

Retailer Terms and Conditions

ASTRO LOYALTY LLC

RETAILER TERMS AND CONDITIONS

Revised Terms and Conditions effective: July 1st, 2019

Subject to the terms and conditions set forth below, retailers who participate in the Astro Loyalty Program will supply an electronic loyalty program or programs to customers on behalf of manufacturers and the retailer.

By applying to become a Participating Astro Subscriber in a Astro Loyalty program or programs, the Retailer agrees to the following terms:

1. Definitions:

- Participating Astro Subscriber or Retailer- A retail pet product stores or store chains and a veterinarian hospital who participate in a specific program or programs and with specific manufacturers. A Participating Astro Subscriber or Retailer may offer Members related programs not associated with a specific manufacturer.
- Members - Individuals or families (i) who have a pet or pets, and (ii) who register and are eligible to participate in the Astro Loyalty Program, and consent to their information being used by Astro or Participating Manufacturers in connection with the program. Members will not be charged any fee for participating in the Astro Loyalty Program. Information about the Members pet(s) may be provided when the Member registers.
- Member Account/Member Key - Each Member account is tied to a phone number and or email address. An account may have multiple members. A family may have multiple accounts within a household (however, a separate phone number or email address will be needed for each account).
- Participating Manufacturers - Manufacturers who design and apply programs through Participating Astro Subscriber. Neither the Participating Astro Subscribers nor Astro Loyalty LLC ("Astro") are responsible for the design or completion of programs.
- Awards Benefit - Awards are based on purchases from manufacturers. For example, a Manufacturer or a Participating Astro Subscriber program could allow a Member to buy 5 specific products within a loyalty program and then get one free.
- Points Benefit - points are earned and cashed in for Participating Astro Subscriber services (where applicable).
- Marketing Programs in the Astro Loyalty Program include:
 - Astro Frequent Buyer - Rewards are free product based on purchases of Participating Manufacturers' products on more than one visit.
Example - Pet food frequent purchase programs
 - Astro Offer - Rewards are free product awarded at single visit. Example - buy one get one free
 - Astro Instant Rebate - Reward is cash based on a qualifying product. Example - Three dollars off purchase.
- Marketing Suite Services include:
 - Email Service – marketing emails to Members

- Text Service - SMS texts to Members
- Mobile app push notifications to Members

2. Programs and Services: Retailer shall pay to Astro a fee per month to offer either retailer initiated or Participating Manufacturer initiated programs and services. Fees are recurring and must be set up for recurring payment with credit card.

- Retailer is responsible for providing all necessary hardware and software to participate in Astro Loyalty including but not limited to, internet access, internet browser supported by as Astro as outlined in Astro Loyalty support pages. and for paying all third party access charges (e.g., Internet Service Provider, telecommunications).
- Kiosk and Stand (Optional) - Retailer is responsible for providing appropriate Kiosk hardware, software and stand as outlined in the Astro Loyalty Support pages.
- Retailer has the option as to which Manufacturer programs, if any, it will participate in.
- Members may participate in Astro Loyalty with multiple Astro subscribers, including retailers and veterinary hospitals.
- Astro sponsored manufacturer programs cannot be fulfilled at non-affiliated multiple subscriber locations unless expressly outlined in the manufacturer terms and conditions.
- Astro Loyalty is designed to enhance any current programs. Where applicable, current programs may be transferred to Astro Loyalty's electronic platform.
- Retailer is responsible for applying all program rules including obtaining consent of Member on a yearly basis for use the Member's information in connection with such program.
- Retailer agrees to administer the following Member rules:
 - Awards and benefits are often based on purchases. However, no purchase is necessary for a Member to register.
 - Members must be 18 years of age or older to register and participate.
 - Registration is currently limited to companies or individuals located only in the United States of America, U.S. territories, or Canada.
 - Participating Astro Subscriber and Astro Loyalty administration reserve the right to deny any member approval for participation.
- Retailer agrees to capture the following Member information with consent of the Member:
 - First and Last name
 - Email address
 - Phone number
 - Optional Pet information - species, type (breed, if applicable) and age
- Programs are designed for individual stores or store chains. Points and awards are not transferrable.
- Members may cancel their account at any time by notifying their participating retailer or through the Astro loyalty support page at www.astroloyalty.com Members may logon to check their status with programs or to view other programs and offers through a Participating Astro Subscriber.

- A Participating Astro Subscriber has the ability to administer programs as well as subscriber designed programs depending on level of subscription.
- Retailer agrees to the terms and conditions of each program set forth by the Participating Manufacturer. For certain specific programs, additional sales evidence in the form of invoice and other documents may be required for certain redemptions, or distributor and/ or Manufacturer sales data may be used to validate purchases.
- Frequent Buyer Pricing - \$45.00/month/location.
- Custom Program Pricing - \$20.00/month/location
- Points Platform Pricing - \$15.00/month/location
- Marketing Suite Services Pricing – In addition to the SMS Text Messaging Pricing as shown below, the pricing for the Astro Marketing Suite is determined two ways:

1. Based on the number of customers in the Astro database – see grid below.

- * Up to 500: \$35.00
- * From 501-2000: \$45.00
- * From 2001-5000: \$65.00
- * Over 5001: \$85.00
- * Over 10,000: Price quoted separately

OR

2. Based on a \$5.00 per month fee for each location over the first location.

Pricing is automatically calculated and billed each month. Rates will increase or decrease to the corresponding level automatically each billing cycle.

- Additional Marketing Suite SMS Text Messaging Pricing - SMS text messages are billed at \$.035 per segment. One segment equals each sent message and received message. For example, if a retailer sends a text message to a customer, that equals one segment. If the customer responds to the text message including opt-outs, that also equals a segment.

Retailers must prepay and configure auto-reload settings in order to send text messages. Retailers are responsible for any text message segments over the current pre-paid amount.

- Marketing Suite Restrictions on Number of Emails and SMS Text Messages- Only one email and one SMS Text Message can be sent to a Member every seven days. If a Member has received an email or text from Retailer in the past seven days, then Astro will exclude that email from Retailer's list automatically.
- Retailer agrees that, in addition to the Retailer Terms and Conditions, it is subject to the Astro Loyalty Terms of Participation and Use and Astro Loyalty Privacy Policy located at www.astroloyalty.com. The Retailer Terms and Conditions shall control in the event of any conflict.
- By participating in Astro Loyalty, Retailer agrees to consider all pertinent Manufacturer programs. Astro reserves the right for any reason, and at any time, to deny or terminate its services (the "Services"). If Astro terminates its Services all member information will be returned to subscriber and removed from Astro database.

3. General Information on Manufacturer Programs: By offering programs, Manufacturers have agreed to fulfill offered program awards within the posted time frame. Manufacturers and/or distributors are responsible for delivering free goods as applicable. Participating Astro Subscribers are, in turn, responsible for applying earned awards. Astro Loyalty tracks progress towards awards earned and distributed, however, Participating Astro Subscribers may be asked to supply any additional sales information to support award qualifications.

4. Additional Terms and Conditions on Marketing Suite Services:

4.1 Service Availability. The Marketing Suite Services include email, text or mobile app push notifications initiated by Retailer or sent to Retailer by others through different routes, and the level of reliability and support for special features varies according to the route. Retailer is responsible for obtaining and maintaining all computer hardware, software, and communications equipment needed to access such Services and for paying all access charges (e.g., Internet Service Provider, telecommunications) incurred while using such Services.

Astro Loyalty is not responsible for the final delivery of any communication initiated through Astro Loyalty's Marketing Suite Services.

Astro Loyalty transmits text messages, mobile app notifications and email messages via major telecommunications companies, third party platforms and mobile network operators, and thus Astro Loyalty's influence over the timing of the transmission of messages and texts is only within the technical constraints imposed upon Astro Loyalty. Astro Loyalty is not liable for any loss incurred by the failure of a message or texts to be delivered, and Retailer acknowledges that damages for financial or other loss resulting from delivery failure cannot be claimed from Astro Loyalty for any such non-deliveries. Furthermore, Retailer agrees that message and text contents are deemed to have zero value.

4.2 Compliance with the Law. Retailer agrees to familiarize itself with and abide by all applicable local, state, national, and international laws and regulations pertaining to its use of any of the Marketing Suite Services. Retailer is solely responsible for all acts or omissions that occur under its account, including, without limitation, the content of the messages and texts that are created and initiated through such Services. The Telephone Consumer Protection Act (TCPA), Federal Trade Commission and Federal Communications Commission rules, the National DNC list registry rules, and various state laws, rules, and regulations place restrictions on certain types of phone calls and text messages. Without limiting the foregoing, Retailer agrees to familiarize itself with the legal requirements triggered by any messages, calls, texts, broadcasts, and campaigns transmitted through the Astro Loyalty Marketing Suite Services by visiting the following websites:

Federal Trade Commission, <https://www.ftc.gov>

Federal Communications Commission, <https://www.fcc.gov/>

National Do Not Call (DNC) Registry, <https://www.donotcall.gov>

Astro Loyalty is in no way attempting to interpret any laws, rules, or regulations. This information is provided merely as a courtesy, and it is not intended to replace Retailer's

responsibility to familiarize itself with and abide by the legal requirements pertaining to its messages, texts, and campaigns prior to using the Astro Loyalty Website or Marketing Suite Services. Retailer is ultimately responsible to make its own informed decisions regarding its messages, texts, and campaigns.

4.3 Communications with Members. Retailer represents and warrants that the owners of the email addresses and phone numbers to which Retailer initiates messages or texts through the Astro Loyalty Marketing Suite Services have consented or opted-in to the receipt of such messages and texts within the preceding 12 months, and as otherwise required by any applicable law or regulation. Retailer agrees that it will include clear opt-out/unsubscribe information in its messages or texts when required to do so by any applicable law or regulation, and that Retailer will otherwise adhere to the Consumer Best Practices Guidelines promulgated by the Mobile Marketing Association, if it is applicable to such messages and texts.

Retailer further agrees that any individuals requesting Do-Not-Call (“DNC”) status shall be immediately placed on its DNC accounts list and Retailer further agree that it will not initiate any further messages or texts to any individuals after they request DNC status.

4.4 Prohibited Uses of Marketing Suite Services. Retailer agrees that its use of any of the Marketing Suite Services shall not include:

- Sending unsolicited marketing messages or texts (i.e., spam);
- Sending any prohibited calls to life-line services, such as hospitals, fire, police, 911, or utility- related telephone numbers;
- Using strings of numbers, as it is unlawful to engage two or more lines of a multi-line business;
- Collecting information about others without their consent;
- Misleading others as to the identity of the sender of messages or texts by creating a false identity, impersonating the identity of someone/something else, or by providing contact details that do not belong to Retailer;
- Transmitting, associating, or publishing any unlawful, racist, harassing, defamatory, abusive, threatening, demeaning, immoral, harmful, vulgar, obscene, pornographic, or otherwise objectionable material of any kind;
- Transmitting any material that may infringe upon the intellectual property rights of third parties, including trademarks, copyrights, and right of publicity;
- Transmitting any material that contains viruses, trojan horses, worms, time bombs, cancel-bots, or any other harmful or deleterious programs;
- Interfering with, or disrupting, networks connected to the Marketing Suite Services or violating the regulations, policies, or procedures of such networks;
- Interfering with, or disrupting, networks connected to the Marketing Suite Services or violating the regulations, policies, or procedures of such networks;

- Interfering with another's use and enjoyment of the Marketing Suite Services; or
- Engaging in any other activity that Astro Loyalty believes could subject it to criminal or civil liability.

4.5 Other Limitations on Marketing Suite Services. The following is a list of prohibitions and limitations on Retailer's use of Astro Loyalty Marketing Suite Services.

- Retailer will not attempt to use any of the Marketing Suite Services to access or allow access to Emergency Services.
- Except as allowed by applicable law, Retailer will not reverse engineer, decompile, disassemble, derive, or otherwise create, attempt to create or derive, or assist any third party to create or derive the source code of any software provided in connection with the Marketing Suite Services.

4.6 Customer of Record. Retailer acknowledges that Astro Loyalty is the "customer of record" for all phone numbers provided as part of the Marketing Suite Services. As the customer of record, Astro Loyalty has certain rights with respect to porting phone numbers. Retailer understands and agrees that it may use the phone numbers provided as part of the Marketing Suite Services. Unless otherwise required by law, Astro Loyalty reserves the right to refuse to allow Retailer to port away any phone number in Astro Loyalty's sole discretion.

5. Retailer's Intellectual Property: In connection with information and materials that Retailer provides to Astro Loyalty, Retailer warrants and represents that it has all rights, title, and interests necessary to provide such content to Astro Loyalty and that the provision of such content to Astro Loyalty does not infringe any third party's proprietary or personal rights, including, but not limited to, any trademark, copyright, patent, or trade secret. By providing any such information or materials to Astro Loyalty, Retailer grants to Astro Loyalty an unrestricted, irrevocable, worldwide, royalty-free, perpetual license to use, reproduce, display, publicly perform, transmit, make derivative works of, and distribute such information and materials in connection with the provision of the Services.

6. Astro Loyalty's Intellectual Property: Retailer permitted to access the Astro Loyalty Services and any content provided by Astro Loyalty (which may include text, images, hosted software, sound files, video, or other content and which may be provided via the Astro Loyalty Website, Marketing Suite Service or otherwise) solely for the purpose of receiving information about Astro Loyalty's business and products, purchasing and utilizing Astro Loyalty Services. Astro Loyalty hereby grants a worldwide, fully paid-up, perpetual, non-exclusive, non-transferable license to Retailer to use the Astro Loyalty Services solely for that purpose.

Astro Loyalty may have copyrights, trademarks, patents, trade secrets, or other intellectual property rights covering subject matter in the Services, including the web pages that are part of the Services and the Astro Loyalty Website. Except as expressly provided in these Terms, the availability of the Services and the Astro Loyalty Website does not give Retailer any license to these patents, trademarks, copyrights, or other intellectual property. All copyrights, trademarks, patents, trade secrets, and other intellectual proprietary rights contained in the Astro Loyalty Services are the sole property of Astro Loyalty or its licensors, each of whom reserves all rights

with regard to such materials. Retailer acknowledges and agrees that it may not copy, reproduce, retransmit, modify, alter, create any derivative works, reverse engineer, decompile, or disassemble any portion of the Services or Website, including any proprietary communications protocol used by the Services or Website without the express written permission of Astro Loyalty. All other trademarks or trade names are the property of their respective owners, and such material may not be copied, downloaded, redistributed, modified, or otherwise exploited, in whole or in part, without the permission of the owner.

7. Communications about Astro Loyalty Services: By creating an account with Astro Loyalty, you agree that Astro Loyalty may contact Retailer via calls, text messages, or email to provide information about its account, transactions, and/or the Astro Loyalty Services.

8. Payments: Retailer's use of Astro Loyalty Services is contingent on payments for such use, in the amounts herein and using the methods indicated on the Astro Loyalty Website. Retailer is responsible for paying for any message or text it attempts to send to any email address or phone number, regardless of whether the message or text is actually received by the intended recipient. As Astro Loyalty is dependent on other entities for the delivery of Retailer's messages and text, its price per credit may require adjustment in order to account for costs that are not in Astro Loyalty's control. Accordingly, Astro Loyalty may adjust its prices from time to time and without prior notice.

Astro Loyalty will charge Retailer's indicated method of payment for the Astro Loyalty Services. Amounts to be charged may include sales and other taxes, where applicable, and any other amounts indicated on its Website or in its terms. If Retailer has elected to make a payment by credit card and Astro Loyalty does not receive payment from the credit card issuer, Retailer agrees to pay all amounts due immediately upon demand by Astro Loyalty.

To the extent that Retailer is responsible for any additional taxes or fees beyond those collected by Astro Loyalty, Retailer agrees to pay such taxes or fee to any applicable taxing authority when due, including any interest or penalties assessed.

Astro Loyalty shall not be responsible for any errors or transmission failures with regard to the charging and collection of funds from Retailer's indicated payment method, nor for any actions taken by the provider of the payment method Retailer chooses (which could include refusal to authorize the charge). In addition to these Terms, any payments made by Retailer may be subject to the agreement between Retailer and the provider of the payment method. Under no circumstances will Retailer be entitled to a refund for services provided by Astro Loyalty.

9. Credits: Credits are paperless vouchers that Retailer purchases and which facilitate the transmission of the Astro Loyalty Services. Both the chosen route and the destination of a message or text impact the amount of credits required for each transmission of Astro Loyalty Services. Additionally, the value of credits may change over time as the cost of transmission changes, and thus Retailer acknowledges that the number of credits needed to utilize the Services may change correspondingly. The pricing information, however, will always be made known beforehand through the Pricing Pages on the Astro Loyalty Website. The submission of a message or text will cause an associated quantity of credits to be debited from Retailer's account.

10. Returns and Updates:

- Returns: reward points or credits earned for purchases are directly affected by returns of participating products.

- Updated terms and conditions
 - All changes will be shown to participants.
 - These Terms and Conditions, the Privacy Policy and the Terms of Participation and Use may be modified from time to time by Astro Loyalty.
 - Continued access of the Web Site or use of the Marketing Suit Services by Participating Astro Subscriber will constitute its acceptance of any such changes or revisions.
 - Participating Astro Subscribers failure to follow these rules, whether listed here within or posted at various points in the Web Site, may result in suspension or termination of its access to the Site, without notice, in addition to any other remedies that Astro Loyalty may have.

11. Member Information: Astro collects and holds personal information regarding Members provided by Participating Astro Subscribers and customers. Astro acknowledges and agrees that Member information provided by a Subscriber shall be considered property of such Subscriber. However, such Subscriber property shall not include Member information submitted directly by the customer or by another Subscriber. Failure to provide personal and pet information may disqualify a person from being able to participate as a Member in Astro Loyalty.

Member information is shared with Participating Manufacturers per the terms of each program. This information will include first name, last name, and may include email address, phone number and address as required by such Participating Manufacturer to participate in the program. Please see terms and conditions of each program. A Participating Manufacturer may use Member information as agreed in its master services agreement with Astro.

A Participating Manufacturer may require additional information for participation in specific programs or for all programs such as additional address and contact information. This information is to be used for promotion of the Participating Manufacturer's products via the Participating Astro Subscriber who signed up the Member for the program or was identified by the Member as the Participating Astro Subscriber who referred the member to the program. Each Participating Manufacturer has agreed to not intentionally use Membership information to promote purchases at any outlet other than the Participating Astro Subscriber who was source of the data or the referral. Astro will not share Member information that is property of a Participating Astro Subscriber with any third party except authorized fulfillment partners without prior written consent of such Subscriber.

In the event of a change to the current laws, Astro and the Participating Astro Subscribers reserve the right to cancel any Member.

12. No Warranty; Limitation of Liability: Astro Loyalty reserves the right to modify, suspend, or discontinue the offering of any of the Astro Loyalty Services at any time and for any reason without prior notice. Further, while Astro Loyalty utilizes electronic and physical security to reduce the risk of improper access to or manipulation of data during transmission and storage, Astro Loyalty cannot guarantee the security or integrity of the data and shall not be liable for breaches of security or integrity, third-party interception in transit, or any damage caused to Retailer's computer or other property by Retailer's use of the Astro Loyalty Services.

Retailer acknowledges that text messages and voice broadcasts are transmitted unencrypted and that eavesdropping of communications by third parties is possible. Astro Loyalty recommends that Retailer ensure sensitive and valuable information is communicated by a protected and/or encrypted method.

Astro Loyalty shall use commercially reasonable efforts to make access to the Services available through the required access protocols, but makes no warranty or guarantee that (i) the Services will be available at any particular time; or (ii) Retailer will be able to access the Services at any particular time or from any particular location. Astro Loyalty will not be liable for any act or omission of any other company or companies furnishing a portion of the Services (including, without limitation communications carriers or ISPs); for any act or omission of a third party (including those vendors participating in Astro Loyalty offerings made to Retailer); for equipment that Astro Loyalty does not furnish; or for damages that result from the operation of customer-provided systems, equipment, facilities, or services that are interconnected with the Service.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE ASTRO LOYALTY SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT ANY WARRANTIES OR CONDITIONS WHATSOEVER, EXPRESS OR IMPLIED. NOTWITHSTANDING THE FOREGOING OR ANY STATEMENT TO THE CONTRARY CONTAINED IN THESE TERMS, ASTRO LOYALTY DOES NOT WARRANT THAT THE USE OF THE ASTRO LOYALTY SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, INCLUDING, BUT NOT LIMITED, TO ANY INTERRUPTIONS TO THE SERVICES CAUSED BY THE INTENTIONAL AND/OR MALICIOUS ACTS OF THIRD PARTIES (E.G., HACKING), NOR SHALL ASTRO LOYALTY BE RESPONSIBLE FOR ANY DATA LOSS OR LOSS OF ANY INFORMATION IN RETAILER’S ACCOUNT, REGARDLESS OF THE CAUSE. ASTRO LOYALTY ALSO MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM RETAILER’S USE OF THE SERVICES OR THAT THE ASTRO LOYALTY SERVICES WILL MEET ANY OF RETAILER’S SPECIFIC REQUIREMENTS OTHER THAN AS MAY BE EXPRESSLY SET FORTH IN THESE TERMS.

ASTRO LOYALTY MAKES NO REPRESENTATIONS OR WARRANTIES AND HEREBY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY, OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE MATERIAL, SERVICE, SOFTWARE, TEXT, GRAPHICS OR LINKS, AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, AND WARRANTIES RELATED TO THIRDPARTY EQUIPMENT, MATERIAL, SERVICES, OR SOFTWARE. TO THE EXTENT THIS DISCLAIMER CONFLICTS WITH APPLICABLE LAW, THE SCOPE AND DURATION OF ANY APPLICABLE WARRANTY WILL BE THE MINIMUM PERMITTED UNDER THAT LAW.

ASTRO LOYALTY SHALL NOT BE LIABLE TO RETAILER OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES

(INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING FROM LOSS OF USE OR LOST BUSINESS, LOSS OF OPPORTUNITY, LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF DAMAGE TO OR CORRUPTION OF DATA OR LOSS OF GOODWILL), OR FOR ANY COST OF PROCUREMENT OF SUBSTITUTE SERVICES ARISING IN CONNECTION WITH THESE TERMS, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHER ACTIONS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF RETAILER'S USE OF THE ASTRO LOYALTY SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING OF EQUIPMENT, SOFTWARE, OR DATA, ASTRO LOYALTY IS NOT RESPONSIBLE FOR THOSE COSTS. ASTRO LOYALTY'S TOTAL LIABILITY ARISING OUT OF RETAILER'S USE OF THE ASTRO LOYALTY SERVICES FOR DIRECT DAMAGES SHALL NOT, IN THE AGGREGATE, EXCEED AN AMOUNT EQUAL TO THE MONTHLY TRANSACTION FEE PAID BY RETAILER TO ASTRO LOYALTY HEREUNDER.

13. Additional Retailer Warranties; Indemnification: Retailer warrants and represents to Astro Loyalty that Retailer have all necessary rights, power, and authority to agree to these Terms and perform Retailer's obligations hereunder and that nothing contained in these Terms or in the performance of these obligations will place Retailer in breach of any other contract or obligation. Retailer further warrant and represent that Retailer is and shall at all times remain in full compliance with all applicable laws, rules, and regulations with regard to Retailer's use of the Astro Loyalty Services, including, without limitation, the TCPA, the Telemarketing Sales Rule, the Controlling the Assault of Non-Solicited Pornography and Marketing (CAN-SPAM) Act of 2003, and all other laws and regulations concerning privacy, telemarketing, intellectual property, and Internet marketing.

Retailer agrees to indemnify and hold harmless Astro Loyalty and its affiliates, as well as each of their respective officers, directors, shareholders, employees, agents, contractors, representatives, content providers, and service providers, from and against any and all losses, claims, obligations, liabilities, damages, settlements, costs, and expenses (including, but not limited to, consequential damages, incidental damages, special damages, disbursements, and attorneys' fees, including attorneys' fees incurred from counsel selected by Astro Loyalty in its sole discretion) arising from or relating to any actual or threatened claim, suit, action, proceeding, third-party discovery demand, governmental investigation, or enforcement action based upon or arising out of Retailer's activities under these Terms or Retailer's acts or omissions in connection with any use by Retailer, an account belonging to Retailer, or a computer under Retailer's control, of the Astro Loyalty Services. Retailer acknowledges and agrees to be held liable for any and all damages caused to Astro Loyalty by Retailer as a result of any breach of Retailer's representations, warranties or obligations herein, or any violation of local, state, national, or international laws or regulations, including, but not limited to, those damages arising from Retailer's fraudulent, intentional, or unintentional harm, disability, unauthorized use of, or destruction to any and all equipment, licensing, and/or services provided by Astro Loyalty to Retailer.

Retailer agrees to cooperate as fully as reasonably required in the defense of any claim, suit, action, proceeding, third-party discovery demand, governmental investigation, or enforcement action.

Astro Loyalty reserves the right, at Retailer's expense, to assume the exclusive defense and control of any matter in which Retailer are a named party and in which Astro Loyalty would otherwise be subject to indemnification by Retailer. Retailer will also be liable to us for any costs and attorneys' fees Astro Loyalty incurs to successfully establish or enforce its right to indemnification under this Section.

14. Termination, Cancellation, and/or Suspension by Astro Loyalty: If Retailer breaches these Terms at any time, Astro Loyalty may elect to suspend, terminate, and/or cancel Retailer's use of the Services and/or recover any damages from Retailer arising from the event(s) giving rise to the suspension, termination, or cancellation. Astro Loyalty reserves the right to suspend the Services at any time and for any reason Astro Loyalty may deem necessary to continue to provide the Services in a way that may be hindered by Retailer's status as one of Astro Loyalty's clients, Retailer's financial status, or the content of the messages or broadcasts originating from Retailer.

Upon any such termination, cancellation, and/or suspension, Retailer is still responsible for any obligations then accrued. Retailer's obligation to pay all amounts accrued and owed by Retailer shall continue even after any suspension or cancellation of Retailer's access to the Services (in whole or in part). Upon termination, for any reason, Retailer agree to immediately cease using the Services and Astro Loyalty shall have no obligation to Retailer after any termination or cancellation of these Terms. Should such a termination take place when Retailer still has credits in Retailer's account, Retailer shall receive back, at Astro Loyalty's sole discretion, a fair monetary value of such credits, less any expenses that may be incurred by Astro Loyalty, including, without limitation, the payment of transfer duties, legal costs, third-party costs, and penalties.

The provisions regarding ownership, payments, warranties, and indemnifications will survive any suspension, termination, or cancellation of Retailer's use of the Services.

15. Termination by Retailer: Retailer is free to terminate or cancel Retailer's use of the Services at any time, and for any reason. If Retailer is on a monthly plan to pay for monthly, Retailer can cancel Retailer's use of the Services by contacting support@astroloyalty.com. Canceling service will stop future monthly subscription fee. Notwithstanding the foregoing, unless due to a breach solely by Astro Loyalty that it fails to cure within thirty (30) days of its receipt of Retailer's notice, in no event shall Astro Loyalty be obligated to refund to Retailer the reasonable value of any unused credits previously purchased by Retailer.

16. Links to Other Websites: The Astro Loyalty Website may contain links to third-party websites. These links are provided solely as a convenience to Retailer and not as an endorsement by Astro Loyalty of the contents on such third-party websites. Astro Loyalty is not responsible for the content of linked third-party websites and does not make any representations regarding the content or accuracy of materials on such third-party websites. If Retailer decides to access linked third-party websites, Retailer does so at Retailer's own risk.

Astro Loyalty cannot ensure that Retailer will be satisfied with any products or services that Retailer purchases from a third-party website that links to or from the Astro Loyalty Website, since these websites are owned and operated by independent third parties. Astro Loyalty does not endorse any of the products/services, and Astro Loyalty has not taken any steps to confirm the accuracy or reliability of any of the information contained on such third party websites.

Furthermore, Astro Loyalty does not make any representations or warranties as to the strength of the security practices for storing any information (including, without limitation, credit card and other personal information) Retailer might be requested to give any third party, and Retailer hereby irrevocably waive any claim against us with respect to such websites. Astro Loyalty strongly encourages Retailer to make whatever investigation Retailer believes necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

Astro Loyalty consents to Retailer's use of links to the Astro Loyalty Website that conform to the following requirements. The appearance, position, and other aspects of any link to the Astro Loyalty Website may neither create the false appearance that an entity or its activities or products are associated with or sponsored by Astro Loyalty nor be such as to damage or dilute the goodwill associated with the name and trademarks of Astro Loyalty or its affiliates. Moreover, Astro Loyalty reserves the right to revoke this consent to link at any time in its sole discretion, without notice.

17. Security Rules: Retailer is prohibited from violating or attempting to violate the security of the Astro Loyalty Services and from using them to violate the security of other websites by any method, including, without limitation: (a) accessing data not intended for Retailer or logging into a server or account that Retailer is not authorized to access; (b) attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user of the Astro Loyalty Services, host, or network, including, without limitation, by means of submitting a virus to, overloading, "flooding," "spamming," "mailbombing," or "crashing" the Astro Loyalty Website; (d) sending unsolicited e-mail, including promotions and/or advertisements of products or services; or (e) forging any Astro Loyalty packet header or any part of the header information in any e-mail, instant message, text message, or newsgroup posting.

Violations of system or network security may result in civil or criminal liability. Astro Loyalty may investigate violations of these Terms, and may involve and cooperate with law enforcement authorities in prosecuting Astro Loyalty Customers who are involved in such violations.

18. Force Majeure: Astro Loyalty shall not be liable for any failure or delay in performing its obligations hereunder, if such failure or delay is caused by fire, flood, earthquake, elements of nature or acts of God, acts of war, insurrection, terrorism, strike, failure or downtime of any telecommunications line and/or unavailability of any telecommunications or Internet facilities, power failure, governmental restrictions, any court order, compliance with any law, regulation, order of any governmental authority, or any other cause beyond the reasonable control of Astro Loyalty. In addition, Astro Loyalty shall be so excused in the event that it is unable to acquire from its usual sources, and on terms it deems to be reasonable, any material necessary for the performance of the Services.

19. Choice of Law: The enforceability and interpretation of Section 20 (Agreement to Arbitrate) will be determined in accordance with the Federal Arbitration Act, 9. U.S.C. §§ 1-16, as amended (the "Federal Arbitration Act"), including its procedural provisions. Apart from Section 24 (Agreement to Arbitrate), the Terms shall be governed by and construed in accordance with the substantive law of the State of Tennessee (subject to being preempted or superseded by U.S. federal substantive law) without regard to conflict of law principles that would cause laws of another jurisdiction to apply.

20. Agreement to Arbitrate:

20.1. Agree to Arbitrate. If the parties are not able to successfully work together to resolve the dispute, Retailer (and any of Retailer's affiliates) and Astro Loyalty (and any of its affiliates) all agree to resolve any dispute arising under these Terms (including Astro Loyalty's privacy policies) or any dispute relating to Astro Loyalty Services by binding arbitration in Nashville, Tennessee.

This agreement to arbitrate applies to all claims under any legal theory, including any claim that requires the interpretation of this document, except for the exception below in subsection 24.2 (Exception to Agreement to Arbitrate). This agreement also continues to apply after Retailer has stopped using the Services. If the parties have a dispute about whether this agreement to arbitrate can be enforced or whether it applies to the dispute, the parties agree that the arbitrator will decide that as well.

In addition, if any party brings a claim in court that should be arbitrated or if a party refuses to arbitrate a claim that should be arbitrated, the other party can request a court to force us to go to arbitration to resolve the claim (i.e., compel arbitration). Any party can also request a court to halt a court proceeding while an arbitration proceeding is ongoing.

20.2. Exception to Agreement to Arbitrate. Anything in the foregoing paragraphs to the contrary notwithstanding, Astro Loyalty may seek injunctive relief in any court having jurisdiction over the parties to enjoin or prevent any action Retailer takes or threatens to take in violation of these Terms. Moreover, Retailer consents to the personal jurisdiction of these courts.

20.3. Arbitration Procedure. The Commercial Arbitration Rules of the American Arbitration Association ("Rules") then in effect shall apply to the arbitration, except to the extent that they conflict with any express provisions in this Section 21 (Agreement to Arbitrate).

A single independent arbitrator shall conduct the arbitration. The parties shall endeavor to select the independent arbitrator by mutual agreement. The arbitrator shall be a member of a state bar engaged in the practice of law in the United States or a retired member of a state or the federal judiciary in the United States. If the dispute is one to be decided by arbitration and such agreement cannot be reached within thirty (30) days after the dispute first arose, the selection of the arbitrator shall be made in accordance with the Rules as then in effect.

Each party shall be entitled to inspect and obtain a copy of non-privileged relevant documents in the possession or control of the other party. All such discovery shall be in accordance with procedures approved by the arbitrator. Unless otherwise provided in the award, each party shall bear its own costs of discovery.

The award of the arbitrator shall be based on the evidence admitted and shall contain an award for each issue and counterclaim. The award shall be made within thirty (30) days following the close of the final hearing and the filing of any post-hearing briefs authorized by the arbitrator. It shall set forth in writing the factual findings and legal reasoning for the award. The arbitrator may, in his/her discretion, award to any party specific performance or injunctive relief (but the foregoing is not intended to limit Astro Loyalty's access to the courts to the extent provided in subsection 20.2). The arbitrator may not change, modify, or alter any express condition, term, or provision of these Terms.

Except as provided in the Federal Arbitration Act, the arbitration award will be final and binding upon the parties, and no appeal of any kind may be taken. Judgment may be entered thereon in any court having jurisdiction thereof. The statute of limitations applicable under Tennessee law to the commencement of a lawsuit shall apply to the commencement of arbitration hereunder.

20.4. Recovery of Costs and Attorney's Fees. In any action or proceeding to enforce rights under these Terms, Astro Loyalty and any of its affiliates will be entitled to recover costs and attorneys' fees if Astro Loyalty substantially prevails.

20.5. Class Action Waiver. Both Retailer (and Retailer's affiliates) and Astro Loyalty (and its affiliates) agree that any claims or controversies between us must be brought against each other only on an individual basis. Neither Retailer (and Retailer's affiliates) nor Astro Loyalty (and its affiliates) can bring a claim as a plaintiff or class member in a class action, consolidated action, or representative action. The arbitrator cannot combine more than one person or entity's claims into a single case and cannot preside over any class, consolidated, or representative proceeding (unless Astro Loyalty agrees otherwise). Moreover, the arbitrator's decision or award in one person or entity's case can only impact the person or entity that brought the claim, not other Astro Loyalty customers; it cannot be used to decide other disputes with other customers.

If a court decides that this subsection 24.5 (Class Action Waiver) is unenforceable or invalid, then the entire Section 24 (Agreement to Arbitrate) will be null and void. But the rest of the Terms will still apply.

21. Entire Agreement: The Terms are only those stated herein, and they shall constitute the complete agreement between the parties. These Terms supersede all prior and contemporaneous proposals, statements, sales materials, presentations, and agreements, whether oral or written. No terms or conditions stated in or attached to Retailer's communications with Astro Loyalty are applicable to these Terms in any way, and they are not to be considered exceptions to the provisions of these Terms.

22. Severability: If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable.

23. No Waiver: The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. Any waiver must be in writing and signed by both parties to be legally binding.

24. Relationship of the Parties: Retailer and Astro Loyalty are each independent contractors in the performance of each and every part of these Terms. No agency, partnership, joint venture, franchise, or employer-employee relationship is created as a result of these Terms. Retailer will be solely responsible for all of Retailer's employees, agents, and Retailer's labor costs and expenses arising in connection them; Astro Loyalty will be solely responsible for all of its employees, agents, and its labor costs and expenses arising in connection with them. Likewise, Retailer will be solely responsible for any and all claims, liabilities, damages, or debts of any type that arise on account of Retailer's activities or those of Retailer's employees or agents in the performance of these Terms; Astro Loyalty will be solely responsible for any and all claims, liabilities, damages, or debts of any type that may arise on account of its own activities or those of its employees or agents in the performance of these Terms.

Retailer does not have any authority of any kind to bind Astro Loyalty in any respect whatsoever, and Retailer shall not attempt to do so or imply that Retailer has the right to do so.

25. Notice: All notices that Retailer is required to make hereunder shall be in writing and sent e-mail to support@AstroLoyalty.com.