

Tuzo Rewards Program Agreement

Important information about the program and this agreement

- This document describes how the Tuzo Rewards program works and is an agreement between you and Tuzo Rewards. You agree that use of your account or any feature of this program indicates your acceptance of the terms of this agreement. In this document, the following words have special meanings:
 - › “agreement” means this document
 - › “program” means this Tuzo Rewards program
 - › “account” means your merchant services processing account that is linked to this program
 - › “user name” means any user name or merchant ID number used to access your account
 - › “we,” “us,” “our,” and “Tuzo” mean Tuzo Rewards LLC and its affiliates
 - › “you” and “your” mean the person responsible for the account and for complying with this agreement
 - › “authorized user” means anyone you permit to use the account
 - › “Tuzo Rewards” are the rewards you earn under the program. Tuzo Back rewards are earned on gross processing and tracked as points and each \$1 in Tuzo rewards earned is equal to 100 points.
 - › “Tuzo Travel” means the websites, phone numbers and customer service channels operated by, or available through, Tuzo and its affiliated travel companies through which you may book travel under the program, including Tuzo.app and Tuzorewards.com/
 - › “misuse” means the improper use of the program, or account in a manner inconsistent with the terms and conditions you’ve agreed to, including this Rewards Program Agreement, the processing agreement, or the terms and conditions of a third-party merchant or service provider program, through which points may be used or transferred under this program.
 - Examples of misuse include, but are not limited to:
 - buying or selling points;
 - selling, or participating in the sale or exchange of, gift cards, travel or other items of value obtained through use of points;
 - moving or transferring points to an ineligible third party or account.
- We may make changes to the program and the terms of this agreement at any time. For some changes we’ll give you 30 days’ notice (or longer if required by law) as described in the *Notice of changes* section below.
- We may temporarily prohibit you from earning points, using points you’ve already earned, or using any features of the program.
- We may supplement this agreement with additional terms, conditions, disclosures, and agreements that

will be considered part of this agreement.

- We may refer to this agreement as the “Rewards Program Agreement” or “Rewards Program Rules and Regulations” in communications about the program and in supplemental terms, conditions, disclosures, and agreements. This version of the agreement takes the place of any earlier versions.

Notice of changes

- We’ll give you 30 days’ notice (or longer if required by law) of the following types of changes to the program or this agreement:
 - › if we add or increase fees applicable to the program
 - › if we decrease the rate at which you earn points
 - › if we limit the number of points you can earn
 - › if we limit or reduce the ways you can use points
 - › if we reduce the value of points
 - › if we cancel the program
- We’ll send this notice to you in writing, which, at our option, may be delivered to you in the mail or electronically by email or through our online services, such as Tuzo.app or the Tuzo Mobile App.
- We’ll give you notice of other changes to the program or agreement by posting an updated copy of this agreement when you log in to our website, Tuzo.app/termsandconditions.
- We won’t provide prior notice when we change what you can get with your points within particular redemption options (for example, we won’t provide notice if the selection or availability of gift cards change, or if a specific product or experience is out of stock through the program). You understand and agree that we can make these changes at any time. Future availability of any specific items isn’t guaranteed.
- You can see what you currently can get with your points when you log in to our web applications, Tuzo.app.

How you can earn points

- You’ll earn points on your gross processing volume, minus returns, refunds, or chargebacks (collectively, the “purchases”), made with a card in your business(s).
- **You’ll earn:**
 - › **A percentage of your gross processing determined by your processing provider in the form of rewards for each \$1 spent.** Tuzo Rewards does not set or control the rate at which points are earned and only facilitates to collection and redemption process. Any issues or questions related to the rate at which points are earned should be directed to your merchant services provider.
 - **Rewards Categories:** Tuzo works to provide a wide array of Reward redemption categories and options which are viewable and redeemable upon login to your account at tuzo.app.
 - Tuzo or your processor may offer you ways to earn bonus points through the program, such as Refer-a-

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Friend, or special promotions. You'll find out more about the number of bonus points you can earn, the duration of the offer and expiration date, if any, and any other terms at the time of the offer. The additional terms will be part of this agreement. The natural expiration of a limited time bonus point offer is not a modification to the program that requires notification.

Other information about the earning and availability of points

- Points are earned at the close of each monthly billing cycle, based on the processing completed during that billing cycle, plus any bonus points posted during that billing cycle, but minus any returns, refunds, or chargebacks. If you have more returns or refunds than points earned from processing or bonuses, then points will be deducted from your total point balance and may result in a negative point balance.
- You'll see points you've earned on Tuzo.app.
- We may, from time to time, provide additional ways for you to see points you've earned, such as through Tuzo or third-party mobile application(s).
- Points earned in a monthly billing cycle are generally available to be used at the beginning of the next billing cycle; however, points earned on gross sales made near the end of a billing cycle may take up to one additional billing cycle to become available.

How you can use your points

- You can use your points to redeem for any available reward options. Options may include: travel, electronics, luxury goods, gift cards, experiences and more. You may also contact Tuzo to take advantage of our Rewards Concierge Services to use your points for items and services not available through the application. You can also combine points with your other eligible businesses using the Tuzo rewards platform.
- We may, from time to time, provide additional ways for you to use your points in addition to those described in this agreement, such as through Tuzo or third parties.
 - Redemption values for reward options vary.
 - › When you use points to redeem each point is worth \$.01 (one cent), which means that 100 points equals \$1 in redemption value.
 - › At times redemption values for some reward options may be worth more or less than this.
 - You are responsible for how points are used, including if you allow authorized users to access your points.
 - To use your points, minimum and maximum amounts may apply. We'll let you know about any minimum or maximum amounts, as well as any additional terms and conditions, before you use your points.
 - Once points have been used, the transaction is considered final and may not be canceled unless otherwise noted.
 - The amount of time it takes for the delivery of items depends on the item. Some items can't be shipped to PO Boxes or foreign addresses.

- Applicable sales/use taxes, fees, surcharges, and shipping and handling charges are your responsibility.
- We're not responsible for replacing lost, stolen or damaged redemption items, including certificates, tickets or gift cards or for a merchant's failure to honor them.

Gift Cards

- You can use points for gift cards and gift certificates through the program.
- Go to Tuzo.app or call our customer service number on the Tuzo website
- Gift CARDS and gift certificates are valid at participating merchants only, and are subject to the issuer's terms and conditions, which, if permitted by law, address expiration policies and non-usage fees and can be changed at the sole discretion of the issuer.

Travel

- You can use points for available airline tickets, hotel accommodations, car rentals, activities and cruises through Tuzo Travel.
- You can book Tuzo Travel at Tuzo.app or call the number on the Tuzo website.
- A service fee may be charged using Tuzo Travel to book. We'll let you know of the amount of any service fee, if applicable, before you book.
- If you don't have enough points to book your travel, you can pay the additional cost with your credit or debit card. You can also book most travel through Tuzo Travel without any points by using your credit or debit card to pay for it. Minimum point amounts may apply to some bookings.
- Additional terms, conditions and disclosures may apply and will be provided to you before booking your travel and will be part of this agreement.
- For airline ticket, hotel and cruise reservations, government- issued photo identification is required at check-in and must match the name on the reservation. For international travel, a passport is required and a visa may be required along with satisfaction of health requirements. Please contact the consulate of the destination country, as well as any layover and stopover destinations, for current visa/passport and other entry requirements.
- For any change or cancellation requests, go to Tuzo.app or call the number on the Tuzo Website. Change or cancellation fees may apply and will be charged directly to you through points or via your debit/credit card. Change or cancellation fees are based on the cash price of travel. If a refund is granted for travel booked in whole or in part with points, you'll receive a credit to your points balance for the amount of points used. If you fail to arrive for your booked travel arrangements as scheduled, all payments whether made with points or your debit or credit card will be forfeited.
- All additional costs, such as baggage fees, seat fees, fees charged by the airlines, passenger facility charges, international entry or departure taxes and/or fees, resort

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- fees, hotel energy surcharges, any charges for one-way car rentals, car add-ons or accessories, incidentals and any applicable local taxes and fees, are at the traveler's expense. Travelers should be prepared to pay in cash, in local currency, on location directly to the travel service provider.
- All airline tickets will be issued as e-tickets, unless e-tickets are not available due to airline restrictions. If an e-ticket is unavailable, you'll be mailed a paper ticket at no charge. However, if an e-ticket is available and you request a paper ticket, you may be charged a service fee and shipping/handling charges. All paper tickets will be shipped within 48 hours to the address you provide.
- For car rentals, minimum age requirements may vary and there may be a maximum age. Some hotels have a minimum age requirement for check-in.
- For additional information about Tuzo Travel, please click on the Travel Disclosures link which can be found at the bottom of the tuzo.app site. The Travel Disclosures are a part of this agreement.

- If your account is closed for any other reason, you'll have at least 30 days from the date your account is closed to use your points, as long as you don't lose them for any of the reasons described in this agreement. If you don't use your points during that time, you'll lose them unless limited or prohibited by law, in which case your unused points will be automatically redeemed for cash in the form of a pre-paid gift card.
- If we decide to cancel the program, you'll have at least 30 days from the date we cancel the program to use your points, as long as you don't lose them for any of the reasons described in this agreement. If you don't use your points during that time, you'll lose them.
- If we're notified of your death, your points will be automatically redeemed for cash in the form of a pre-paid gift card.

Combine points with your other businesses which have Tuzo Rewards

- You can combine your points, but only to another business that has a Tuzo Account with belonging to you or one member of your household or business.
- You can't move points to another eligible business if either account is prohibited from earning or using points at the time you attempt to move the points.
- Go to Tuzo.app or call the number on the Tuzo Rewards website.

How you could be prohibited from earning or using points

- We may temporarily prohibit you from earning points or using points you've already earned if we suspect you've engaged in misuse or fraudulent activity related to your account or the program.
- You can begin earning and using points again if we otherwise no longer suspect misuse or fraud of the account or program.
- Suspicion of misuse is at the sole discretion of Tuzo Rewards

How you could lose your points

- Your points don't expire as long as your account is open; however, you'll immediately lose all your points if your account status changes, or your account is closed, for misuse, fraud, or any of the following reasons:
 - › you fail to comply with other agreements you have with Tuzo Processing Partners
 - › we believe that you've engaged in fraudulent activity related to your account or the program
- We won't reinstate points you lose, unless we've made an error.

Other important information you should know

- Unless required by law, points aren't your property. Points have no value until redeemed. You can't transfer or move points unless expressly provided for in this agreement. Additionally, points can't be transferred by operation of law, such as by inheritance, in bankruptcy or in connection with a divorce.
- Your participation in the program may result in miscellaneous income received from Tuzo and we may be required to send you, and file with the IRS, a Form 1099-MISC (Miscellaneous Information) or Form 1042-S (Foreign Person's U.S. Source Income Subject to Withholding) for the year in which you participate and are awarded the benefits of the program. You are responsible for any tax liability related to participating in the program. Please consult your own tax advisor if you have any questions about your personal tax situation.
- We may assign our rights and obligations under this agreement to a third party, who will then be entitled to any of our rights that we assign to them.
- We're not responsible for any disputes you may have with any authorized users on your account about the program.
- Tuzo and its third-party service providers and their respective affiliates, directors, officers, employees, agents or contractors make no representations or warranties, either express or implied, including, those of merchantability, fitness for intended use or a particular purpose and otherwise arising by law, custom, usage, trade practice, course of dealing or course of performance. You release Tuzo, its third-party service providers, and their respective affiliates, directors, officers, employees, agents and contractors for all activity in connection with the program, including but not limited to, use of the program, and any redemption for or purchase of products or services through the

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program.

- You agree to indemnify and hold Tuzo and its third-party service providers and all of their respective affiliates, directors, officers, employees, agents and contractors harmless from and against any loss, damage, liability, cost, or expense of any kind (including attorneys' fees) arising from your or an authorized user's: use of the program, any fraud or misuse of the program, violation of this agreement and/or violation of any applicable law or the rights of any third party.
- The merchants and third-party service providers that participate in the program are not affiliated with us and are not sponsors or co-sponsors of the program. All participating merchant and third-party service provider names, logos, and marks are used with permission and are the property of their respective owners. Participating merchants and third-party service providers are subject to change without notice.
- Participating merchants and third-party service providers are responsible for the quality and performance of any products or services they provide. Tuzo is not responsible for any aspects of the products and services provided by participating merchants or third-party service providers.
- The program is void where prohibited by federal, state, or local law.
- This agreement and use of the program is governed by federal law, as well as the law of Delaware, and will apply no matter where you live or use the program.
- We may enforce the terms of this agreement at any time. We may delay enforcement without losing our right to enforce this agreement at a later time. If any term of this agreement is found to be unenforceable, we may still enforce the other terms.

Communications

- We may send communications about the program to you at any mailing or email address in our records or through our online services, such as Tuzo.app or the Tuzo Mobile App.
- Let us know right away about any changes to your contact information using your tuzo.app account under the update your contact information section or call the phone number on the Tuzo website.

Telephone monitoring

- You agree that Tuzo and its third-party service providers may listen to and record telephone calls as part of providing program services.