

## SpeedyQ Markets, Inc., Q-Rewards Program Terms and Conditions

**1. Agreement to Terms.** You agree to read carefully in their entirety, and be bound by, all of the terms and conditions set forth herein (“Terms and Conditions” or “Agreement”) prior to participating in the “Q-Rewards Program” administered by Speedy-Q Markets, Inc. (the “Company”) and FIS Loyalty. (“FIS”), the program administrator. If you do not agree to be bound by the Terms and Conditions, you may not participate in the Q-Rewards Program. Your participation in the Q-Rewards Program will automatically bind you to the Terms and Conditions without any further action to be taken by the Company or you. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS AS A PARTICIPANT IN THE Q-REWARDS PROGRAM.

**2. Modification of Agreement.** The Company reserves the right, at its sole and absolute discretion, to change, modify, add and/or delete any portion of this Agreement, in whole or in part, at any time without further notice. Notification of changes in the Agreement will be posted on [www.myqrewards.com](http://www.myqrewards.com). Your continued participation in the Q-Rewards Program after notice constitutes your acceptance of and agreement to be bound by any such changes to the Terms and Conditions. It is your responsibility to regularly check the Company’s website to determine if there have been any changes made to the Terms and Conditions.

**3. Copyright Protection and Use of Company Information.** The Q-Rewards Program is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions and other copyright laws. You may not use the Company’s names, logos and/or trademarks in any manner without the prior written consent of the Company.

**4. Right to change the Q-Rewards Program.** The Company may, in its sole and absolute discretion, change, suspend or discontinue any aspect of the Q-Rewards Program at any time without further notice. In addition, the Company may also impose limits on certain features and services or restrict your access to any portion or the entire Q-Rewards Program without notice or liability. The Company reserves the rights, in its sole and absolute discretion, at any time, with or without cause, to refuse service or cancel your membership in the Q-Rewards Program.

**5. Indemnification for Your Breach of Agreement.** You hereby agree to indemnify, defend and hold Company and FIS and their respective subsidiaries, affiliates, officers, directors, owners, agents, employees, information providers, licensors, licensees, representatives and successors and assigns (collectively, the “Indemnified Parties”) harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorneys’ fees and expenses, incurred by one or more of the Indemnified Parties relating to, arising out of or in connection with any breach or alleged breach by you of any representation, warranty and /or covenant set forth herein. You agree to cooperate as fully as reasonably required in the defense of any claim

brought by or on behalf of an Indemnified Party. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall in no event settle any claim without the prior written consent of Company.

**6. NO WARRANTY.** THE Q-REWARDS PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY AND ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE TO YOU OR ACCESSED BY YOU AS A PARTICIPANT IN THE Q-REWARDS PROGRAM IS PROVIDED BY THE COMPANY AND FIS ON AN "AS IS" BASIS TO THE FULLEST EXTENT PERMISSIBLE BY LAW, AND, ACCORDINGLY. THE COMPANY MAKES NO REPRESENTATION OR WARRANTIES OF ANY NATURE OR KIND WHATSOEVER FOR THE CONTENT OF THE Q-REWARDS PROGRAM OR THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE TO YOU. FURTHER THE COMPANY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR ANY DAMAGES THAT YOU MAY INCUR BY USE OF OR THE PARTICIPATION IN THE Q-REWARDS PROGRAM. THE COMPANY AND FIS, AND THEIR RESPECTIVE SUBSIDIARIES AFFILIATES, OFFICERS, DIRECTORS, OWNERS, AGENTS, EMPLOYEES, INFORMATION PROVIDERS, LICENSORS, LICENSEES AND REPRESENTATIVES SHALL NOT BE LIABLE FOR YOUR USE OF OR PARTICIPATION IN THE Q-REWARDS PROGRAM, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN, WHICH RESULTS FROM ACTS OR EVENTS BEYOND THE COMPANY'S REASONABLE CONTROL.

**7. NO AWARDS OF DAMAGES AGAINST THE COMPANY.** IN NO EVENT SHALL THE COMPANY OR FIS (PROGRAM ADMINISTRATOR), AND THEIR RESPECTIVE SUBSIDIARIES AFFILIATES, OFFICERS, DIRECTORS, OWNERS, AGENTS, EMPLOYEES, INFORMATION PROVIDERS, LICENSORS, LICENSEES, REPRESENTATIVES, AND SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF YOUR USE OF OR PARTICIPATION IN THE Q-REWARDS PROGRAM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, DAMAGE TO EQUIPMENT, COMPUTER PROGRAMS, OR INFORMATION SYSTEMS, OR THE LOSS OF ANY INFORMATION OR DATA EVEN IF THE COMPANY OR FIS IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY'S MAXIMUM LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, SHALL AT ALL TIMES NOT EXCEED TEN DOLLARS (\$10.00).

**8. Expiration of points.** If unredeemed, any and all points earned as a participant in the Q-Rewards Program, will expire eighteen (18) months from the date the points were accrued.

**9. Entire Agreement.** The Terms and Conditions and the Privacy Statement constitute the entire agreement between Company and you with respect to your use of and participation in the Q-Rewards Program. Any cause of action you may have with respect to your use of the Q-Rewards Program must be commenced within twelve (12) months after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. The failure of the Company to exercise or enforce its rights hereunder shall not constitute a waiver of such right or provision in that or any other instance. By using or participating in the Q-Rewards Program, you agree that the laws of the State of Michigan, without regard to principles of conflicts of laws, will govern the Terms and Conditions of any dispute that may arise hereunder. You further agree not to commence or prosecute any action in connection herewith other than in the state and federal courts of Michigan, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non convenient with respect to, venue and jurisdiction in the state and federal courts of Michigan.

**10. Privacy Statement.** The Company is committed to being the best at serving the needs of our customers. By participating in the program you are electing to receive e-mail promotions or offers related to the program. The Company will not knowingly and intentionally release your name to any list service or manufacturer, and the Company will take all reasonable steps to hold such information in confidence.