

Rewards Terms

Effective Date: 2026

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR PARTICIPATING IN THE JUMP START REWARDS, YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT PARTICIPATE IN THE Jump Start Rewards.

These Terms of Use apply to your access to, and participation in, the Jump Start Rewards (the "Jump Start Rewards"), or its respective licensees and affiliated companies as indicated within the Jump Start Rewards app (collectively, "We/Us") in the United States ("Territory of Participation"). These Terms of Use do not alter in any way the terms or conditions of any other agreement you may have with us for other products and services. We reserve the right to change, modify and/or eliminate Rewards and/or all or any portion of these Terms of Use or any policy, FAQ, or guideline pertaining to the Jump Start Rewards at any time and in its sole discretion. Any changes or modifications will be effective immediately upon posting the revisions to <https://jumpstartstores.com/> and you waive any right you may have to receive specific notice of such changes or modifications. Your participation in the Jump Start Rewards confirms your acceptance of these Terms of Use and any such changes or modifications; therefore, you should review these Terms of Use and applicable policies and FAQs frequently to understand the terms and conditions that apply to the Jump Start Rewards. If you do not agree to the Terms of Use, you must stop participating in the Jump Start Rewards.

The Jump Start Rewards is intended for personal use only. Commercial use is prohibited. This Jump Start Rewards is not targeted towards, nor intended for use by, anyone under the age of 18.

Please read the Privacy Statement carefully to understand how we collect, use and disclose information about consumers and how to update or change your personal information and how we communicate with you.

The Jump Start Rewards is one way in which we endeavor to reward and thank loyal customers for patronizing participating business partners and purchasing products. Members of the Jump Start Rewards are able to earn "rewards" to be redeemed at participating locations in the Territory of Participation ("Rewards"). Visit the participating partners' respective apps and/or websites to find the location nearest you where you can earn and redeem Rewards.

JOINING JUMP START REWARDS

You can enroll in the Jump Start Rewards either online at the participating partners url or through the app available in the App Store and/or Google Play.

The enrollment process may require that you provide the following information: name, password, email address (required in order to receive all eligible Rewards), physical address, telephone number, card number, birthday, and marketing preferences. The cards and apps can be activated and registered for use in the Jump Start Rewards, but you may only have one (1) account that is personal to you.

If you change your account address to one that is outside the Territory of Participation, your account will be inactivated. You will no longer be able to earn, receive or redeem Rewards.

EARNING REWARDS

You can earn Rewards by making purchases using any card or app registered to your Jump Start Rewards account at participating stores in the Territory of Participation.

Please visit the website and/or app of our participating partners to determine how you will earn Rewards.

Generally, credit for qualifying purchases from participating stores are automatically added to your account within one (1) hour. From time to time, we, or others acting with our permission, may offer you special promotions that offer you "Targeted Offers." Such offers will be awarded as described in the applicable promotional offer and will be subject to any additional terms set forth in the promotional offer.

If you void a purchase made, or return a prior purchase, we may deduct the credits that you were awarded for that purchase.

MISCELLANEOUS

There are no membership fees associated with the Jump Start Rewards. Credits accumulated under the program are promotional and have no cash value.

Your Rewards, registered cards and apps, and your account under the Jump Start Rewards are personal to you and may not be sold, transferred or assigned to, or shared with family, friends or others.

Without notice to you, we reserve the right to suspend any card or app and/or terminate your account and/or your participation in the Jump Start Rewards if we determine in our sole and absolute discretion that you have violated these Terms of Use, you have more than one (1) account, or that the use of your account is unauthorized, deceptive, fraudulent or otherwise unlawful. We may, in our sole discretion, suspend, cancel or combine accounts that appear to be duplicative. In the event that your participation in the Jump Start Rewards is terminated, all accumulated rewards and credits toward Rewards in your account are void.

Without notice to you, we also reserve the right to "unregister" and make ineligible for the Jump Start Rewards any card or account that has been inactive for two (2) consecutive years. "Inactive" is defined as no credits earned. In the event that your card or account is unregistered or rendered inactive, then all accumulated Rewards and credits toward Rewards in your account are void.

We reserve the right to terminate, discontinue or cancel the Jump Start Rewards at any time and in its sole discretion without notice to you.

Application Terms

Last Revised: 2026

PLEASE READ THESE TERMS OF USE CAREFULLY. DOWNLOADING, INSTALLING, ACCESSING OR USING THIS MOBILE APPLICATION (THE "APPLICATION") CONSTITUTES ACCEPTANCE OF THESE TERMS OF USE ("TERMS"), AND AS SUCH TERMS MAY BE REVISED BY US FROM TIME TO TIME, AND IS A BINDING AGREEMENT BETWEEN THE USER ("USER") AND JUMP START GOVERNING THE USE OF THE APPLICATION. IF USER DOES NOT AGREE TO THESE TERMS, USER SHOULD UNINSTALL THIS APPLICATION IMMEDIATELY. THESE TERMS CONTAIN DISCLAIMERS AND OTHER PROVISIONS THAT LIMIT OUR LIABILITY TO USER.

These terms include an Arbitration provision that governs any disputes between you and us. Unless you opt out, as described below, this provision will eliminate your right to a trial by jury and substantially affect your rights, including preventing you from bringing, joining or participating in class or consolidated proceedings. You agree that we may provide notices, disclosures and amendments to these Terms by electronic means, including by changing these Terms within the Application or by posting revisions on our website.

See Also: Rewards Terms

ELIGIBILITY

The Application is not targeted towards, nor intended for use by, anyone under the age of 18. A USER MUST BE AT LEAST AGE 18 TO ACCESS AND USE THE APPLICATION. User represents and warrants that (a) he/she is not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country; and (b) he/she is not listed on any U.S. government list of prohibited or restricted parties.

In order to use certain functions of our Application, you will need to register for an account. You agree to (a) create only one account; (b) provide accurate, truthful, current and complete information when creating your account; (c) maintain and promptly update your account information; (d) maintain the security of your account by not sharing your password with others and restricting access to your account and your computer; (e) promptly notify Us if you discover or otherwise suspect any security breaches relating to the Application; and (f) take responsibility for all activities that occur under your account and accept all risks of unauthorized access.

APPLE TERMS AND CONDITIONS; OUR POLICIES

These Terms supplement and incorporate (a) the Apple, Inc. ("Apple") Terms and Conditions (located at <http://www.apple.com/legal/internet-services/itunes/us/terms.html>) including, without limitation, the Licensed Application End User License Agreement provided therein ("Apple Terms"); and (b) other policies, including Rewards. If any of the provisions of the Apple Terms and Conditions conflict with these Terms, the Apple Terms and Conditions will control, solely to the extent such terms apply to the Application. We, not Apple, are solely responsible for the Application and the content thereof.

Jump Start Rewards

We may allow you to register for the Jump Start Rewards which is operated by Jump Start ("Jump Start Rewards"), facilitated by Jump Start in the United States ("Territory of Participation") through the Application. Please refer to the Rewards Terms of Use for more information about the terms, conditions and policies that apply to your registration and use of our Jump Start Rewards.

Email Communications, Push Notifications, and In-App Messages

If a User signs up for an account using the Application, the User is, by default, opted in to receive promotional email communications from Us ("Email Communications"). The User may, at the time of sign up, opt out of receiving Email Communications from us. Thereafter, the User may opt out of receiving Email Communications by adjusting the User's profile settings in the User's account.

Similarly, upon download of this Application, the User is provided the option to opt in to receive push notifications from us on his or her Device. This may include promotional communications, offers, and system messages pushed to the Device or within the Application mailbox ("Push Notifications"). The User may, at any time following download of this Application, opt out of receiving Push Notifications by type by adjusting the "Notifications" switch within the Application

settings to "off", or within the Device's settings application under "Notifications" to completely opt out of Push Notifications. Opting out of Push Notifications will not affect User settings with respect to Email Communications.

Finally, by using this Application, in-app messages will automatically be displayed to the User via the Application's display tiles and/or sent to the User via the Application's inbox, including promotional communications and offers. If the User does not wish to see or receive such messages, the User must cease use of the Application.

Copyright, Trademarks, and User License

Unless otherwise indicated, the Application and all content and other materials therein, including, without limitation, our logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "Application Materials") are our property or our licensors' and are protected by U.S. and international copyright laws. Our name, our logo, and our other trademarks, service marks, graphics, and logos used in connection with the Application are trade names, trademarks or registered trademarks (collectively "Our Marks"). Other trademarks, service marks, graphics and logos used in connection with the Application are the trademarks or registered trademarks of their respective owners (collectively "Third Party Marks"). Our Marks and Third-Party Marks may not be copied, imitated, or used, in whole or in part, without our prior written permission or the applicable trademark holder. The Application and the Content are protected by copyright, trademark, patent, trade secret, international treaties, state and federal laws, and other proprietary rights and also may have security components that protect digital information only as authorized by us or the owner of the Content. All rights not expressly granted are reserved.

Subject to these Terms, we grant the User a personal, non-exclusive, non-transferable, limited, and revocable license to use the Application for personal use only in accordance with these Terms ("User License"). Any use of the Application in any other manner, including, without limitation, resale, transfer, modification or distribution of the Application or text, pictures, music, barcodes, video, data, hyperlinks, displays, and other content associated with the Application ("Content") is prohibited. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring in any manner, whether by implication, estoppel or otherwise, any title or ownership of, or exclusive use-rights to, any intellectual property or other right and any goodwill associated therewith these Terms and User License also govern any updates to, or supplements or replacements for, the Application, unless separate terms accompany such updates, supplements, or replacements, in which case the separate terms will apply.

Acceptable Use

User's use of the Application, any Content, and any information provided by the User including user names and passwords, addresses, e-mail addresses, phone number, financial information (such as credit card numbers), information related to the Jump Start Rewards, or GPS location ("User Information") transmitted in connection with the Application is limited to the contemplated functionality of the Application. In no event may the Application be used in a manner that (a) harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any other party (including but not limited to rights of publicity or other proprietary rights); (b) is unlawful, fraudulent, or deceptive; (c) provides sensitive personal information unless specifically requested by Us, (d) includes spam or any unsolicited advertising; (e) uses technology or other means to access Us or Our Content that is not authorized by Us; (f) uses or launches any automated system, including without limitation, "robots," "spiders," or "offline readers," to access Us or Our Content; (g) attempts to introduce viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment; (h) attempts to gain unauthorized access to Our computer network or user accounts; (i) encourages conduct that would constitute a criminal offense or that gives rise to civil liability; (j) violates these Terms; (k) attempts to damage, disable, overburden, or impair Our servers or networks; (l) impersonates any person or entity or otherwise misrepresents your identity or affiliation with another person or entity; or (m) fails to comply with applicable third party terms (collectively "Acceptable

Use"). We reserve the right, in its sole discretion, to terminate any User License, terminate any User's participation in this program that we reasonably believe is or might be in violation of these Terms, Apple Terms, or Our policies. Our failure or delay in taking such actions does not constitute a waiver of its rights to enforce these Terms. We request that Users not use the Application while driving.

Indemnification

The User agrees to defend, indemnify, and hold harmless us, our parent, subsidiary and other affiliated companies, independent contractors, service providers and consultants, and their respective employees, contractors, agents, officers, and directors ("Our Indemnitees") from any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses (including attorneys' fees) ("Claims") that arise from or relate to the User's use of the Application, Content or the Jump Start Rewards (except to the extent caused by Our material failure to perform under the express obligations of these Terms) or your violation of these Terms, or violation of any rights of a third party, including User's infringement of any intellectual property or other right or policy of us or any person. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by the User, in which event the User will cooperate in asserting any available defenses. In the event of any third-party claim that the Application or User's possession and use of the Application infringes that third party's intellectual property right, we, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.

WARRANTIES; DISCLAIMERS

WE ARE PROVIDING THE APPLICATION TO THE USER "AS IS" AND THE USER IS USING THE APPLICATION AT HIS OR HER OWN RISK. TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, JUMP START GROUP DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES THAT THE APPLICATION IS MERCHANTABLE, RELIABLE, AVAILABLE, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, NON-INFRINGEMENT, FREE OF DEFECTS OR VIRUSES, ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, THAT THE USE OF THE APPLICATION BY THE USER IS IN COMPLIANCE WITH LAWS APPLICABLE TO THE USER, THAT USER INFORMATION OR ORDERS TRANSMITTED IN CONNECTION WITH THE APPLICATION WILL BE SUCCESSFULLY, ACCURATELY, OR SECURELY TRANSMITTED OR RECEIVED, THAT ORDERS WILL BE AS PLACED OR READY AT THE SUGGESTED TIME, OR THAT ANY PARTICULAR ITEM ORDERED WILL BE AVAILABLE. THE MATERIALS AND INFORMATION IN THE APPLICATION MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. NOTWITHSTANDING THE FOREGOING, NONE OF THE DISCLAIMERS IN THIS PARAGRAPH SHALL APPLY TO WARRANTIES RELATED TO PERSONAL INJURY.

In the event of any failure of the Application to conform to any applicable warranty, User may notify Apple, and Apple will be responsible to refund the purchase price for the Application to the User, if applicable and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Our sole responsibility. Additionally, Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application. We, not Apple, are responsible for addressing any claims of the User or any third party relating to this Application or User's possession and/or use of the Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

LIMITATION OF LIABILITY

SUBJECT TO APPLICABLE LAW, INCLUDING WITH RESPECT TO LIABILITY FOR PERSONAL INJURY OR NON-WAIVABLE STATUTORY RIGHTS, IN NO EVENT SHALL WE OR OUR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS OR AGENTS (A) BE LIABLE TO THE USER WITH RESPECT TO USE OF THE APPLICATION, INCLUDING WITHOUT LIMITATION PARTICIPATION IN MOBILE PAYMENT, MOP, OR VOICE ORDERING, THE CONTENT OR THE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE APPLICATION, OR ANY DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO OUR RECORDS, PROGRAMS OR SERVICES; AND (B) BE LIABLE TO THE USER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOSS, THEFT OR CORRUPTION OF USER INFORMATION, THE INABILITY TO USE THE APPLICATION OR ANY OF ITS FEATURES OR DEVICE FAILURE OR MALFUNCTION. THE USER'S SOLE REMEDY IS TO CEASE USE OF THE APPLICATION OR TO CEASE PARTICIPATION IN THE APPLICATION. OUR MAXIMUM LIABILITY, AND THE MAXIMUM LIABILITY OF OUR AFFILIATES AND ANY OF OUR OR THEIR RESPECTIVE OFFICERS AND DIRECTORS FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE, SHALL BE FIFTY DOLLARS (\$50.00).

YOUR JURISDICTION MAY NOT ALLOW THE LIMITATION OF LIABILITY IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THESE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

THIRD PARTY CONTENT, APPLICATIONS, PRODUCTS AND SERVICES (INCLUDING ADVERTISING AND PROMOTIONS)

We may provide third party content in the Application (including embedded content) or links to third party content, applications, products and services, including advertisements and promotions (collectively, "Third Party Content") as a service to those interested in this information. We do not control, endorse or adopt any Third-Party Content, including that the inclusion of any link does not imply affiliation, endorsement or adoption by Us of any application or any information contained therein, and can make no guarantee as to its accuracy or completeness. You acknowledge and agree that we are not responsible or liable in any manner for any Third-Party Content and undertakes no responsibility to update or review such Third-Party Content. You agree to use such Third-Party Content contained therein at your own risk. When you use other applications via Third-Party Content or participate in promotions or business dealings with third parties, you should understand that our terms and policies no longer govern, and that the terms and policies of those third-party applications will now apply. You should review the applicable terms and policies, including privacy and data gathering practices, of any application to which you navigate from our Application. You must comply with any applicable third-party terms when using the Application.

MODIFICATIONS TO THE APPLICATION

We reserve the right to modify or discontinue, temporarily or permanently, the Application or any features or portions thereof without prior notice. You agree that we will not be liable for any modification, suspension or discontinuance of the Application or any part thereof.

Terms Common To All Agreements

Electronic Notifications

Jump Start and/or Partners will provide you with all disclosures, policies, notices and other communications about the Service, including this Agreement, in electronic form, and we will provide revisions and amendments to this Agreement, and such other information, including but not limited to information under Regulation E and other laws and regulations, electronically as a part of the Agreement or otherwise as a part of the Service. We will provide all future notices by posting them on our website or by email. By accepting this Agreement, you are also consenting to accept documents electronically that relate to all future transactions you conduct using this Service.

We will provide you with notices, amendments to this Agreement, and other communications in electronic form rather than in paper form. We will send you an email when a notice is first posted to the website, letting you know that a notice is now available to you for pick-up. The notices will be stored in the confidential section of our website and they will be available to you for at least 180 days following the date the notice is first posted for pick-up or the date we send the email to you, whichever is later. To access the notices, you will need to use the security procedures used as part of the Service. Paper copies of the electronic records described above will be made available to you only if you specifically request a copy. You can request a copy of an electronic record by contacting us at the contact information provided at the end of these enrollment terms and conditions.

After you have consented to this Agreement, you may withdraw your consent to receive electronic records at any time by contacting us at the contact information provided at the end of these enrollment terms and conditions.

Use of the Service requires Jump Start to maintain your current email address. You agree to provide Jump Start with any updated information needed in order for us to be able to provide you with electronic records from time to time and at any time. This includes, but is not limited to, providing Jump Start with any changes to your email address by contacting us at the contact information provided at the end of these enrollment terms and conditions. In order to access, view, and retain electronic documents that we make available to you, you must have: Access to the internet via a personal computer installed with a web browser software.

You may print and retain a copy of the Agreement or any other notices or communication. However, we only provide these documents electronically. You can obtain a copy of the most recent agreement at a later date by going to the disclosure section on the login screen.

If we change the minimum hardware or software requirements needed to access or retain electronic records, and the change creates a material risk that you will not be able to access or retain a subsequent record, then we will let you know about the change(s) before the change(s) takes effect and let you know what the new requirements are.

By checking the authorization box in the Payment Card Enrollment Application screen, you are thereby accepting and agree to be bound by the above terms and conditions. By providing your consent to this Agreement, you also confirm that you are able to access all of the disclosures, records and other information provided to you in electronic form.

Arbitration

Please read this section carefully. It affects rights that you may otherwise have. It provides for resolution of most disputes through arbitration instead of court trials and class actions. Arbitration is more informal than a lawsuit in court, uses a neutral arbitrator instead of a judge or jury, and discovery is more limited. Arbitration is final and binding and subject to only very limited review by a court. This arbitration clause shall survive termination of this Agreement.

Binding Arbitration

This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of or relating to this Agreement, and your relationship with us. Any dispute or claim arising out of or relating to this Agreement or use of the Card and your relationship with Us or any subsidiary, parent or affiliate company or companies (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration, except that either of us may take claims to small claims court if they qualify for hearing by such a court.

Opt-Out

Notwithstanding the above, you may choose to pursue your claim in court and not by arbitration if you opt out of this arbitration provision within 30 days from signing up for the Jump Start Rewards (the "Opt Out Deadline"). You may opt out of these arbitration procedures by sending us a written notice that you opt out to the following address: Jump Start PO Box 2399, Binghamton, NY 13902. Any opt-out received after the Opt Out Deadline (allowing three (3) additional days for mailing) will not be valid and you must pursue your claim in arbitration or small claims court.

Arbitration Procedures

For all disputes, whether pursued in court or arbitration, you must first send a written description of your claim to our Customer Service department to allow us an opportunity to resolve the dispute. You and we each agree to negotiate your claim in good faith. You may request arbitration if your claim or dispute cannot be resolved within 60 days.

The arbitration of any dispute or claim shall be conducted in accordance with the rules of the American Arbitration Association ("AAA"), including the AAA's Consumer Arbitration Rules (as applicable), as modified by this Agreement. The AAA Rules and information about arbitration and fees are available online at www.adr.org. You and we agree that this Agreement evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the U.S. Federal Arbitration Act and federal arbitration law, and not governed by state law. Any arbitration will be held in a reasonably convenient location in the state in which you reside or at another mutually agreed location. The arbitration will be conducted in the English language. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief to the extent required to satisfy your individual claim, and must follow and enforce this Agreement as a court would. Any arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction.

Costs of Arbitration

Upon filing of the arbitration demand, we will pay all filing, administration and arbitrator fees other than the initial \$200 filing fee, and for claims of less than \$1,000, we will reimburse you for the filing fee within 30 days of receiving a written request from you. Each party will bear the fees and expense of its own attorneys, experts, witnesses and preparation and presentation of evidence at the arbitration. However, for claims under \$10,000 as to which you provided notice and negotiated in good faith as required above before initiating arbitration, if the arbitrator finds you are the prevailing party in the arbitration, you will be entitled to a recovery of reasonable attorneys' fees and costs. Except for claims determined to be frivolous, we agree not to seek an award of attorneys' fees in arbitration even if an award is otherwise available under applicable law.

Class Action Waiver and Jury Waiver

You and we each agree that any proceeding, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. If a court or arbitrator determines in an action between

you and us that this class action waiver is unenforceable, the arbitration agreement will be void as to you. If you opt out of the arbitration provision as specified above, this class action waiver provision will not apply to you. Neither you, nor any other consumer, can be a class representative, class member, or otherwise participate in a class, consolidated or representative proceeding without having complied with the opt out procedure set forth above. If for any reason a claim proceeds in court rather than through arbitration, you and we each waive any right to a jury trial.

Governing Law - Kansas

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas notwithstanding any conflict of law rules.

Disclaimers and Limits of Liability

We and our affiliates make no representations, warranties or conditions of any kind, express or implied, with respect to the Rewards or the App, 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. We do not represent or warrant that your Rewards or the App will always be accessible or accepted.

In the event that we or our 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 Rewards. We and our 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 this Agreement, 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 we or our affiliates have any liability for unauthorized access to, or alteration, theft or destruction of a Rewards account or the App 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 this Agreement. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

Assignment

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

Entire Agreement, Construction

This Agreement is the complete and exclusive statement of agreement between you and Jump Start Stores and supersedes and merges all prior proposals and all other agreements governing your Rewards account. If any provision of this Agreement, other than the Class Action Waiver in the Arbitration provision above, is determined to be illegal or unenforceable, that provision will be eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

Third Party Beneficiary

Apple and Apple's subsidiaries are third party beneficiaries of these Terms. Upon User's acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against User as a third-party beneficiary thereof.

Termination

Notwithstanding any of these Terms, we reserve the right, without notice and in its sole discretion, to terminate your license to use the Application and to block or prevent your future access to and use of the Application. Our failure or delay in taking such actions does not constitute a waiver of its rights to enforce these Terms.

Changes

We reserve the right to change or modify these Terms or any other policies related to use of the Application at any time and at its sole discretion by changing these Terms within the Application or by posting revisions on our website. Continued use of the Application following such changes or modifications to the Terms or other policies will constitute acceptance of such changes or modifications. If you do not agree to such changes or modifications, you should uninstall the Application immediately.

Severability

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

This Agreement contains all of the terms and conditions between Jump Start and you ("User") and governs the use of the service offered at the Website, including but not limited to domains and extensions at www.jumpstartstores.com (the "Website") and the Mobile Applications. Please read this Agreement before using the Website or Mobile Applications. Use of the Website or mobile apps constitutes an agreement with these Terms & Conditions (this "Agreement"), whether or not you register with . If you wish to register and make use of the service (the "Service"), then please read this Agreement. By using this Website or the Mobile Application, all Users do hereby represent, warrant, understand, agree to and accept all terms and conditions contained herein. If you object to anything in this Agreement or the Privacy Policy do not use the Website, Mobile Application, or the Service.

ACCEPTANCE OF TERMS & CONDITIONS AGREEMENT. This Agreement is an electronic contract that sets out the legally binding terms of your use of the Website and the Service. This Agreement may be modified by from time to time, such modifications to be effective upon posting by on the Website. This Agreement includes the Privacy Policy, available below, and any other policy as expressly designated by from time to time (any policies incorporated into this Agreement will be made available to Users). By accessing the Website or becoming a registered user, you accept this Agreement and agree to the terms, conditions and notices contained or referenced herein. In addition, by accessing the Website, using the Mobile Applications, or becoming a registered user, you consent to having this Agreement provided to you in electronic form.

VENUE. The Website and Mobile Applications are communications platforms for enabling connections between customers ("Customers") and businesses ("Merchants") seeking products or services. does not assume any responsibility for the accuracy or reliability of any information provided by Customers or Merchants on this Website or on the Mobile Applications. does not assume and expressly disclaims any liability that may result from the use of this information. is not responsible for the conduct, whether online or offline, of any User of the Website, the Mobile Applications, or of the Service. All Users including both Customers and Merchants do hereby expressly agree not to

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