

# Website Terms of Use

This website (the “Site”) is operated by ZEN Rewards Unlimited, LLC d/b/a Zen Rewards (referred to herein as “Zen Rewards”, “we”, “us” and “our”). Your use of the Site is subject to the following terms and conditions (the “Terms of Use”). These Terms of Use also incorporate our Privacy Policy as if set forth at length herein. The Privacy Policy is located at <https://myzenrewards.com/privacy-policy>.

Zen Rewards is a dba of Zen Rewards Unlimited, LLC, a company registered at 702 West Interstate 2, Suite G, Pharr, Texas which provides an online platform at [www.myzenrewards.com](http://www.myzenrewards.com) for its cashback rewards program that enables its Members (both Associates/Customers) to receive rewards by purchasing goods, services, etc. from Affiliate Merchants through our platform.

**NOTE: These Terms of Use contain a Dispute Resolution, Binding Arbitration, and Class Action Waiver agreement at paragraph 27 that affects how claims you may have against Zen Rewards, or claims Zen Rewards may have against you, will be resolved. The parties understand and agree that the Dispute Resolution, Binding Arbitration, and Class Action Waiver agreement in paragraph 27 operates as a separate and distinct agreement that is severable from the remainder of these Terms of Use and is enforceable regardless of the enforceability of any other provision of these Terms of Use or the Terms of Use as a whole. Consideration for the Dispute Resolution, Binding Arbitration, and Class Action Waiver agreement includes, without limitation, the parties’ mutual agreement to arbitrate claims.**

1. **Consent: PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE. BY USING THIS SITE, YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, DO NOT USE THIS SITE.** You acknowledge that these Terms of Use are supported by reasonable and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Without limiting the generality of the foregoing, you acknowledge that such consideration includes your use of the Site and receipt of data, materials and information available at or through the Site, the possibility of our use or display of your Submissions (as defined in Section 15 below) and the possibility of the publicity and promotion from our use or display of your Submissions.

ZEN REWARDS’ SERVICES ARE NOT INTENDED FOR ANYONE UNDER THE AGE OF 13. IF YOU ARE 13 TO 17 YEARS OF AGE, YOU MAY ONLY ACCESS AND/OR USE ZEN REWARDS SERVICES WITH THE INVOLVEMENT AND APPROVAL OF YOUR PARENT OR GUARDIAN.

2. **Additional Terms:** Note that special terms apply to some services offered on the Site, such as subscription-based services, Affiliated Merchants’ product purchases, rules for contests or sweepstakes or other features or activities. These terms are posted in connection with the applicable service. Any such terms are in addition to these Terms of Use and, in the event of a conflict, prevail over these Terms of Use.
3. **Modification:** We reserve the right to modify or otherwise update these Terms of Use at any time and you agree to be bound by such modifications, updates and revisions. You should visit this page from time to time to review the current terms. We may change the Site or delete Content (as defined in Section 10 below) or features of this Site at any time, in any way, for any or no reason at our discretion. ***This provision does NOT apply to the Dispute Resolution, Individual Arbitration Agreement, and Class Action Waiver at Section 27, which can only be amended via mutual consent.***
4. **The Zen Rewards Cash Back Program:** Zen Rewards Cash Back program allows Zen Rewards

members to receive Cash Back on all their eligible purchases made through its Platform. Affiliated Merchants will be identified on the website along with the percentage Cash Back amount participants will receive. Getting started is simple, just set up a Zen Rewards account, log into your account, link to your favorite Merchant(s), and start shopping. Utilizing a Zen Rewards account allows users to view Cash Back earned from their qualified purchases.

Zen Rewards is not responsible or liable for Program changes or removal of an Affiliated Merchant, an Affiliated Merchants' decision to withdraw from the Program and the impact this has on an accrued Cash Back balance. Zen Rewards is not responsible or liable for Program changes or removal of coupon codes and/or discounts and the impact this has on an accrued Cash Back balance.

The Zen Rewards Program and Applications are provided to Associates and Customers "as is" and with no warranty. Zen Rewards may terminate the Program and Applications at any time with or without notice or reason. To the maximum extent permitted by law, Zen Rewards disclaims all representations and warranties, express or implied, in regards to the Program and Applications.

The Zen Rewards Program and Applications are provided with no guarantee regarding the quality or accuracy of advertisements for products provided by Affiliated Merchants. Zen Rewards does not guarantee that while using Zen Rewards and its Program and Applications, the site will be free of errors or interruptions. Also, Zen Rewards assumes no liability or responsibility for any damages due to site errors, interruptions or inability to access Zen Rewards Programs and Applications.

Participation in Zen Rewards' platform and the opportunity to earn cashback are offered at the sole discretion of Zen Rewards and is subject to compliance with terms and conditions of the Zen Rewards Cash Back program.

5. **The Zen Rewards Online Cash Back Program:** In order to earn cash back online, you must register for an account, be signed into Zen Rewards, use the shopping links within and complete your purchase transactions during the same shopping session you started after clicking on the shopping link. If you visit other sites before completing your purchase or use coupons not provided by Zen Rewards, your purchase might be associated with a service or company other than Zen Rewards and you may not earn cashback on your purchase. If you disable (cookies) on your computer so that the cookies are not operational when you complete your purchase transaction, you will not be able to earn cashback because cookies are used to authenticate the user and verify whose Member Account is eligible for cashback. A product purchased from any Affiliate Merchant, whether online or in-store, is governed by and subject to the applicable Affiliate Merchant's policies, including applicable exchange, return and shipping policies. You agree that we are not agents of any Affiliate Merchant and that the Affiliate Merchants operate independently and are not under our control. Furthermore, your participation in offers or promotions of, or correspondence with, any Affiliate Merchant is solely between you and that Affiliate Merchant. We do not assume any liability, obligation or responsibility for any part of such correspondence, offer or promotion, including, without limitation, the withdrawal or modification of any such offer or promotion. Zen Rewards is not responsible for changes to, or discontinuance of, any Affiliate Merchant or any Affiliate Merchant's withdrawal from our platform, or for any effect on accrual of cashback caused by such changes, discontinuance or withdrawal.
6. **Conditions to Use the Site:** Your permission to use the Site is conditioned upon your agreement that you:
  - will comply with these Terms of Use;
  - are at least 13 years of age;

- will not copy or distribute any part of the Site in any manner without our prior written consent;
- will not use the Site for any commercial purposes other than the specific commercial activities contained on the Site and will not use it to obtain data or personal information about any other users or to solicit other users or advertisers;
- are solely responsible for any content provided by you on the Site, including but not limited to any discussion posts, profile information, links and pictures including the ownership of any licenses or rights necessary to use the work of others and will not submit any copyrighted materials or work subject to other's proprietary rights;
- agree we have the right to remove any and/or all of your content and terminate your account with or without prior notice.

7. **Prohibited Conduct.** By using the Site, you agree not to:

- conduct or promote illegal activities;
- attempt to reverse engineer or otherwise attempt to derive the source code of the software (including tools, methods, processes, and infrastructure);
- engage in the automated use of the system, such as the use of data mining robots, or any manual process to harvest information from the Site;
- attempt to gain access to secured portions of the Site;
- hack into the accounts/profiles of other Users;
- infringe upon the copyright of us or third parties whose content is hosted on the Site;
- harass other Users of the Site;
- violate the rights of other Users of the Site;
- sell or otherwise transfer your account/profile without our express permission;
- use the Site to generate unsolicited email advertisements or spam;
- use our services as part of any effort to compete with us;
- interfere in any way with the proper functioning of the Site.

8. **Opt-In Subscription Cancellations:**

- **Zen Rewards Cashback Program.** If you enroll as a Zen Rewards customer in the Zen Rewards Cashback Program, your membership will remain in effect until you cancel it. There are no Membership or subscription fees for this program. As a result, there are no refunds if you cancel. You may cancel your Zen Rewards Membership by a) submitting a cancellation request to us at <http://www.myzenrewards.com/cancel>, b) sending an email to us at [info@myzenrewards.com](mailto:info@myzenrewards.com) (be sure to include your full name, user name, and Customer ID), or c) by calling us at (956) 444-4936.
- **Zen Rewards Associate Program.** If you enroll as a Zen Rewards Associate to participate in the Zen Rewards opportunity, you may cancel at any time by a) submitting a cancellation request to us at <http://www.myzenrewards.com/cancel>, b) submitting a cancellation request via your Zen Rewards Back-Office, or c) by calling us at (956) 444-4936. Your cancellation will be effective as of the last day of the current billing cycle. As such, there are no refunds of the monthly Associate fee.

9. **Refunds:** There are no refunds of Associate fees paid by Associates to Zen Rewards upon cancellation of the Associate Agreement. Cancellations of the Associate Agreement shall be effective as of the last day of billing cycle in which the refund request is submitted. Zen Rewards customers pay no fees or payments to Zen Rewards. As such, there are no refunds. If a Zen Rewards customer purchases a product or service from an Affiliated Merchant via the Platform, product and service returns, as well as refunds for returned products or services are subject to the policies of the Affiliated Merchant. No refunds for cancelled or returned products or services acquired from Affiliated Merchants will be issued or processed by Zen Rewards. Contact the Affiliated Merchant for information regarding their

refund policies, if any.

**10. Intellectual Property:**

- All information, materials, functions and other content (including Submissions as defined in Section 15 below) provided on this Site (collectively "Content"), such as text, graphics, images, etc., is our property or the property of our licensors and is protected by US and international copyright laws. The collection, arrangement and assembly of all content on this Site is our exclusive property and is protected by US and international copyright laws. Except as stated herein or as otherwise provided in an express authorization from us, no material from the Site may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way. Any unauthorized use of any material contained on this Site is strictly prohibited. Zen Rewards will pursue any and all legal remedies for such infringement or misappropriation.
- We, or people from whom we obtained a license, retain ownership of all intellectual property rights of any kind associated with the Site, including all applicable trademarks, copyrights and other proprietary rights such as trade secrets. Through the use of this Site pursuant to these Terms of Use, you have a limited right to use the Site, but in no way are we granting any license to you under any of those intellectual property rights. We reserve all rights that are not expressly granted to you in these Terms of Use. You may print pages from the Website for your personal, noncommercial use.
- We retain, to the maximum extent possible, all ownership, without limitation, of all the text, software, scripts, graphics, photos, sounds, interactive features and the trademarks, service marks and logos contained therein ("Marks") unless they are marks used by licensors who have provided them to us for use on this Site. The Marks are owned or licensed to us, subject to copyright and other intellectual property rights under the law of the United States of America, the law of the jurisdiction where you reside, and international conventions. All content on the Site provided by us is provided to you "AS IS" for your information and personal use only and may not be used, copied, reproduced, modified, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. We reserve all rights not expressly granted in and to the Site.

**11. Trademarks:** Unless otherwise noted, the trademarks, service marks, trade dress, trade names, and logos (collectively "Trademarks") used and displayed on this Site are our registered and unregistered Trademarks and the Trademarks of our licensors. Nothing on this Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark displayed on the Site. Our Trademarks and those of our licensors may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits us.

**12. Use of Site and Content:** We grant you a limited license to access and make personal use of the Site and the Content, subject to these Terms of Use. Neither this Site nor any portion of this Site or any Content may be reproduced, duplicated, copied, sold, resold or otherwise exploited for any commercial purpose that is not expressly permitted by us in writing, except that where the Site is configured to enable the download of particular Content, you may download one copy of such Content to a single computer for your personal, noncommercial home use only, provided that you: (a) keep intact all copyright and other proprietary notices, (b) make no modifications to the Content, and (c) do not use the Content in a manner that suggests an association with any of our Merchants' products, services, or brands. We reserve the right to refuse services, and/or cancel purchases at our discretion if we believe that user conduct violates applicable laws or is harmful to our interests.

In the event that we offer downloads of software from this Site and you download such software, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively the “Software”) are licensed to you by us or third-party licensors for your personal, noncommercial home use only. We do not transfer title to the Software to you. You may not distribute or otherwise exploit the Software or decompile, reverse engineer, disassemble or otherwise reduce the Software to a human-readable form.

13. **Linking:** Links to third party websites may be provided on this Site. If so, they are provided solely as a convenience to you. If you use such links, you will leave this Site. We have not reviewed all such third-party sites (if any) and do not control and are not responsible for any of these websites and their content. We do not endorse or make any representations about such websites or any information or materials found there, or any results that may be obtained from using them. If you access any third-party websites linked from this Site, you do so at your own risk.

No hyperlinks to this Site are permitted without our prior written consent. If you would like to link to this Site from your website, please submit your request to [info@myzenrewards.com](mailto:info@myzenrewards.com). Unless you receive our express written consent, your request to link to this Site shall be deemed denied. Unless otherwise permitted in writing signed by an authorized representative of Zen Rewards, a website that links to this Site:

- Shall not imply, either directly or indirectly, that Zen Rewards is endorsing its products or services;
- Shall not use any of our Trademarks or the Trademarks of our licensors;
- Shall not contain content or material that could be construed as offensive, controversial or distasteful and should only contain content that is appropriate for all age groups;
- Shall not disparage us, our services, or our Merchants’ products in any way or otherwise negatively affect or harm our reputation and goodwill;
- Shall not present false or misleading information about us or the Zen Rewards opportunity;
- Shall not misrepresent any relationship with us;
- Shall not replicate in any manner any content in the Site; and
- Shall not create a browser or border environment around Site material.

14. **Claim of Copyright Infringement:** We respect the intellectual property rights of others. If you believe that your copyrighted property has been copied in any way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide our legal department at [info@myzenrewards.com](mailto:info@myzenrewards.com) with the information specified below. Please note that this procedure is exclusively for notifying us that your copyrighted material has been infringed. To be effective, the notification must be a written communication that includes the following:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed, or if multiple copyrighted works are covered by a single notification, a list of such works;
- The exact URL or description reasonably sufficient to permit us to locate where the alleged infringing material is located on the Site;
- Your name, address, telephone number and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or by the law; and
- A statement by you, made under penalty of perjury, that the above information is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our legal department for notice of claims of copyright infringement on this Site can be reached at [info@myzenrewards.com](mailto:info@myzenrewards.com).

15. **Submissions:** For purposes of these Terms of Use, the word “Submissions” means text, messages, ideas, concepts, suggestions, artwork, photographs, drawings, videos, audiovisual works, your and/or other persons’ names, likenesses, voices, usernames, profiles, actions, appearances, performances and/or other biographical information or material, and/or other similar materials that you submit, post, upload, embed, display, communicate or otherwise distribute on or through this Site.

We are always pleased to receive your comments, suggestions, and Submissions regarding this Site, our services, our Merchants’ products and services, and our opportunity. If you transmit to us, post, or upload any Submissions to or through this Site, you grant us and our affiliates a non-exclusive, royalty-free, perpetual and irrevocable right to use, reproduce, modify, adapt, publish, translate, distribute and incorporate such Submissions and the names identified on the Submissions throughout the world in any media for any and all commercial and non-commercial purposes.

By communicating a Submission to us, you represent and warrant that the Submission and your communication thereof conform to the Rules of Conduct set forth in Section 18 below and all other requirements of these Terms of Use and that you own or have the necessary rights, licenses, consents and permissions, without the need for any permission from or payment to any other person or entity, to exploit, and to authorize us to exploit, such Submission in all manners contemplated by these Terms of Use. You agree that you shall not post or transmit to or from this Site any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic or profane material, or any other material that could give rise to any civil or criminal liability under the law. See Section 18 below.

16. **Accounts:** Some services on this Site permit or require you to create an account to participate in or to secure additional benefits. You agree to provide, maintain and update true, accurate, current and complete information about yourself as prompted by our registration processes. You shall not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person’s username, password or other account information, or another person’s name, likeness, voice, image or photograph. You also agree to promptly notify us of any unauthorized use of your username, password, other account information, or any other breach of security that you become aware of involving or relating to this Site.

If you have such an account, you agree that we may suspend or terminate your account and your ability to use the Site or any portion thereof for failure to comply with these Terms of Use or any special items related to a particular service, for infringing copyright, or for any other reason whatsoever.

17. **Public Forums and Communication:** “Public Forum” means an area or feature offered as part of this Site that offers the opportunity for users to distribute Submissions for viewing by one or more Site users, including, but not limited to, a chat area, message board, instant messaging, mobile messaging, social community environment, profile page, conversation page, blog, or e-mail function.

You acknowledge that Public Forums and features offered therein are for public and not private communications, and you have no expectation of privacy regarding any Submission to a Public Forum. We cannot guarantee the security of any information you disclose through any of these media; you make such disclosures at your own risk.

You are and shall remain solely responsible for the Submissions you distribute on or through the Site

under your username or otherwise by you in any Public Forum and for the consequences of submitting and posting the same. We have no duty to monitor any Public Forum.

You should be skeptical about information provided by others, and you acknowledge that the use of any Submission posted in any Public Forum is at your own risk. We are not responsible for, and we do not endorse, the opinions, advice or recommendations posted or sent by users in any Public Forum, and we specifically disclaim any and all liability in connection therewith.

We owe you no obligation, and therefore may refuse to post, deliver, remove, modify or otherwise use or take any action with respect to any Submissions that you make to the Site.

**18. Rules of Conduct:** The following Rules of Conduct apply to the Site. By using the Site, you agree that you will not upload, post, or otherwise distribute to the Site any Submission that:

- (a) is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; (b) is bigoted, hateful, or racially or otherwise offensive; (c) is violent, vulgar, obscene, pornographic, or otherwise sexually explicit; or (d) otherwise harms or can reasonably be expected to harm any person or entity;
- is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including a Submission that is, or represents an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, drug dealing and/or drug use, harassment, theft, or conspiracy to commit any criminal activity;
- infringes or violates any right of a third party including: (a) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (b) right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity; or (c) any confidentiality obligation;
- is commercial, business related or advertises or offers to sell any products services or otherwise (whether or not for profit), or solicits others (including solicitations for contributions or donations);
- contains a virus or other harmful component, or otherwise tampers with, impairs or damages the Site or any connected network, or otherwise interferes with any person or entity's use or enjoyment of the Site; or
- (a) does not generally pertain to the designated topic or theme of the relevant Public Forum; (b) violates any specific restrictions applicable to a Public Forum, including its age restrictions and procedures; or (c) is antisocial, disruptive, or destructive, including "flaming", "spamming", "flooding", "trolling", and "griefing", as those terms are commonly understood and used on the Internet.

We cannot and do not assure that other users are or will be complying with the foregoing Rules of Conduct or any other provisions of these Terms of Use, and, as between you and us, you hereby assume all risk of harm or injury resulting from any such lack of compliance.

**19. Removal of Submissions:** We reserve the right, but disclaim any obligation or responsibility, to (a) refuse to post or communicate or remove any Submission from the Site that violates these Terms of Use and (b) identify any user to third parties, and/or disclose to third parties any Submission or personally identifiable information when we believe in good faith that such identification or disclosure will either (i) facilitate compliance with laws, including, for example, compliance with a court order or subpoena, or (ii) help to enforce these Terms of Use and/or protect the safety or security of any person or property, including the Site. Moreover, we retain all rights to remove Submissions at any time for any reason or no reason whatsoever.

20. **International:** The Site is intended for viewing and use in the United States. If this Site is viewed internationally, you are responsible for compliance with applicable local laws. We do not currently provide a Platform for our Merchants' products or services outside the United States.
21. **Privacy:** Zen Rewards respects your privacy and the privacy of other visitors to the Site. To learn about our privacy practices and policies, please see our Privacy Policy at <https://myzenrewards.com/privacy-policy>.
22. **Children:** Zen Rewards is committed to the safety of our children. Persons under the age of 18 may not enroll as Zen Rewards Associates or register as customers. Children under the age of 13 may not purchase products through any of our Websites. Zen Rewards does not solicit or knowingly collect personally identifiable information from children under the age of 13. If we obtain actual knowledge that we have collected personally identifiable information from a child under the age of 13, we will immediately delete such information from our database. Because Zen Rewards does not collect personally identifiable information from children under the age of 13, Zen Rewards has no such information to use or disclose to third parties.
23. **General Maintenance:** We may make the Site unavailable for periods of time for general maintenance. The length of such unavailability will be kept to a minimum, but we offer no guaranty as to the length of time the Site may be unavailable. We are not liable for any issue that may arise from such unavailability.
24. **Termination:** We reserve the right to alter or discontinue the Site or any of the Merchants' products or services provided herein at any time without prior notice. We also reserve the right to terminate these Terms of Use at our election and for any reason, without prior notice. The agreement between us and you will automatically terminate if, in our sole discretion, you violate any of These Terms of Use. Termination will result in the immediate cessation of access to the Site. The Disclaimers of Warranty and Limitation of Liability, and Indemnity sections shall survive the termination of the agreement between you and us.
25. **Disclaimer of Warranties:** Except as otherwise explicitly set forth herein, we provide the Site and the Merchants' related goods and services "as is", "where is", and "as available". Except as explicitly provided herein, we make no express and/or implied warranties or guarantees about the Site or the Merchants' goods and services described thereon. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND OUR OFFICERS, DIRECTORS, AGENTS, VENDORS, AND THE MERCHANTS WHO ADVERTISE WITH US DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES THAT THE SITE AND SERVICES ARE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, TIMELY OR FIT FOR A PARTICULAR PURPOSE OR NEED. WE IN NO WAY GUARANTEE THAT WE WILL MEET YOUR REQUIREMENTS, IS ERROR-FREE, ACCURATE, RELIABLE, WITHOUT INTERRUPTION OR AVAILABLE AT ALL TIMES. WE MAKE NO GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE SITE AT TIMES OR LOCATIONS OF YOUR CHOOSING. WE DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (A) ANY ENDORSEMENT OF OR LIABILITY FOR CONTENT AND HYPERLINKS; (B) INACCURACY, INCOMPLETENESS OR TIMELINESS OF THE SERVICES; (C) THE TRANSMISSION OF VIRUSES OR THE OCCURRENCE OF DATA CORRUPTION; AND (D) DAMAGES AS A RESULT OF THE TRANSMISSION, USE OR INABILITY TO USE THE SERVICES, INCLUDING THE UNAVAILABILITY OF THE SERVICES, OR CIRCUMSTANCES OVER WHICH THE ORGANIZATION HAS NO CONTROL.
26. **Limitation of Liabilities:** WE, OUR AFFILIATES, OFFICERS, DIRECTORS, AGENTS, VENDORS, AND MERCHANTS WHO ADVERTISE HERE, SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL,



CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF, INABILITY TO USE, OR RELIANCE UPON THE SITE IN ANY WAY. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, DAMAGE TO ANY OTHER EQUIPMENT, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY JURISDICTION DOES NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTION, OUR LIABILITY, AND THE LIABILITY OF OUR AFFILIATES, OFFICERS, DIRECTORS, AGENTS, VENDORS, AND MERCHANTS WHO ADVERTISE HERE, SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OF THE ABOVE DISPUTES OR CLAIMS WITH US IS TO CEASE USE OF THE SITE. NOTHING IN THESE TERMS OF USE SHALL BE DEEMED TO EXCLUDE OR LIMIT YOUR LIABILITY IN RESPECT OF ANY INDEMNITY GIVEN BY YOU UNDER THESE TERMS OF USE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

In connection with the foregoing release, you hereby waive California Civil Code Section 1542 (and any similar provision in any other jurisdiction) which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

**27. Dispute Resolution, Binding Arbitration Agreement, and Class Action Waiver:** While we certainly hope that we never have a dispute with a visitor to the Site, if the unfortunate circumstance arises that we have a dispute that arises from or relates to any of our Merchants' products or services, the Site, or this Privacy Policy, you agree that we will first seek to resolve the dispute informally. You will notify us of the dispute within 90 days from which you first learn of the dispute by submitting an email to [info@myzenrewards.com](mailto:info@myzenrewards.com) (a "Dispute Notice"). Your email must include a detailed description of all facts which you claim support your claim and a statement indicating what you believe is a fair resolution to your dispute. If we do not successfully resolve the dispute informally within 60 days from the date on which you submit your notice, **you agree that subject to the exceptions listed below, all disputes (including questions whether a dispute is subject to arbitration) will be resolved through confidential binding arbitration. You also agree to waive all rights to pursue class action lawsuits, class-wide arbitrations, and any other proceeding in which someone acts in a representative capacity against Zen Rewards. You further waive all rights to combine proceedings with the claim(s) of any other individual or entity.**

All arbitration proceedings will be held in Hidalgo County, State of Texas or, if the value of the relief sought is \$10,000 or less, the arbitration shall be conducted based solely on written submissions, unless either party requests an in-person, telephonic, or videoconference hearing or the arbitrator decides that a hearing is necessary. In cases where an in-person hearing is held, either party may attend by telephone or video conference unless the arbitrator requires otherwise. The Arbitration shall be administered by the American Arbitration Association, pursuant to its Consumer Arbitration Rules, available at <https://www.adr.org/consumer>. Arbitration shall be governed by the Federal Arbitration Act and the law of the State of Texas. The parties shall each be responsible for paying their respective filing fees and shall split the arbitrator's fees equally.

Disputes not subject to this arbitration provision are:

- Any action you bring if you have properly opted-out of arbitration. You may opt-out of the Arbitration provision by sending an opt-out notice to [info@myzenrewards.com](mailto:info@myzenrewards.com). You must submit your opt-out notice within five days from the date of your first visit to the Site.
- If your claim is within the jurisdictional limits of the small claims court in which you reside,

- you may pursue an action in your local small claims court.
- If you are a Zen Rewards independent Associate and you combine a claim that is covered by this Arbitration and Class Action Waiver with a claim to which the Zen Rewards arbitration and dispute resolution policy for Associate disputes applies under the Associate Agreement, the disputes will be combined and resolved according to the Dispute Resolution provisions contained in the Zen Rewards Associate Agreement.

To institute informal dispute process, submit a Dispute Notice to [info@myzenrewards.com](mailto:info@myzenrewards.com).

**28. Indemnity:** You agree to defend, indemnify and hold harmless us, our officers, directors, representatives, employees and agents and all of our parent companies, affiliates, related companies and their officers, directors, representatives, employees and agents from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable attorney's fees) arising from: (i) your violation of any term of these Terms of Use; or (ii) your violation of any third party right, including without limitation any copyright, property, privacy right, or any and all intangible or intellectual property rights.

**29. General Provisions:**

- We make no representations that the Content on the Site is appropriate or available for use in any particular location. Those who choose to access the Site do so on their own initiative and are responsible for compliance with all applicable laws including any applicable local laws.
- If any provision of these Terms of Use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.
- No waiver of any provision of these Terms of Use by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.
- YOU AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.
- There are no third-party beneficiaries of these Terms of Use. You may not assign these Terms of Use or your rights and obligations hereunder, in whole or in part, to any third party without our prior written consent, and any attempt by you to do so will be invalid. No one shall be deemed a third-party beneficiary to these Terms of Use.
- All software used on the Site or other Offerings is subject to U.S. export controls. No such software may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Burma, Democratic Republic of the Congo, Ivory Coast, Iraq, Libya, North Korea, Iran, Syria, Sudan, Venezuela or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using any such software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

**30. California Privacy Rights:** Residents of the State of California (under California Civil Code Section 1798.83) have the right to request and obtain from us once per calendar year information, if any, regarding their Personal Information that we have shared with third parties during the preceding year for such third parties' direct marketing purposes. The information will include (1) a list of the categories described in California Civil Code section 1798.83(e)(6) that were disclosed in during the preceding calendar year, if any, and (2) the names and addresses of all third parties with whom we shared any such personal information about you during the preceding calendar year (if the nature of

such a third party's business cannot reasonably be determined from the third party's name, a description of the nature of the third party's business or examples of products and services that the third party marketed). To make such a request, please email us at [info@myzenrewards.com](mailto:info@myzenrewards.com). You must include the name of this Site and "California Resident" as the subject line, and your full name, email address, and postal address in your message. Please note that any request under this paragraph will be limited to our use and disclosure of your personal information.

We further offer California residents the ability to tell us not to share their Personal Information with third parties for their direct marketing purposes. To make such a request, please email us at [info@myzenrewards.com](mailto:info@myzenrewards.com) and include "Do Not Share" in the subject line and your full name, email address, postal address, and, if applicable, your Associate or Customer ID Number in the email message.

31. **Contacting Us:** You may contact us regarding these Terms of Use or the Site by email at [info@myzenrewards.com](mailto:info@myzenrewards.com).

32. **Effective Date:** These Terms of Use are effective as of June 1, 2025, and shall remain in effect until modified and/or updated as provided in Section 3 above.