

MyChoice LLC.

Cardholder Agreement

1. By purchasing the MyChoice Card, you are agreeing to the following specific terms and conditions of the Card Agreement. You understand that MyChoice, LLC (MyChoice) and its subsidiaries make available online information and services to cardholders (“Cardholders”) of this program. By ordering or purchasing the Card, submitting your information or using the Card you are indicating that you are 18 years old or older and agree to be bound by this Agreement.
2. When you purchase the MyChoice Card, you must provide the MyChoice Advertising Agent with accurate and complete information (including but not limited to name and shipping address) and advise MyChoice of any changes by contacting MyChoice Card Services. MyChoice will use this information to create your account and, where applicable, mail you a Card and materials. Your materials may include, but are not limited to, a Card with your Card number and inserts containing information about partnering sponsors.
3. When applying online, over the phone or with a mail-in application, the Card materials will be shipped within 5 to 7 days from time of purchase. If you are renewing your Card, you will receive your new Card and materials 5 to 7 days from time of renewal.
4. When you purchase your Card online or activate it, you will be asked to create a password to view your account. You may not select a password that violates anyone's rights or one that, in MyChoice's sole discretion, is considered offensive, improper, or inappropriate. If you do so, MyChoice may modify or delete it. When you purchase or activate your Card online or over the telephone, you will be asked to select a secret question and secret answer. Your secret answer will allow you to retrieve your password in case you forget it.
5. The MyChoice card is non-transferable and may only be used by the person whose name is embossed and signed on the card. MyChoice does not permit the sharing of your Card, number, password or discounts with any other person. If MyChoice reasonably believes that any of your Card materials are being used in any of these ways, MyChoice reserves the right to cancel your Cardholder rights immediately. If you believe someone has used any of your Card materials without your authorization, please contact MyChoice Card Services.
6. Fees. Primary Card: The current price of the one-year Card (the “Fee”) depends on your country of residence. For United States residents, the fee is \$30.00. You agree to pay the fee when the application is submitted. The Card is valid for a period of at least 12 months from the time of issuance, as noted on the expiration date listed on the Card.
7. Secondary Card: The current price of the one-year Card (the “Fee”) is only available for one immediate family member (spouse or child), and depends on your country of residence. For United States residents, the fee is \$10.00. You agree to pay the fee when the charge is incurred. The Card is valid for a period of at least 12 months from the time of issuance, as noted on the expiration date listed on the Card.

8. MyChoice reserves the right to modify the Fee at any time for any reason in its sole discretion without notice.
9. The MyChoice Card must be shown before you make a purchase at a participating Merchant. A Merchant has the right to deny a discount if you do not present your Card before payment. Merchants may reserve the right to ask for a valid form of identification to verify that you are a rightful Cardholder.
10. Merchants will swipe your Card through their terminal to track purchases and use of the Card. **They will not use the card as a form of payment.** MyChoice uses this information to track Merchants performance to ultimately offer you better savings.
11. MyChoice and participating Merchants are independent contractors. MyChoice is not liable for any products or services provided by or through any Merchants of the MyChoice program, or for any error, omission or inaccuracy in advertising material or for any liability resulting directly or indirectly from a product or service provided by any Merchant or other third party in connection with the MyChoice program.
12. You may report disputes with Merchants by contacting MyChoice
13. Any use of the MyChoice Card, or the associated Cardholder benefits and discounts in a manner that violates the rules or regulations of any participating Merchant is prohibited by this Agreement and is grounds for termination of your MyChoice Card. MyChoice reserves the right to cancel your Cardholder rights immediately in the event of such violation.
14. Client acknowledges that MyChoice may from time to time, in good faith, alter its rules and regulations in order to facilitate its business practices. If such change becomes necessary, client will be notified by mail at their last known address a minimum of (10) day prior to such change being implemented.
15. The MyChoice card will expire on the date embossed on the front of the card, which is at least 12 months from the date of purchase of your Card. MyChoice, reserves the right to terminate your Card at any given point in time if we determine that you have violated any provisions of this Agreement.
16. Cardholder understands that all discounts are to be applied prior to any tips and sales tax.
17. The MyChoicellc.com Web site (the "Site") offers the most up-to-date information on savings and partner benefits offered by participating Merchants. We take reasonable efforts to maintain the current status of our database of Merchants and their discounts. However, MyChoice is not responsible for third parties' restrictions or changes to their offers not communicated to MyChoice. As a Cardholder you will login to access certain sections of the Site, using the e-mail address provided during the application process. In order to login to your account you will have to set-up a password. Cardholders who purchase or activate their

Card online or by phone will be asked to create a password as part of their purchase or activation process. If you forget your password, upon verification that you are the rightful owner of the account, MyChoice, will e-mail your password to the e-mail address you provided during the application process or activation. You will be verified by answering your secret question.

18. MyChoice is not responsible if a Merchant changes its discount due to new ownership or acquisition. If you have a dispute with a sponsor merchant to report, MyChoice will take reasonable efforts to solve the dispute on your behalf.
19. Cardholder may terminate this agreement at any time. Resignation must be in writing and received by the management of the MyChoice corporate office.
20. The refund policy allows Cardholders to claim a Card Fee* refund within 3 days of purchasing his or her Card. Card must be returned to MyChoice Corporate offices at 1000 Laval Blvd, Lawrenceville, GA 30043, before refund is submitted. *There is a charge of \$7.50 included in the Card Fee for shipping and handling which are non-refundable.
21. Cards purchased as part of a bundle offer, are non-refundable.
22. It is the responsibility of the cardholder to promptly report a lost or stolen card. You can report lost cards by contacting MyChoice Card Services by sending an e-mail to info@mychoicellc.com. If your card is lost or stolen, MyChoice charges a \$7.50 fee for the replacement card.