

AMAZING SAVINGS GIFT CARD TERMS & CONDITIONS

IMPORTANT - THESE AMAZING SAVINGS GIFT CARD TERMS & CONDITIONS (“TERMS & CONDITIONS”) GOVERNS THE USE OF THE GIFT CARD (“CARD”) AND IS AVAILABLE ON OUR WEBSITE AT amazingsavings.com/giftcards. These Terms & Conditions are between you and Simply Amazing LLC (“Amazing Savings,” “we” or “us”) and our successors, affiliates or assignees. By buying, loading, or using the Card, you agree to these terms.

TREAT THE GIFT CARD LIKE CASH. NEVER PROVIDE GIFT CARD ACCOUNT INFORMATION TO SOMEONE YOU DON’T KNOW – YOU MAY LOSE ITS VALUE WITH NO RECOURSE.

THESE TERMS & CONDITIONS REQUIRE ALL DISPUTES TO BE RESOLVED BY WAY OF BINDING INDIVIDUAL ARBITRATION. THE TERMS OF THE ARBITRATION PROVISION APPEAR AT THE END OF THESE TERMS & CONDITIONS.

You agree that we may provide notices, disclosures and amendments to these Terms & Conditions, and other information relating to the Card, by electronic means, including by posting such materials and information online at amazingsavings.com/giftcards.

About Your Card

We issue the Card to the buyer of the Card. We allow the buyer to load a dollar value onto the Card for use by the holder of the Card at participating Amazing Savings stores. The dollar value loaded onto the Card may only be used to purchase goods and services at participating stores. Unless otherwise required by law or permitted by these Terms & Conditions, the dollar value on the Card is nonrefundable and may not be redeemed for cash. The value on the Card is not insured by the Federal Deposit Insurance Corporation (“FDIC”), nor does it earn interest.

A list of store locations at which the Card may be used and the business days/hours of such stores are available at <https://amazingsavings.com/locations/>. Any references to “days” found in these Terms & Conditions are calendar days unless indicated otherwise.

Please read these Terms & Conditions carefully and keep it for future reference.

Loading Value on Your Card

In the United States, you can load value on a Card by visiting any participating store. There may be a delay from the time you pay the amount to be loaded onto your Card and those funds being available for use.

You may not have more than \$250 in value on any of your Cards at any time. The total value you may load onto all of your Cards, together with the value of any new Cards that you may purchase, may not exceed \$2,000 on any given day. There is a minimum amount that you may

load on any Card at any given time, and that amount is typically \$10. We may change any of these amounts at any time without notice to you.

Fees and Expiration of Card Balances

We do not charge any activation, service, dormancy or inactivity fees in connection with your Card. Your Card has no expiration date nor does the value on your Card ever expire.

Receipts and Transaction History

When you use your Card, we will provide a receipt. The receipt will indicate that the purchase was made using a Card and will provide the remaining balance of your Card. We will not send you statements of activity on your Card. Balances may be checked at amazingsavings.com/giftcards.

Billing Errors, Corrections

We will correct the balance of your Card 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 wish to dispute any Transaction or correction that has been applied to your Card, please call Customer Service at 201-529-3700. Assuming you provide sufficient details, we will review your claim and tell you what we find. We will correct any error promptly after we finish our review. If we do not find any error, we will explain what we found. We have no obligation to review or correct any billing error unless you provide us sufficient notice for us to review your claim within sixty (60) days of the date of the Transaction in question.

Fraud Associated with Your Card or Card Balance

We will not accept any Card, or will limit use of any Card or Card balance, if we reasonably believe that the use is unauthorized, fraudulent or otherwise unlawful, and we consider such action appropriate to limit our risk. If we discover any Card or Card balance was sourced or derived from fraud or other unlawful means, we may in our sole discretion, cancel all impacted Cards and retain all related Card balances without notice to you. We may use retained Card balances to help offset our liability to card companies, networks and issuers of lost or stolen credit and debit cards used to purchase or load Cards.

Liability for Unauthorized Transactions

You are responsible for maintaining the confidentiality and security of your Card information.

You should treat your Card like cash and not disclose your Card information to anyone. If your Card or Card information is lost or stolen, anyone who obtains possession of either may use your Card. You are responsible for all transactions on your Card, including unauthorized transactions.

Changes to These Terms & Conditions

We may amend these Terms & Conditions at any time. We will post the amended Terms & Conditions to our website at amazingsavings.com/giftcards, and for a period of thirty (30) days after we post the amended Terms & Conditions, we will also post a notice on our website stating that the terms of these Terms & Conditions have changed. As permitted by applicable law, any change, addition or deletion will become effective at the time we post the revised Terms & Conditions to our website. Unless we state otherwise, the change, addition, or deletion will apply to your future and existing Cards. You are deemed to accept the changes, additions or deletions if: (1) you do not notify us to the contrary in writing within 20 days of the date of our notice or such other time specified in the notice; or (2) you use any of your Cards after such notice period. If you notify us that you do not accept the changes, additions or deletions, we will cancel your Cards and refund any remaining balance to you.

Returns and Refunds

Merchandise purchased by a Card and returned will be subject to Amazing Savings' return policy. If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to the Card for such refunds and agree to the refund policy of Amazing Savings, unless applicable law requires otherwise.

Telephone Monitoring/Recording

From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

Cancellation of These Terms & Conditions

We may suspend or terminate these Terms & Conditions and revoke or limit any or all of the rights and privileges granted to you at any time without notice or liability. Termination may result from your fraudulent or unauthorized use of the Card including your failure to provide valid information. If we deem it appropriate to limit our losses, we will cancel any such Card and retain any balances associated with those Cards. If we terminate these Terms & Conditions without cause, we will refund or issue store credits equal to the balance on your cancelled Card(s), less any amounts that you may owe us.

We have put this Arbitration Agreement in question and answer form to make it easier to understand. However, this Arbitration Agreement is legally binding on you and on Amazing Savings.

Background and Scope.

<u>Question</u>	<u>Short Answer</u>	<u>Further Detail</u>
What is arbitration?	An alternative to a court case.	In arbitration, a neutral third party (a “ Neutral ”) resolves Claims in a hearing without a jury.

<u>Question</u>	<u>Short Answer</u>	<u>Further Detail</u>
Is it different from court and jury trials?	Yes.	The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can you opt out of this Arbitration Agreement?	Yes, within 60 days.	If you do not want this Arbitration Agreement to apply, you must send us a signed notice within 60 calendar days after the date you become subject to this Arbitration Agreement. You must send the notice in writing to 200 Performance Drive, Mahwah, NJ 07495 (or any subsequent address we provide to you) (the “ Notice Address ”), Attn. Legal Department. Provide your name, address and date. State that you “opt out” of the Arbitration Agreement.
What is this Arbitration Agreement about?	The parties' agreement to arbitrate Claims.	Unless prohibited by applicable law and unless you opt out, you and we agree that any party may elect to arbitrate or require arbitration of any " Claim " (as defined below). However, this Arbitration Agreement does not apply if you are a Covered Borrower as of the date you agree to this Arbitration Agreement.
Who does the Arbitration Agreement cover?	You, us, and certain related parties.	This Arbitration Agreement governs you and us. Solely as used in this Arbitration Agreement, the words “we,” “us” and “our” mean: (1) Simply Amazing LLC; (2) its parents, subsidiaries, affiliates, assignees and successors; (3) the employees, directors, officers, shareholders, members and representatives of the companies referenced in items (1) and (2); and (4) any person or company that is named in a Claim you pursue at the same time you pursue a related Claim against any company or person referenced in items (1)-(3).
What Claims does the Arbitration Agreement cover?	All Claims (except certain Claims about this Arbitration Agreement).	This Arbitration Agreement governs all “ Claims ” that would usually be decided in court and are between us and you. In this Arbitration Agreement, the word “ Claims ” has the broadest reasonable meaning. It includes contract and tort claims (including fraud and intentional tort claims) and claims under constitutions, statutes, ordinances, rules and regulations. It includes all claims even indirectly related to your Card, these Terms & Conditions, or our relationship with you. It includes claims related to any prior Cards or products. It includes claims related to extensions, renewals, refinancings or payment plans. It includes claims related to marketing, collections, privacy and customer information. It includes claims related to the validity in general of the Terms & Conditions. However, it does not include disputes about the validity, coverage or scope of this Arbitration Agreement or any part of this Arbitration Agreement. All such disputes are for a court and not the Neutral to decide.

Process. Arbitration Fees and Awards.

<u>Question</u>	<u>Short Answer</u>	<u>Further Detail</u>
<p>Who administers the arbitration? What rules apply?</p>	<p>Usually, the AAA administers arbitrations under its rules.</p>	<p>Arbitrations will be conducted under this Arbitration Agreement. Except for some group arbitrations (“Group Arbitrations”) of common issues of law or fact (“Common Issues”) conducted without an arbitration administrator, as described below, arbitrations will also be subject to the rules of the arbitration administrator in effect at the time the arbitration is commenced. However, arbitration rules that conflict with this Arbitration Agreement do not apply. The arbitration administrator (if any) will be either: (1) the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org; or (2) any other company picked by agreement of the parties. If both of the above options are unavailable, a court will pick the administrator (if any). No arbitration brought on a class basis may be administered or conducted without our consent by any administrator or Neutral that would permit class or representative arbitration under this Arbitration Agreement.</p> <p>The Neutral will be selected under the rules of the administrator (if any). However, the Neutral must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.</p> <p>We may waive any rights under this Arbitration Agreement, either on our own or at your request.</p>
<p>Can Claims be brought in court?</p>	<p>Sometimes.</p>	<p>Either party may bring a lawsuit if the other party does not demand arbitration. Also, either you or we may require that any individual Claim within the jurisdiction of a small claims court shall be resolved by such small claims court. However, either party may demand arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis.</p>
<p>Are you giving up any rights?</p>	<p>Yes.</p>	<p>For Claims subject to this Arbitration Agreement, you give up your right to:</p> <ol style="list-style-type: none"> 1. Have juries decide Claims. 2. Have courts, other than small-claims courts, decide Claims. 3. Serve as a private attorney general or in a representative capacity (provided that public injunction Claims may be litigated as provided under the caption “What happens if part of this Arbitration Agreement cannot be enforced?”). 4. Without our consent (and except for Group Arbitrations described below), join a Claim you have with a claim by other consumers. 5. Bring or be a class member in a class action or class arbitration.

<u>Question</u>	<u>Short Answer</u>	<u>Further Detail</u>
		We also agree to these limits.
Can you or another consumer start class arbitration?	No.	The Neutral is <u>not</u> allowed to handle any Claim on a class or representative basis. This Arbitration Agreement will be void if a court rules that the Neutral can decide a Claim on a class or representative basis and the court's ruling is not reversed on appeal.
What happens if part of this Arbitration Agreement cannot be enforced?	It depends.	<p>If any portion of this Arbitration Agreement cannot be enforced, the rest of this Arbitration Agreement will continue to apply, except that:</p> <p>(1) If a court rules that the Neutral can decide a Claim on a class or other representative basis and the court's ruling is not reversed on appeal, only this sentence will apply and the remainder of this Arbitration Agreement will be void; and</p> <p>(2) If you bring a Claim seeking public injunctive relief and a court determines that the restrictions in this Arbitration Agreement prohibiting the Neutral from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case, the parties agree to request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court.</p> <p>In no event will a Claim for class relief or public injunctive relief be arbitrated, either individually or in a Group Arbitration.</p>
In sum, what options do I have in order to assert Claims against you?	Subject to limited exceptions, most Claims are subject to arbitration.	All Claims subject to this Arbitration Agreement must be decided in: (1) an individual arbitration; (2) a Group Arbitration of Common Issues; (3) a lawsuit if (and only if) the defendant does not demand arbitration; (4) an individual action in small-claims court; or (5) a lawsuit that solely addresses a Claim for public injunctive relief, but only as provided under the caption "What happens if part of this Arbitration Agreement cannot be enforced?"

<u>Question</u>	<u>Short Answer</u>	<u>Further Detail</u>
What law applies?	The Federal Arbitration Act (“FAA”).	The Card, the Terms & Conditions and this Arbitration Agreement involve interstate commerce. Thus, the FAA governs this Arbitration Agreement. The Neutral must apply substantive law and comply with the FAA. The Neutral must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings.
Will anything I do make this Arbitration Agreement ineffective?	No.	This Arbitration Agreement stays in force even if you or we cancel the Terms & Conditions or your purchase of the Card.
What must a party do before starting a lawsuit or arbitration?	Send a written Claim Notice and work to resolve the Claim.	Before starting a lawsuit or arbitration, the complaining party (the “ Claimant ”) must give the other party (the “ Respondent ”) written notice of the Claim (a “ Claim Notice ”). The Claim Notice must explain in reasonable detail the nature of the Claim, any supporting facts and the requested relief. If you are the Claimant, you must send the Claim Notice in writing (and not electronically) to the Respondent, at the Notice Address, Attn. Legal Department. You or an attorney you have personally hired must sign the Claim Notice and must provide your full name and a phone number where you (or your attorney) can be reached. A collections letter from us to you will serve as a Claim Notice. Once a Claim Notice is sent, the Claimant must give the Respondent a reasonable opportunity over the next 30 days to resolve the Claim on an individual basis.
How does arbitration start?	Per the administrator’s rules.	If the parties do not reach an agreement to resolve a Claim within 30 days after notice of the Claim is received, the Claimant may commence a lawsuit or arbitration, subject to the terms of this Arbitration Agreement. To start arbitration, the Claimant must follow the administrator's rules. If a Claimant begins or threatens a lawsuit, the Respondent can demand arbitration. This demand can be made in court papers. It can be made if a Claimant begins a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit may be brought and any existing lawsuit must stop.
Will any hearing be held nearby?	Yes.	The Neutral may decide that an in-person hearing is unnecessary and that he or she can resolve a Claim based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.

<u>Question</u>	<u>Short Answer</u>	<u>Further Detail</u>
What about appeals?	Very limited.	Appeal rights under the FAA are very limited. Except for: (1) FAA appeal rights; (2) Claims involving more than \$50,000 (including Claims involving requests for injunctive relief that could cost more than \$50,000); and (3) Claims involving Common Issues resolved in a Group Arbitration, the Neutral's award will be final and binding. For Claims involving more than \$50,000 and Claims involving Common Issues resolved in a Group Arbitration, any party (including a majority of the Claimants in a Group Arbitration) may appeal the award to a three-Neutral panel selected in accordance with this Arbitration Agreement, which will reconsider from the start anything in the initial award that is appealed. The panel's decision will be final and binding, except for any FAA appeal right. Any appropriate court may enter judgment upon the Neutral's award.
Do arbitration awards affect other disputes?	No.	You and we agree that no arbitration involving you will have any effect on issues or claims in a dispute we have with anyone who is not a party to such arbitration (including the parties in a Group Arbitration that does not involve you), nor will an arbitration award in disputes that do not involve you have any impact in an individual arbitration or Group Arbitration involving you.
Who bears arbitration fees?	Usually, we do.	Except for Group Arbitrations, we will agree to pay all filing, administrative, hearing and Neutral fees if you act in good faith, cannot get a waiver of such fees and ask us to pay. We will always pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Arbitration Agreement.
When will we cover your legal fees and costs?	Usually, if you win.	If you win an arbitration you initiate (meaning you recover more than we offered before the arbitration), we will pay your reasonable fees and costs for attorneys, experts and witnesses. We will always pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Arbitration Agreement. The Neutral shall not limit his or her award of these amounts because your Claim is for a small amount. Despite the foregoing, unless required by law or to enforce this Arbitration Agreement, the Neutral is not required to award any fees and costs for your attorneys, experts and witnesses that are incurred by you with respect to a Claim after the time we make a written offer to resolve such Claim for relief in excess of the relief ultimately awarded by the Neutral.
Will you ever owe us for arbitration or attorneys' fees?	Generally, only for bad faith or breaches of this	The Neutral can require you to pay our fees if: (1) the Neutral finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Arbitration Agreement invalid. Also, you may be liable for certain arbitration fees in a Group Arbitration, as provided below. Finally, you may be responsible for some or all of our legal

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	Arbitration Agreement.	fees resulting from a bad faith breach of this Arbitration Agreement, if a court or arbitrator determines that assessing such fees to be warranted under the circumstances and the power to assess such fees does not make this Arbitration Agreement invalid.
Can a failure to resolve a Claim informally result in a larger recovery for you?	Yes, except in Group Arbitrations.	Except for Claims resolved in or after a Group Arbitration, you are entitled to an arbitration award of at least \$7,500 if: (1) you give us notice of a Claim on your own behalf (and not on behalf of any other party) and comply with all of the requirements of this Arbitration Agreement (including the requirements described in response to the question reading "What must a party do before starting a lawsuit or arbitration?"); and (2) the Neutral awards you money damages greater than the last amount you requested at least ten days before the arbitration commenced. This is in addition to any attorneys' fees and expenses (including expert witness fees and costs) to which you are otherwise entitled. This \$7,500 minimum award is a single award that applies to all Claims you have raised or could have raised in the arbitration. Multiple awards of \$7,500 are not contemplated by this Arbitration Agreement. Settlement demands and offers are strictly confidential. They may not be used in any proceeding by either party except to justify a minimum recovery of \$7,500.
Can an award be explained?	Yes.	A party may request details from the Neutral, within 14 days of the ruling. Upon such request, the Neutral will explain the ruling in writing.
Can you arbitrate or can we require arbitration of Common Issues in a Group Arbitration?	Sometimes.	<p>It is possible that many Claimants will pursue or threaten Claims against us involving Common Issues. Depending upon the circumstances, this may make individual arbitrations impractical or unduly costly. The Group Arbitration provisions of this Arbitration Agreement are designed to address this problem.</p> <p>Any group of 50-250 Claimants who have given Claim Notices that involve Common Issues and are not already participating in individual arbitrations under this Arbitration Agreement may form a “Qualifying Group” to participate jointly in a Group Arbitration, provided that no Claimant who is already a member of a Qualifying Group may join a different Qualifying Group. Also, we may form a Qualifying Group of 50-250 such Claimants, provided that no Claimant who is already a member of a Qualifying Group may be included in a different Qualifying Group. The Qualifying Group for a Group Arbitration shall be deemed to be formed upon delivery of notice from such Qualifying Group to us or from us to the members of such Qualifying Group or their counsel (a “Group Arbitration Notice”). All rights and duties of a Qualifying Group under this</p>

<u>Question</u>	<u>Short Answer</u>	<u>Further Detail</u>
		<p>Arbitration Agreement will be exercised or performed by a majority of the members of the Qualifying Group (a “Group Majority”) or a Qualifying Group representative appointed by a Group Majority (a “Group Agent”).</p> <p>In the event a new Claimant asserts a Claim that involves a Common Issue that is being addressed in an existing Group Arbitration, either we, a Group Majority or a Group Agent may require the new Claimant to participate in the existing Group Arbitration, so long as the Claimants in such Group Arbitration will remain a Qualifying Group.</p> <p>Different Qualifying Groups may bring separate Group Arbitrations to resolve the same or different Common Issues (for example, if there are more than 250 Claimants with Common Issues) but no Claimant may participate in an arbitration of the same Common Issue in more than one Qualifying Group. A different Neutral must be appointed for each Group Arbitration, and no single Neutral may hear more than one Group Arbitration of the same Common Issues. Claims on a class basis or Claims for public injunctions may not be heard or decided in Group Arbitrations.</p> <p>Upon formation of a Qualifying Group, all Common Issues affecting such Qualifying Group shall be resolved by Group Arbitration under this Arbitration Agreement. Before commencement of a Group Arbitration for such Qualifying Group, the AAA shall be consulted about the fees and charges (or fee schedule) it will impose for such Group Arbitration, including Neutral charges. For 15 days after receiving final fee and charge information from the AAA, either we or the Qualifying Group may elect for the Group Arbitration to be conducted without assistance of the AAA, in accordance with the provisions set forth under the caption “What happens if a party wishes a Group Arbitration to be conducted without an administrator?”</p>
Who bears arbitration costs in Group Arbitrations?	Usually, arbitration costs will be shared 50/50 by us and the Qualified Group.	In a Group Arbitration, fees and charges of the arbitration administrator (if any) and Neutral will normally be shared 50/50 by us and the Qualified Group. However, we will bear some or all of the Qualifying Group’s share of such fees and charges to the extent: (1) required by law; (2) required to enforce this Arbitration Agreement; and/or (3) awarded by the Neutral in the Neutral’s discretion.
What happens if you are a Claimant in a	The Claim can be resolved in a	After a Group Arbitration, any Claim that cannot be resolved in the Group Arbitration will be subject to this Arbitration Agreement. Before initiating a lawsuit or arbitration with respect to such Claim,

<u>Question</u>	<u>Short Answer</u>	<u>Further Detail</u>
Qualifying Group but have a Claim that cannot be resolved in a Group Arbitration?	lawsuit or an arbitration under this Arbitration Agreement.	the Claimant must give the Respondent a new Claim Notice and right to resolve such Claim, as described under the caption “What must a party do before starting a lawsuit or arbitration?”
What happens if a party wishes a Group Arbitration to be conducted without an administrator?	Special rules will apply.	<p>If either we or a Qualifying Group give timely notice of a desire for the Group Arbitration to be conducted without AAA, we and the Qualifying Group shall try to agree upon a Neutral to conduct the Group Arbitration. If we and the Qualifying Group do not reach agreement upon a Neutral within 30 days after the date of the notice referenced above, we or a Group Majority may petition a court with jurisdiction for appointment of a Neutral. The court shall give due regard to the qualifications of the Neutral and the fees charged by the Neutral. Neutral fees exceeding the Neutral fees paid by the AAA in its consumer arbitrations are disfavored. A court-appointed Neutral must be a lawyer with at least ten years of experience or a retired federal or state judge unless we and the Qualifying Group otherwise agree.</p> <p>Once a Neutral has been selected and retained, such Neutral will commence and conduct the Group Arbitration in accordance with this Arbitration Agreement and, to the extent not inconsistent with this Arbitration Agreement: (a) Rules R-2, R-7 through R-9, R-14 and R-18 through R-54 of the AAA’s Consumer Arbitration Rules, Amended and Effective September 1, 2014 (even if subsequently revised), <i>available online</i> at adr.org/consumer or available from us (the “Governing Rules”); and (b) such additional procedures as the Neutral shall adopt. However:</p> <ul style="list-style-type: none"> (i) The AAA shall have no role in the arbitration and no filings with or notices to the AAA shall be required. Such filings will be made with the Neutral or not at all, as the circumstances shall dictate. (ii) Subject to subsection (i), any reference to the AAA in the Governing Rules shall be deemed to refer instead to the Neutral or, if a function delegated to the AAA under the Governing Rules cannot reasonably be performed by the Neutral, whether by virtue of a conflict of interest or otherwise, by a court with jurisdiction. Any objection to the Neutral under R-19 shall be decided by a court with jurisdiction.

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		<ul style="list-style-type: none"> (iii) No administrative fees under R-4 shall be payable. (iv) Despite R-29, an in-person or telephonic hearing shall be held upon agreement of the parties or for good cause shown. (v) Despite R-33, the Neutral may allow the filing of a dispositive motion without prejudging the likelihood of success. (vi) Despite R-40 and R-42, the Neutral may extend the applicable time limits in unusual and extreme circumstances. (vii) R-43(c) shall not apply. <p>The Costs of Arbitration and fee sections of the Governing Rules shall not apply, provided that the Arbitrator Compensation terms shall be used as guidelines.</p>

Governing Law and Jurisdiction

These Terms & Conditions are governed by the laws of the state of New York, United States of America, without regard to New York’s conflict of laws rules. If the arbitration agreement is ever deemed unenforceable or void, or a Dispute between the parties is not subject to arbitration, you irrevocably consent to the exclusive jurisdiction of the federal and state courts in New York County, New York, United States of America, for purposes of any legal action arising out of or related to these Terms & Conditions, and waive any objections as to personal jurisdiction or as to the laying of venue in such courts due to: (a) inconvenient forum or (b) any other basis or any right to seek to transfer or change venue of any such action to another court.

Disclaimers and Limits of Liability

Amazing Savings and its affiliates make no representations, warranties or conditions of any kind, express or implied, with respect to the Card, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, title or non-infringement, or any warranty arising by usage of trade, course of dealing or course of performance. Amazing Savings does not represent or warrant that your Cards will always be accessible or accepted.

In the event that Amazing Savings or its affiliates are found liable to you, you shall only be entitled to recover actual and direct damages and such damages shall not exceed the last balance held on your Card. Amazing Savings and its affiliates shall have no liability for any incidental, indirect or consequential damages (including without limitation loss of profit, revenue or use), or any punitive or exemplary damages arising out of or in any way connected with these Terms & Conditions, whether in contract, warranty, tort (including

negligence, whether active, passive or imputed), product liability, strict liability or other theory, even if we or our authorized representatives have been advised of the possibility of such damages. In no event shall Amazing Savings or its affiliates have any liability for unauthorized access to, or alteration, theft or destruction of a Card through accident, misuse or fraudulent means or devices by you or any third party, or as a result of any delay or mistake resulting from any circumstances beyond our control.

The laws of certain states or other jurisdictions do not allow limitations on implied warranties, or the exclusion or limitation of certain damages. If these laws apply, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you may have rights in addition to those contained in these Terms & Conditions. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

Assignment

We may assign all or part of these Terms & Conditions without notice to you. We are then released from all liability. You may not assign these Terms & Conditions without our prior written consent and any attempted assignment will be void.

Entire Agreement, Construction

These Terms & Conditions are the complete and exclusive statement of agreement between you and Amazing Savings, and supersedes and merges all prior proposals and all other agreements governing your Card. Except as otherwise provided herein, if any provision of these Terms & Conditions, shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms & Conditions and shall not affect the validity and enforceability of any remaining provisions.

In addition to such other provisions hereof which, by their terms, survive any termination or expiration of these Terms & Conditions, the following sections shall survive termination of these Terms & Conditions: (a) Disclaimers and Limits of Liability; (b) Dispute Resolution (including Arbitration Agreement; Class Action Waiver; Jury Trial Waiver); and (c) Governing Law and Jurisdiction.

Inquiries or Questions

If you have any questions regarding these Terms & Conditions or your Card, please visit our website at amazingsavings.com or call us at 201-529-3700.

This Agreement is effective February 29, 2024.