these Terms nor your use of My Market Account convey or grant to you any rights: (i) in or related to 365 except for the limited license granted above; or (ii) to use or reference in any manner 365's company name, logos, product and service names, trademarks or services marks or those of 365's licensors.

Network Access and Devices

You are responsible for obtaining the data network access necessary to use My Market Account. Your mobile network's data and messaging rates and fees may apply if you access or use My Market Account from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use My Market Account. 365 does not guarantee that My Market Account, or any portion of My Market Account, will function on any particular hardware or device. My Market Account may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

About Your Account

In order to use My Market Account, you must register for and maintain an active Account. You must be at least 18 years of age to obtain an account. Account registration requires you to submit to 365 certain personal information, such as your name and your e-mail address. You agree to maintain accurate, complete, and up-to-date information in your account. Your failure to maintain accurate, complete, and up-to-date account information, including having an invalid or expired credit card on file, may result in your inability to access and use My Market Account or 365's termination of these Terms with you or of your Account. You agree to maintain the security and secrecy of your account username and password at all times. Unless otherwise permitted by 365 in writing, you may only possess one Account. You may not authorize third parties to use your account, and you may not allow

persons under the age of 18 to use your account unless they are accompanied by you. You may not assign or otherwise transfer your account to any other person or entity.

My Market Account allows you to load a dollar value via the My Market Account online portal onto your Account for future purchases at participating locations that accept My Market Account Accounts as payment. The dollar value that you load onto your Account is a prepayment only for the goods and services of participating locations. No credit card, debit card, credit line, overdraft protection or deposit account is associated with My Market Account. Unless otherwise permitted by law, amounts loaded to your Account may be refundable per the local terms of the participating location at which you use your Account. No interest, dividends or any other earnings on funds loaded to your Account will accrue or be paid or credited to you by 365. The value associated with your Account is not insured by the Federal Deposit Insurance Corporation (FDIC).

Your Account is designated to work at your home location, identified by an invitation to create an Account from your home location. We reserve the right not to accept any My Market Account payment or otherwise limit use of an Account if we reasonably believe that the use is unauthorized, fraudulent or otherwise unlawful.

Unless otherwise agreed by 365 in a separate written agreement with you, your Account is made available solely for your personal, noncommercial use.

Loading Value to Your Account

In the United States, you can load a dollar value to your Account by using an approved credit card or debit card by going online to <https://www.mymarketaccount.com>. The minimum amount that must be loaded onto your Account is \$5. 365 may institute a maximum or change the minimum amounts at any time by posting the amendment at <https://www.mymarketaccount.com>, and such change shall not constitute an amendment to these Terms. All amounts loaded onto your Account are held and denominated in U.S. dollars.

Fees and Expiration of Card Balances

365 does not charge any fees for the issuance, activation, or use of your Account. Your Account balance has no expiration date.

Receipts and Statements

Account holders are not sent statements of itemized transactions from an Account. You can check the balance of your Account or review recent transactions by logging into your Account at <https://www.mymarketaccount.com>. When you use your Account, you will have the option to receive a receipt via email or SMS, or no receipt. The receipt will indicate that the purchase was made using an Account and will provide the remaining balance of your Account. You should keep your receipts and check your purchase history to ensure that your account balance is correct.

Text Messaging

If you opt to receive SMS receipts, based on your preferences in your Account (available at <https://www.mymarketaccount.com>), you agree that 365 may send you informational text (SMS) messages as part of the normal business operation of your use of My Market Account. Standard text message rates may apply. You may opt-out of receiving text (SMS) messages from 365 at any time by updating your preferences online in Account (<https://www.mymarketaccount.com>). You acknowledge that opting out of receiving text (SMS) messages may impact your use of My Market Account.

Billing Errors, Corrections

We reserve the right to correct the balance of your Account if we believe that a clerical, billing, or accounting error occurred. If you have questions regarding your transaction history or any correction, or if you dispute any transaction or correction that has been assessed against your Account, please

contact 365 at account@365smartshop.com. We will conduct an investigation, communicate the results and correct any errors. If no error was found, we will communicate an explanation. We shall have no liability for any billing error unless you provide us notice within 60 days of the date of the transaction in question. You should monitor your transactions and account balances closely.

Liability for Unauthorized Transactions

Because your Account is used like cash for purchases from participating locations, you are responsible for all transactions associated with your Account, including unauthorized transactions. However, if your Account information is lost, stolen or compromised, your Account can be frozen with the balance remaining on it at the time of your call. Your Account balance is only protected from the point in time you notify 365. We will freeze the remaining balance on your Account at the time you notify us and will hold that remaining balance until you reactivate your Account.

Privacy Statement

For information concerning how we collect, use and disclose information concerning Users and how to select privacy preferences regarding certain promotional communications, you should refer to our Privacy Policy located at <https://www.mymarketaccount.com/privacy>.

Submission of Ideas

Separate and apart from any content contributions such as blogs, wikis, discussion forums, posts, chats, or other forms of media created by you ("*User Content*") which you provide, you can submit questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials or other information about 365 and our services (collectively, "*Ideas*"). Ideas provided to 365 by email or otherwise are entirely voluntary, non-confidential, gratuitous and non-committal. 365 shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of Ideas for any purpose, commercial or otherwise, without acknowledgment or compensation to you. Do not send us Ideas if you expect to be paid or want to continue to own or claim rights in them; we may have already had the same or similar idea and we do not want disputes.

Third Party Content

365 may provide third party content via My Market Account, including links to web pages and content of third parties (collectively, "*Third Party Content*") as a service to those interested in this information. We do not control, endorse, or adopt any Third Party Content and can make no guarantee as to its accuracy or completeness. You acknowledge and agree that 365 is not responsible or liable in any manner for any Third Party Content and undertakes no responsibility to update or review such Third Party Content. You agree to use such Third Party Content at your own risk.

Advertisements and Promotions

365 may display advertisements and promotions from third parties via My Market Account or may otherwise provide information about or links to third-party products on <https://www.mymarketaccount.com>. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties, or representations associated with such dealings or promotions are solely between you and such third party. 365 is not responsible or liable for any loss or damage of any sort incurred as the result of such dealings or promotions or as the result of the presence of such non-365 advertisers or third party information on My Market Account.

Copyright and Restrictions

Unless otherwise indicated, My Market Account and all content and other materials therein, including, without limitation, the 365 logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "*Application Materials*") are the proprietary property of 365 or its licensors or users and are protected by U.S. and international

copyright laws. You are granted a limited, non-sublicensable license to access and use the <https://www.mymarketaccount.com> site for account management purposes only.

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of <https://www.mymarketaccount.com>; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit <https://www.mymarketaccount.com> except as expressly permitted by 365; (iii) decompile, reverse engineer or disassemble <https://www.mymarketaccount.com> except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of <https://www.mymarketaccount.com>; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of <https://www.mymarketaccount.com> or unduly burdening or hindering the operation and/or functionality of any aspect of <https://www.mymarketaccount.com>; or (vi) attempt to gain unauthorized access to or impair any aspect of <https://www.mymarketaccount.com> or its related systems or networks.

Any use of <https://www.mymarketaccount.com> or Application Materials other than as specifically authorized in these Terms, without the prior written permission of 365, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring in any manner, whether by implication, estoppel or otherwise, any title or ownership of, or exclusive use-rights to, any intellectual property or other right and any goodwill associated therewith.

Trademark Information

365 and the 365 logo are registered trademarks of 365. All other 365 trademarks, service marks, domain names, logos, company names and indicia of origin referred to on My Market Account are either trademarks, service marks, domain names, logos, company names or indicia of origin or are otherwise the property of 365 or its affiliates or licensors. In countries where any of the 365 trademarks, service marks, domain names, logos, company names or indicia of origin are not registered, 365 claims other rights associated with unregistered trademarks, service marks, domain names, logos, trade name, company names and indicia of origin. You may not use any trademark, service mark, domain name, logo, company name, trade name or indicia of origin of 365 or any third party without permission from the owner of the applicable trademark, service mark, domain name, logo, company name, trade name or indicia of origin. All rights not expressly granted are reserved.

Changes to These Terms

CHANGES ARE PERIODICALLY MADE TO THE INFORMATION CONTAINED IN THESE TERMS. 365 MAY MAKE CHANGES TO MY MARKET ACCOUNT AT ANY TIME AND AT ITS SOLE DISCRETION. The most current version of these Terms can be reviewed by clicking on <https://www.mymarketaccount.com/terms>. All updates, enhancements and new features are immediately subject to these Terms. Your continued use of My Market Account constitutes your continued acceptance to all such Terms, notices and conditions as modified.

Indemnity

You agree to indemnify, defend, and hold harmless 365, its employees, directors, shareholders, or officers from and against any loss, liability, damage, penalty or expense (including reasonable attorneys' fees and court costs) which may be claimed by a third party as a result of: (i) your use of My Market Account; (ii) any breach or non-compliance by you of these Terms; (iii) your violation of any representation, warranty or agreements referenced herein; (iv) any dispute or litigation caused by your actions or omissions; (v) your negligence or violation of any applicable law or rights of a third party; (vi) your violation of any third-party intellectual property right, publicity, confidentiality, property or privacy right; or (vii) any disputes or issues between you and any third party, including Third Party Providers.

Arbitration Rights

Please read this section carefully. It affects rights that you may otherwise have. It provides for resolution of most disputes through arbitration instead of court trials and class actions. Arbitration is final and binding and subject to only very limited review by a court. This arbitration clause shall survive termination of these Terms.

Binding Arbitration

This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of our relationship. Any dispute or claim made by you against us (or against any of our subsidiary, parent or affiliate companies) arising out of or relating to these Terms or your use of My Market Account (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory) will be resolved by binding arbitration except that (i) you may take claims to small claims court if they qualify for hearing by such a court, or (ii) you or we may choose to pursue claims in court if the claims relate solely to the collection of any debts you owe to us. However, even for those claims that may be taken to court, you and we both waive any claims for punitive damages and any right to pursue claims on a class or representative basis.

Arbitration Procedures

You must first present any claim or dispute to us by contacting our [customer service] department to allow us an opportunity to resolve the dispute. You may request arbitration if your claim or dispute cannot be resolved within 60 days. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association (“AAA”) as modified by this agreement. The AAA Rules and information about arbitration and fees are available upon request from the AAA (call 1-800-778-7879) or online at adr.org. You and we agree that this agreement evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the U.S. Federal Arbitration Act and federal arbitration law. Unless you and we agree otherwise, any arbitration will take place in Troy, Michigan and will be conducted in the English language. An arbitrator may not award relief in excess of or contrary to what these Terms provide, order consolidation or arbitration on a class wide or representative basis, or award punitive damages or any other damages aside from the prevailing party’s actual damages, except that the arbitrator may award on an individual basis damages required by statute and may order injunctive or declaratory relief pursuant to an applicable User protection statute. In any arbitration applying the AAA Rules applicable to large/complex cases, the arbitrators must also apply the Federal Rules of Evidence, and the losing party may have the award reviewed in accordance with the review procedures set forth in the AAA Rules. Any arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction. If any portion of this arbitration clause is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect. Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules.

Waiver of Punitive Damage Claims and Class Actions

Both you and we are waiving certain rights to litigate disputes in court. If for any reason this arbitration clause is deemed inapplicable or invalid, you and we both waive, to the fullest extent allowed by law, any claims to recover punitive or exemplary damages and any right to pursue any claims on a class or consolidated basis or in a representative capacity.

Governing Law – Michigan

These Terms shall be governed by and construed in accordance with the laws of the State of Michigan notwithstanding any conflict of law rules.

Disclaimers and Limits of Liability

Unless otherwise prohibited by law, 365's total, aggregate liability under these Terms shall in no circumstance exceed \$100.

EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, IN NO EVENT SHALL 365 BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES OR LOST PROFITS, INCLUDING WITHOUT LIMITATION CONSEQUENTIAL OR SPECIAL DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOSS OF WORK PRODUCT, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, DIRECT OR INDIRECT, RESULTING FROM THE USE OF MY MARKET ACCOUNT OR OTHERWISE, EVEN IF 365 HAS BEEN ADVISED OF THAT POSSIBILITY. 365 IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY PAYMENT INSTRUMENT, INCLUDING WITHOUT LIMITATION, WHETHER SUCH INFORMATION IS CURRENT.

EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Claims of Copyright Infringement

You may not use My Market Account to transmit, route, provide connections to or store any material that infringes copyrighted works, trademarks or otherwise violates or promotes the violation of the intellectual property rights of any third party.

365, pursuant to 17 U.S.C. Section 512 as amended by Title II of the Digital Millennium Copyright Act (the "Act"), reserves the right, but not the obligation, to terminate your license to use My Market Account if it determines in its sole and absolute discretion that you are involved in infringing activity, including alleged acts of first-time or repeat infringement, regardless of whether the material or activity is ultimately determined to be infringing. 365 accommodates and does not interfere with standard technical measures used by copyright owners to protect their materials. In addition, pursuant to 17 U.S.C. Section 512(c), 365 has implemented procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Act. All claims of infringement must be submitted to 365 in a written complaint that complies with the requirements below and is delivered to 365' designated agent to receive notification of claimed infringement:

By mail: 1743 Maplawn, Troy, MI, 48084

By phone: 1-888-365-7382

In addition, any written notice regarding any defamatory or infringing activity, whether of a copyright, patent, trademark or other proprietary right must include the following information:

1. A physical or electronic signature of a person authorized to act on behalf of (a) the owner of an exclusive right that is allegedly infringed or (b) the person defamed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site is covered by a single notification, a representative list of such works at that site. Similarly, for materials that are defamatory or infringe patent, trademark, or other proprietary rights of a third party, please submit a list of such materials.
3. Identification of the material that is claimed to be infringing, to be the subject of infringing activity, or that is claimed to be defamatory and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit 365 to locate the material.
4. Information reasonably sufficient to permit 365 to contact you, such as your address, telephone number, and/or electronic mail address.

5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or other proprietary right owner, its agent, or the law.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed or on behalf of the person defamed.

Assignment

We may assign all or part of these Terms without such assignment being considered a change to the agreement and without notice to you. The assignee shall have the same rights and obligations as the assignor and shall agree in writing to be bound by these Terms.

Cancellation of These Terms

We may suspend or terminate these Terms and revoke or limit any or all of the rights and privileges granted to you at any time without notice or liability. Account termination may result from fraudulent or unauthorized use of My Market Account. If we terminate these Terms with or without cause, the balance held in your Account will be forfeited.

Entire Agreement, Construction

These Terms are the complete and exclusive statement of agreement between you and 365, and supersedes and merges all prior proposals and all other agreements. In the event that any provision of these Terms shall be determined to be illegal or unenforceable, that provision will be eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable. Headings herein are for convenience of reference only and shall in no way affect interpretation of these Terms.

Inquiries or Questions

If you have any questions regarding these Terms, 365, My Market Account, or your Account, please visit our web site at <https://www.mymarketaccount.com> or call us at 1-888-365-7382.