



Terms and Conditions for NCBP Total Loyalty & Rewards Solutions[®] Use

NCBP makes no warranty or representation that its program will meet Merchant's requirements for generating customer loyalty. NCBP makes no warranty or representation that its program will produce specific response rates or sales results.

I understand I (we) will receive copies of all sample materials for our records, in the Start-Up kit. Billing/Program Start Date will begin three weeks from the ship date of your Start-Up kit or when NCBP Total Loyalty & Rewards Solutions[®] receives the first transaction or profile, whichever occurs first. If you cancel your program prior to your Program Start Date, any applicable setup fees for services ordered will be charged per location. TERMS AND CONDITIONS STATEMENT: By agreeing to these terms, I authorize North Country Business Products (NCBP, Inc.) to bill my credit card or debit my checking/savings account listed, every month my account ranges from \$0.01 to \$10,000.00, for all services received during the previous month and the next month's database fee. If amount due exceeds this range, NCBP will notify me prior to billing. I will be subject to a \$20.00 late payment fee if my bill is over 25 days past due. If my account is placed on hold, a \$50.00 reactivation fee will be added to my bill upon reactivation of my account. Billing will occur on the 1st of every month unless otherwise agreed. If annual pre-payment has been selected, billing will occur annually with automatic renewal and we will attempt to debit the billing account you have provided us. I agree to notify NCBP if I cancel the credit card or checking/savings account on file and provide new/updated information for billing purposes. I understand that NCBP will invoice all charges per this Terms and Conditions agreement. I understand that you may communicate important information to me about my program and my membership via mail, phone, fax, SMS, IM or e-mail. CLIENT is responsible for any damage to the equipment outside of normal day-to-day wear and tear. CLIENT is responsible for any personal injury resulting from the misuse of the equipment. If I cancel the Total Loyalty & Rewards Solutions[®] program and do not return the data collection tablet(s) to NCBP, a charge per each tablet in my possession will be collected via credit card or checking/savings account debit. I agree that all payments will be made in USD (US dollars). Both parties agree that all information exchanged must be regarded as confidential and proprietary. All customer lists generated from the operation of your program shall remain the property of the CLIENT. NCBP will act as "custodian" for this information. NCBP will not sell or rent your customer information without your express permission for any reason other than to assist you with communicating with your customers. You must be completely satisfied with our loyalty solution or we'll arrange to have all equipment and materials returned to us at any time during the first sixty (60) days from when we ship your kit. In addition, we will refund double your entire paid monthly database management fee(s) if you have signed up 100 or more loyalty members during the first sixty (60) days from when we ship your kit. If you have selected annual pre-payment and are not completely satisfied, we will refund 80% of your pre-payment amount if you notify NCBP before your account becomes Active; once Active, no refund will be given. All pricing, unless otherwise noted, is subject to change with thirty (30) days written notice. We reserve the right if a merchant with an online sales presence exceeds 10,000 members to increase their database fee based on the number of loyalty members. We reserve the right to adjust your database fee if your sent emails exceed 50,000 per month per location. Additional equipment and materials may be ordered for a fee at any time. The term of this Agreement shall begin three weeks after we ship your startup kit or upon receipt of your first transaction or profile record, whichever occurs first, and shall continue until we receive cancellation notification from the Merchant. Either party may cancel this Agreement by providing forty-five (45) days written notice to the other after the initial ninety days (90 days). All notices required or permitted in this Agreement shall be in writing and sent to CLIENT and NCBP at the addresses stated in this Agreement or to the

addresses as either party may from time to time advise in writing. This Agreement, together with any attachments hereto, represents the only Agreement between the parties concerning the subject matter hereof and supersedes all prior representations, understandings, and agreements, whether written or oral, and may not be altered, amended, or modified, except by formal agreement in writing from both parties. No modification or amendment of this agreement shall be effective unless in writing, agreed upon, and signed by both parties. Fees may apply for online ordering customers using your own credit card gateway.

Warranty, Disclaimer, Assumption of Risk, Quotes, Prices, Art/Proofing, Colors, Shipping, Inspection by Customer, Returns, Rush Orders, Over Runs, Order Changes, Cancellations and Indemnification of Software and Services for NCBP Total Loyalty and Rewards Solutions, (NCBP, Inc.)

DEFINITION: The term "person" as used in this section includes not only a natural person but any entity, (including natural persons), who holds a copyright in, or published, developed, designed, modified, distributed, redistributed, or in any way contributed to this software or marketing program.

NO WARRANTIES: To the extent permitted by applicable law, neither NCBP, Inc., nor any person, either expressly or implicitly, warrants any aspect of this software or marketing program, including any output or results of this software or marketing program. Direct Mail comes with risk. NCBP, Inc. does not guarantee results from a direct mail campaign. You, the Customer, acknowledges that NCBP's Marketing's responsibility is limited to preparing mail pieces and completing delivery to the United States Postal Service®. Customer acknowledges that NCBP, Inc. shall not be liable for USPS performance failures or delivery delays. Unless agreed to in writing, this software and marketing program is being provided "As Is", without any warranty of any type or nature, either express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, and any warranty that this software or program is free from defects.

QUOTES: Quotes are valid for thirty (30) days. If the purchase order deviates from the quote, NCBP reserves the right to review and modify the quote. Modifications include, but are not limited to, artwork, quantities, stock, size, and finishing and fulfillment requirements.

PRICES: Shipping costs, packaging, and any applicable sales taxes are in addition to quoted prices (they can be estimated in the quoting process). If a job is tax exempt, a tax exempt certificate must be on file with NCBP or submitted with the purchase order.

ART/PROOFING: Artwork specifications will be provided with your quote. Customer supplied artwork must meet specific artwork requirements. NCBP offers graphic design services for an additional fee. First proofs generated at no charge. Changes and modifications will be charged at an hourly rate of \$65 unless otherwise stated. Signing the proof without any changes indicated implies the customer's final approval. By approving the proof, the customer warrants that the content of the printed product is lawful and does not violate any copyright or trademark laws that the customer has the authority to use in the printed content. NCBP is not liable for any printed or graphic content.

COLORS: Although customer proof is a good depiction of color, it is not an exact match. All colors will be matched as closely as possible. Certain ink colors can vary after some production processes; therefore, exact PMS color matches cannot be guaranteed.

SHIPPING: Unless specific instructions are communicated to NCBP prior to shipment, standard ground shipment will apply. NCBP will not be held responsible for any damage suffered in transit. The customer should file a claim with the shipping company for any losses or damage. Please allow 3 - 5 business days for delivery.

INSPECTION BY CUSTOMER: Customers are responsible for inspecting all products upon receipt. Any issues regarding defects, shortages, and/or nonconformity of print and data should be reported to NCBP within 10 calendar days of receipt. NCBP is not responsible for encoding errors.

RETURNS: Custom gift cards, custom loyalty cards and POP materials are not returnable.

RUSH ORDERS: Any orders required to ship outside NCBP's regular production schedule or standard shipping procedures must be pre-approved by our manufacturer. Additional charges may apply.

OVER/UNDER RUNS: For all custom orders it is understood that over/under runs not exceeding 10%, will be billed to customer on a pro-rata basis.

ORDER CHANGES: Any orders requiring changes must be in writing and are subject to NCBP's approval. Additional charges may apply.

CANCELLATIONS: Cancellations are subject to charges for labor and material costs for work completed prior to the cancellation date.

FORCE MAJEURE: NCBP shall not be held responsible for any act, failure, event, or circumstance addressed herein if such act, failure, event, or circumstance is caused by conditions beyond NCBP's reasonable control.

ENTIRE AGREEMENT: The terms and conditions set forth here constitute the entire agreement between the NCBP and the customer. No amendments of these terms and conditions shall be valid unless approved by NCBP in writing.

ASSUMPTION OF RISK: The risk of any and all loss, damage, or unsatisfactory performance of this software or marketing program rests with you as the user. To the extent permitted by law, neither NCBP, Inc., nor any person either expressly or implicitly, makes any representation or warranty regarding the appropriateness of the use, output, or results of the use of this software or marketing program in terms of its correctness, accuracy, reliability, being current or otherwise. Nor do they have any obligation to correct errors, make changes, support this software or program, distribute updates, or provide notification of any error or defect, known or unknown. If you rely upon this software or marketing program, you do so at your own risk, and you assume the responsibility for the results. Should this software or marketing program prove defective, you assume the cost of all losses, including, but not limited to, any necessary servicing, repair or correction of any property involved.

DISCLAIMER: In no event, unless required by applicable law or agreed to in writing, shall NCBP, Inc., or any person be liable for any loss, expense or damage, of any type or nature arising out of the use of, or inability to use this software or marketing program, including, but not limited to, claims, suits or causes of action involving alleged infringement of copyrights, patents, trademarks, trade secrets, or unfair competition.

INDEMNIFICATION: To the extent permitted by law through your usage, you, the user, agree to indemnify and hold harmless NCBP, Inc., its officials and employees, and any person from and against all claims, liabilities, losses, causes of action, damages, judgments, and expenses, including the reasonable cost of attorneys' fees and court costs, for injuries or damages to the person or property of third parties, including, without limitations, consequential damages and economic losses, that arise out of or in connection with your use, modification, or distribution of this software or program, its output, or any accompanying documentation.