

WeSave Membership Terms and Conditions

WeSave is a membership rewards program offered by WeSave Rewards LLC. to eligible current and former public employees at the state and local government level (also referred to as “the Program”). These terms and conditions form the agreement (the “Agreement”) between each member that participates in WeSave (referred to as a “Member”) and WeSave Rewards LLC. and its participating affiliates and subsidiaries (collectively “Company”) with respect to the Program. You may contact WeSave Rewards LLC. at 21050 Centre Pointe Parkway, Santa Clarita, CA 91350 or 661-286-4334.

Membership

By participating in the Program, Member agrees to the terms and conditions, rules, regulations, policies, and procedures of the Program. Each Member is responsible for remaining knowledgeable about the Program terms and conditions. Company reserves the right to disqualify Members who have violated any of the Program terms and conditions. Company reserves the right to change the terms or conditions of the Program or terminate the Program or your membership in the Program at any time, for any reason, without prior written notice.

WeSave is open to United States residents at least 18 years of age who are current or former state and local government employees. Company reserves the right to prevent access to the Program, its services, and its website from IP addresses outside of the United States and Canada. Program membership is only available to individuals. Program membership is not available to corporations, businesses, charities, partnerships, enterprises, or any other entity. Member certifies that he/she is an individual and is eligible for membership. Member is responsible and liable for any tax consequences which may result from Member’s participation in the Program.

Basic Membership in the Program is free, and no initial purchase is required. Company reserves the right to refuse access to WeSave.com to any customer who does not follow the enrollment procedures. Member should promptly notify the Program of any changes to personal information, such as name, address, telephone numbers, and email address by updating their profile on wesaave.com or emailing help@wesave.com.

Member understands and agrees that by submitting his/her registration, they are entering into this Agreement to become a Member of the WeSave Rewards Program and Network which is comprised of members and merchants.

Term and Termination

A basic Membership shall not expire. Membership may be suspended or terminated by Company, at its sole discretion, if Member breaches this Agreement or any terms related to Company’s applicable “**Program Policies**” (which include, but are not limited to, Company’s “**Privacy Policy**”). Cancellation, or termination of this Agreement will release Company and all TPPs from any further obligations hereunder. However, Member shall remain liable for any chargebacks or cash back rewards paid to Member that are subsequently disputed and refunded to a Network Merchant. Member further understands that he/she may still receive some pre-scheduled communications after such cancellation or termination. Member cannot earn Rewards or Benefits after termination. Should Member object to any of the terms and conditions of this Agreement or Program Policies, or become dissatisfied with Company, his/her only recourse is to immediately discontinue participation in the Program and uninstall any software and/or any third-party apps associated with the Program. Company reserves the right to terminate the Membership of any Member who appears to be using his/her Membership in a manner inconsistent with the Program Policies, the intent of this Agreement, or any other Company Program guidelines or rules.

Membership Information, Relationship to Company, and Third-Party Providers

Company may verify, authenticate, register, forward, assign, license and/or transfer any information contained in or related to Member under this Agreement in accordance with Company’s [Privacy Policy](#). Nothing in this Agreement is intended to or shall in any way establish an agency, joint venture, partnership, a franchise, or fiduciary relationship between the Parties and neither Party shall have the right or authority to act for or on behalf of the other Party unless specified herein. Other Network participants include, but are not limited to, the ShareNetwork, accredited financial institutions (“**Bank(s)**”) and/or processors, and card fulfillment companies (collectively “**Third Party Provider(s)**” or “**TPP(s)**”). Member agrees that TPPs may be used for more than one purpose, including, but not limited to, tracking of Rewards and tracking of purchase transactions using a unique ID number assigned to Member during the registration process.

Transactions

For purposes of this Agreement, a “Transaction” is a purchase made by a Member at a participating Network Merchant. A “Qualified Transaction” is a purchase made by a Member at a participating Network Merchant that is (i) successfully tracked by Company and undisputed by Member (ii) for which a fee is paid by the Network Merchant to Company (“Referral Fee”) and (iii) is successfully collected and distributed to various Network participants by Company.

Giveaways and Promotions

Network Merchants may offer Member additional promotions or giveaways. Participation in these promotions shall be considered

solely between the Member and the Network Merchant. Unless otherwise noted, Company only acts as a facilitator of the Network through its website and TPPs and therefore assumes no liability, obligation, or responsibility for any part of any such engagement in which Member elects to participate, including without limitation withdrawal or modification of any offer or promotion by a Network participant.

Occasionally Company may hold giveaways or promotions. Giveaways and/or promotions are not open to Company employees or members of their immediate family. Giveaways and/or promotions are open to public employees who activate their Company membership prior to the published deadlines for specific giveaways and/or promotions. No purchase is necessary to enter or receive a prize unless specified. All federal, state, and local laws and regulations apply.

Using a random number generator, Company winners will be randomly selected from a pool of all qualified Members who registered for a particular giveaway and/or promotion. The odds of winning a prize depend upon the number of eligible Members at the time of the selection of potential winners. The number of times a person can win in any given period of time will be decided by Company on a case-by-case basis and/or published in official instructions for specific giveaways and/or promotions.

Winners will be contacted by the email address and/or phone number provided at activation and/or registration. If the winner's email address and/or phone number is no longer valid at the time of award, the prize may be forfeited. Using whatever contact information the winner has provided to Company, every reasonable attempt will be made to contact the winner. Winners may be contacted at their place of work or through their employer.

Eligibility, age, proof of employment, and claim by potential prize winners are subject to verification in acknowledgement, understanding and agreement of Company's rules and regulations. If, at the time of contest entry, the selected entrant has not obtained the age of 18 years old, a parent or guardian's signature may be required on the above-mentioned declaration and release form or, based upon applicable law, the parent or guardian may be required to claim the prize.

Winners agree to allow Company to post their name and/or likeness, agency and prize on wesave.com and subsequent marketing materials without compensation or notification. Winners who supply Company with quotes and photos also agree to permit Company to post on wesave.com and subsequent marketing materials without compensation to the winner or further notification.

The winner agrees to accept the prize as offered and releases Company, its owners, agents, officers, employees, successors or assigns, from any and all liability of any kind arising out of the entrant's participation in any contest, receipt and use of the prize and the publication of the winner's name and likeness for marketing purposes.

All taxes, fees, or other charges, if any, are the sole responsibility of the winner. By awarding the prize, Company is relieved and discharged from any liability or damage due in whole or in part to the award, acceptance, possession, use or misuse of any prize or from participation in the contest.

In the event any portion of a Company giveaway and/or promotion is compromised by a computer virus, technical bug, non-authorized human intervention, hackers or other causes beyond the control of Company and its contractors, which is in the sole opinion of Company impairs the administration, security, fairness or proper play of the contest, Company reserves the right, at its sole discretion, to suspend or terminate all or part of the contest. Company is not responsible for any entry that is generated by computer hardware or software malfunction, error or failure, or tamper with or subject to any non-authorized human intervention. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF COMPANY'S GIVEAWAYS AND/OR PROMOTIONS IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, COMPANY RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Fraud

Member understands and agrees that he/she shall not use their Membership in a fraudulent, malicious, or dishonest manner. If Company and/or Network participants learn of any fraudulent, malicious, or dishonest use of the Membership, Network, Rewards, or Benefits (collectively, "**Member Misconduct**"), then such parties are authorized to report such use to state and/or federal authorities and may refuse to pay any pending Rewards or Benefits to Member unless such cause is resolved by mutual consent of the parties involved. Member agrees that if he/she engages in Member Misconduct, Company will suffer irreparable harm to its business or assets, and Company shall have the right to immediately terminate this Agreement. Accordingly, Company shall be entitled to seek injunctive relief against Member as necessary along with any other applicable remedies for a breach or threatened breach of this Agreement. By becoming a Member, Member has given Company permission to review his/her account with Network Merchants and other Network participants in cases where Company suspects fraudulent activity.

Company reserves the right to cancel any Membership for which it has incomplete, inaccurate, false, or fictitious personal information.

Disclaimer

COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND INCLUDING, BUT NOT LIMITED TO, ANY EARNINGS, REWARDS, AND/OR BENEFITS OTHER THAN THOSE EXPRESSLY INCLUDED IN THIS AGREEMENT. COMPANY SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, BEYOND THOSE CONTAINED IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. COMPANY DOES NOT WARRANT OR GUARANTEE THAT THE TRACKING, MATCHING, PROCESSING, OR SETTLEMENT OF QUALIFIED TRANSACTIONS AND ASSOCIATED REWARDS AND BENEFITS WILL BE FREE FROM ERRORS, INCLUDING OMISSIONS, INTERRUPTIONS, DELAYS, LOSSES, OR DEFECTS, WHETHER HUMAN OR MECHANICAL. COMPANY DOES NOT WARRANT OR GUARANTEE THE CONTINUATION OF THIS AGREEMENT OR ANY SPECIFIC SERVICE AND/OR PRODUCT BECAUSE OF TERMINATION OF BANKS, PROCESSORS, FINANCIAL INSTITUTIONS, AND/OR ANY OTHER THIRD-PARTY PROVIDER.

Indemnification

Member agrees to indemnify and hold Company and TPPs and their owners, directors, managers, officers, employees, representatives, agents, affiliates, successors, attorneys, and permitted assigns harmless from and against any and all liabilities, claims, suits, other legal actions and proceedings, demands, damages, losses, costs and expenses of any kind or nature, including, without limitation, reasonable legal fees and expenses, arising out of or otherwise relating to the failure of a TPP to process the payment of any Rewards or Benefits, or relating to Member's breach or violation of any provision of this Agreement, including but not limited to, any gross negligence, misrepresentation, fraud, or violation of any government laws, regulations, or rules, or from a litigation between Member and a Network Merchant for any reason whatsoever. In addition, Member indemnifies and holds Company harmless against any claim arising from Member's failure to pay for any transaction between Member and a Network Merchant. Member further agrees that if he/she commits fraud, violates any government laws, regulations, or rules, or breaches this Agreement, then Company shall be entitled to recover reasonable attorneys' fees in any legal prosecution or proceedings to enforce its rights under this Agreement.

Limit of Liability

Company shall not be liable in connection with the awarding or redemption of points or cash back Rewards, including but not limited to the failure to award points or cash back. Company's and/or TPP's total liability for loss or damage incurred by Member by or through his/her participation in the Network, (including the loss of any Rewards or Benefits) shall not under any circumstances exceed Forty Dollars (\$40.00). Company shall have no liability to Member for: Company's discontinuation or modification of Company's products or services, a Network Merchant's discontinuation or modification of any Rewards offered by such Network Merchant, Company's acceptance of or rejection of this Agreement, or a delay by Company in accepting, rejecting, or processing this Agreement. Company makes no guarantee, representation, or warranty with respect to any potential Rewards or Benefits from Member's participation in the Network.

Customer Service and Returns

Company shall provide customer service contact information on its website and provide customer service on all matters pertaining to the Program and all Network-related programs, products, and services including all Transaction-related questions or disputes. Company will also work directly with Member to settle any disputed Transaction or Reward issues according to the applicable policies and procedures. Returns of products purchased in the Points Catalog are subject to the selling Merchant/manufacturer's guidelines and rules, and Company will help facilitate such returns in accordance with its "**Shipping & Return Policies.**"

Notifications

Member agrees to receive promotion-related communications, including but not limited to newsletters, information pertaining to participating Merchants, Rewards, or new services from Company, TPPs, and/or Network Merchants through the email address and physical address provided. Member may elect to "opt-out" from receiving such communications on his/her Member Dashboard. In addition, Company reserves the right to send messages to Members from time to time which may include Company system updates, flash bulletins, order confirmations, payments, legal notices, administrative announcements, special requests, Membership cards, and other similar messages (collectively, "**Administrative Messages**") and which may be sent via email, regular mail, or other means (such as push notifications). In accordance with our [Privacy Policy](#), Members can elect to stop receiving promotion-related emails through their Member Dashboard but cannot unsubscribe from these Administrative Messages while enrolled in the Program. If Member elects at any time to receive a notification by text message and/or email, neither Company nor TPPs nor Network Merchants shall be responsible for the cost of the receipt of text messages charged by Member's mobile carrier to Member nor for the cost of the internet connection used to access Member's email account to read email notifications.

Member understands and consents to receiving notice from Company and/or TPPs through (i) Member's Member Dashboard; and/or (ii) the email address Member provides. Electronic communications are presumed to be received by Member when sent by Company, whether they are actually received or not. Company and/or TPPs are not responsible for Member's inability to connect to the Internet, receive electronic communications, Company emails being redirected to Member's spam/junk mail folder, or access to Company's

website, nor for the cost of the internet connection used to access Member's Member Dashboard and/or email account. Any notice given hereunder shall be in writing and deemed to have been given when deposited in the US Mail or in a registered or certified pre-paid envelope or by Company publication, email to Member, public announcement, or posting on Company's website and binding herein by such notification.

Disputes

If any dispute relating to this Agreement, or the breach hereof, cannot be settled through a private negotiation conducted in good faith, the Parties agree to settle by an arbitration administered by the American Arbitration Association and such settlement shall be considered irrevocable and binding. Arbitration shall be conducted within the County of Los Angeles, State of California and the arbitrators shall apply the substantive laws of the State of California. Each Party to the arbitration shall pay its pro rata share of the expenses and fees of the arbitration together with other expenses incurred or approved by the arbitrators subject to reallocation and/or award of costs and fees upon conclusion of the controversy. The decision of the arbitrator(s) shall be final, conclusive and binding upon all Parties. The decision of the arbitrator(s) may be entered as a judgment and shall be enforceable by any court having jurisdiction over the Party against whom enforcement is sought. Arbitration shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to claims between Member and Company alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

EACH PARTY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

Entire Agreement and Assignment

This Agreement, along with the applicable Program Policies, constitutes the entire understanding between the Parties regarding Member's participation in the Network and is expressly intended to supersede any prior oral or written promises, representations, guarantees, or agreements related to Membership, including without limitation, any promises, representations, guarantees, or agreements related to Membership made by any party other than Company, and to deprive them of any further force and effect. Should any provision of this Agreement conflict with any applicable state law or be held null, void or otherwise ineffective or invalid by a court of competent jurisdiction, such provision shall be automatically restated to reflect the original intentions of Parties in accordance with state laws and the remaining terms of this Agreement will remain in full force and effect. Member understands and agrees that (i) Company may freely assign, sell or transfer any of its right or obligations aforementioned to any assignee, and (ii) Member shall not be authorized to assign, sell or transfer any of his/her rights or obligations without the prior express written authorization of Company. The headings in this Agreement are included for convenience only.

If Member has any questions about the cost, claims, or benefits of his/her Membership, Member may contact the Company directly at help@wesave.com or by calling **Customer Service at 877-457-2878**.