

# Ace Rewards® Program Terms and Conditions

Last updated March 05, 2021

**IMPORTANT!** These Ace Rewards Program Terms and Conditions ("Program Terms") govern the Ace Rewards Program (the "Program") and your participation in the Program. These Program Terms constitute a binding agreement between you and Ace Hardware Corporation ("Ace" OR "we" OR "us"). **PLEASE READ THESE PROGRAM TERMS BEFORE PARTICIPATING IN THE PROGRAM, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS AND INCLUDE A BINDING CONFIDENTIAL ARBITRATION CLAUSE, A WAIVER OF YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, AND A WAIVER OF YOUR RIGHT TO A JURY TRIAL. BY ENROLLING OR PARTICIPATING IN THE PROGRAM, YOU ACCEPT AND AGREE TO BE BOUND BY THESE PROGRAM TERMS.** If you do not agree to these Program Terms, then you should not enroll or otherwise participate in the Program.

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## 1. Privacy and Additional Terms

Ace's use of your information is governed by our [Privacy Policy](#), which is incorporated by reference into these Program Terms. In addition, your use of our Online Services as defined in Ace Hardware's Terms of Use, including the [www.acehardware.com](http://www.acehardware.com) website (the "Site") and the Ace Hardware Mobile App (the "App"), in connection with the Program is subject to such [Terms of Use](#), which are incorporated by reference into these Program Terms. To the extent of any conflict between the

Privacy Policy and these Program Terms or the Terms of Use and these Program Terms, these Program Terms will prevail.

## 2. Modification and Cancellation

We reserve the right to modify, restrict, or cancel the Program, the Program Benefits (as defined below), or any portion thereof, and/or to modify these Program Terms (and any customer service policies or other documents related to the Program) at any time in our sole discretion with or without notice to you; provided that we will provide notice of any modifications to these Program terms by posting the modified version at [www.acehardware.com/rewards-terms-and-conditions](http://www.acehardware.com/rewards-terms-and-conditions) (or any other URL Ace may designate from time to time), together with a revised "Last updated" date. In addition, we may elect to send a mail or email communication notifying Program members of the modifications, but we are not obligated to do so and you hereby waive any right you may have to receive such notice. You should check this page periodically to see if any recent changes to the Program Terms have occurred. By participating in the Program, including redeeming or using any Program Benefits, after we post any such changes, you agree to the Program Terms as modified.

## 3. Eligibility

To be eligible for Program membership, you must: (i) be an individual at least 18 years of age; (ii) a resident of the fifty (50) United States, the District of Columbia, or the Commonwealth of Puerto Rico; and (iii) provide all required enrollment information. Except as otherwise provided in these Program Terms, business entities are eligible to participate in the Program, provided an authorized employee completes the enrollment process. Ace Hardware retailers may exclude their employees from participating in the Program.

By enrolling in the Program, you are certifying that you meet all eligibility criteria. In addition, if you are enrolling on behalf of a business entity, you are certifying that you are authorized to bind, and do hereby bind, the business entity to these Terms.

## 4. Enrollment

There is no charge to enroll and participate in the Program.

You can enroll in the Program by creating an Ace Rewards Program account ("Program Account"): (i) in store, by completing Program enrollment at an Ace Hardware retail location that participates in the Program ("Participating Retailer"); (ii) by completing the Program enrollment process via the App, which is available for download at the Apple® App Store for iOS devices and the Google Play™ store for Android™ devices; or (iii) by completing the Program enrollment process on the Site at: <https://www.acehardware.com/ace-rewards>. Program enrollment in the App or on the Site requires a pre-existing Ace Hardware online account ("Ace Hardware Account"). If you don't have an Ace Hardware Account, you can open one at no charge by completing the Ace Hardware Account enrollment process in the App or on the Site at: [https://www.acehardware.com/user/login?previous=web\\_page#create-account](https://www.acehardware.com/user/login?previous=web_page#create-account).

Program enrollment via the Online Services is not available to residents of Puerto Rico, who must enroll at a Participating Retailer. All required information must be provided, including full name, business name (if applicable), valid mailing address, and phone number. Additional required information may be identified during the enrollment process. Each Program member is limited to a single Program Account and Ace may elect to terminate duplicate Program Accounts. Only Program members with a Program Account in good standing can participate in the Program.

For information on Participating Retailers near you, please contact [Customer Service](#).

## 5. Program Cards

Ace may elect to provide you with a Program membership card ("Program Card"), but a Program Card is not necessary to participate in the Program or take advantage of Program Benefits. If you enroll at a Participating Retailer, one or more Program Cards may be provided to you at that time. If you enroll in the App or on the Site, one or more Program Cards may be mailed to the mailing address associated with your Program Account.

You are responsible for all transactions using your Program Card and/or Program Account and agree to notify us immediately if you become aware of any unauthorized activity related to your Program Account. If you would like to replace your Program Card or would like additional Program Cards, please contact [Customer Service](#).

## 6. Accruing Points

Members earn Program points ("Points") by making qualifying purchases on the Site, via the App, or at Participating Retailers. Please note that members who are located in or whose Assigned Retailer is located in Puerto Rico will not be able to make purchases via the Site or App. Ten (10) Points will accrue for every \$1.00 spent on qualifying purchases, less any discount, coupon, Instant Savings, Red Hot Buy, Reward redemption, in-store promotion or any other price adjustment made at time of purchase. Points will not accrue, and previously awarded Points may be deducted, for any returns, credits, refunds, chargebacks, or voided transactions.

For purposes of accruing Points, qualifying purchases exclude: (i) taxes; (ii) gift cards; (iii) charitable donations; (iv) service fees; (v) any merchandise purchased from a Participating Retailer's non-Ace businesses; (vi) any merchandise that a Participating Retailer, in its sole discretion, elects to exclude from time to time; (vii) any merchandise that Ace, in its sole discretion, elects to exclude from time to time; (viii) online shipping charges; (ix) payments on accounts, credit card payments, finance and interest charges, and late fees; (x) any purchase made on any website or application other than the Site or the App; (xi) in-store purchases at Ace retailers that don't participate in the Program; (xii) city stickers, trash bags, and other licenses and permits; and (xiii) any purchase required to be excluded by applicable law. Additional exclusions may apply and some Participating Retailers may permit Points to be awarded for the purchase of excluded items. See your Assigned Participating Retailer for details.

Except as Ace may permit on a case-by-case basis in its sole discretion, Points will not be awarded retroactively. To earn Points for qualifying purchases at a Participating Retailer, you must present

your Program Card or the phone number associated with your Program Account at the time of purchase. Your Program Account number may appear at the bottom of the store receipt. However, the presence of your Program Account number on the receipt does not mean all items, or any items, appearing on the receipt were qualifying purchases. To earn Points for qualifying purchases on the Site or in the App, at the time of purchase you must have and be logged into an Ace Hardware Account linked to your Program Account ("Linked Ace Hardware Account").

In addition, from time to time Ace may elect to award Points in connection with Member Offers (as defined below), including the Ace Rewards Referral Friend Bonus Points Offer described below.

Points will typically appear in your account within thirty (30) business days of the date of your qualifying purchase for in-store purchases or, for qualifying purchases made online, within thirty (30) days of date of order fulfillment. Points earned in connection with Member Offers will typically appear within the timeframe identified in the applicable Member Offer (as defined below), or if no timeframe is identified, within thirty (30) business days of your redemption of the Member Offer. If you feel Points were not properly credited to your Program Account, you must notify us by contacting [Customer Service](#) within thirty (30) days of the date on which such Points should have been awarded per these Program Terms or, if applicable, the terms of the Member Offer. You agree that our determination with respect to Points accrued shall be final. Points reflected in our records shall be deemed correct and we shall have the right to determine the Points to be awarded to you and to adjust or void Points at any time, consistent with these Program Terms. Please login to your Linked Ace Hardware Account or contact [Customer Service](#) for information on your Point balance.

## 7. Earning and Redeeming Rewards

You must earn at least 2,500 Points to receive a Program reward ("Reward"). For every 2,500 Points accrued, you will receive a Reward redeemable for \$5.00 off the purchase price of eligible merchandise. If you earn multiple Rewards at the same time (because you have accrued 5,000 or more Points), the Rewards may be combined into a single Reward or Ace may elect, in its sole discretion, to split the total value of the Rewards between multiple Rewards in denominations of Ace's choosing, provided that all Rewards are issued in multiples of \$5.00. Ace does not issue partial or fractional Rewards.

Rewards are processed during the week in which the minimum 2,500 Point level is attained. Points are automatically deducted from your Program Account for issued Rewards. You cannot elect to retain the Points in your Program Account instead of receiving a Reward. Rewards are available in digital and print versions, as more fully described below, but digital and print versions of a Reward, and any permitted copies of a Reward, constitute a single Reward which may be redeemed only once.

Digital Rewards: Program Accounts with more than 2,500 Points on Sunday will have a digital Reward ("Digital Reward") issued and available for redemption on or about Monday. Redemption of Digital Rewards requires a Linked Ace Hardware Account and is not available to members who are residents of Puerto Rico or whose Assigned Participating Retailer is located in Puerto Rico. Digital Rewards may be redeemed on the Site or in the App, or may be downloaded to your device or printed out for use at the Participating Retailer identified on the Digital Reward. In addition, Digital Rewards downloaded to your device or that you print out may be accepted by other Participating Retailers in their sole discretion. For guidance on redeeming Digital Rewards, please review Ace's [Customer Service](#) policies.

Print Rewards: If a Digital Reward has not been redeemed by the end of the month following the month of issuance, Ace will mail a tangible print Reward ("Print Reward") to the mailing address associated with your Program Account if we have a valid mailing address for you. Notwithstanding the foregoing, your Print Rewards will be mailed to your Assigned Participating Retailer (defined below) rather than directly to you if (i) requested by your Assigned Participating Retailer and we have no valid mailing address on file for you, regardless of the amount of the Print Reward; (ii) requested by your Assigned Participating Retailer and the value of the Print Rewards is \$24.99 or more or (iii) the value of the Print Rewards is \$100 or more. If your Print Reward is mailed to your Assigned Participating Retailer, your Digital Reward will still be available for redemption (see the paragraph above on Digital Rewards redemption) unless you are a resident of Puerto Rico or your Assigned Participating Retailer is located in Puerto Rico. A Print Reward may be redeemed at the Participating Retailer identified on the Print Reward. In addition, Print Rewards may be accepted by other Participating Retailers in their sole discretion.

Whether redeemed in-store, on the Site, or in the App, Rewards can be applied toward the purchase of eligible merchandise only. Eligible merchandise excludes: (i) services sold by Ace stores, including rentals, in-store services, and extended warranties; (ii) gift cards; (iii) city stickers, trash bags, and other licenses and permits; (iv) lumber and building materials; (v) liquor, tobacco, firearms, and fuel; (vi) payments on account, including house accounts; (vii) previously purchased merchandise; and (viii) taxes. Additional exclusions may apply and some Participating Retailers may permit redemption of Rewards on excluded items. See your Assigned Participating Retailer for details.

Rewards are valid for a single transaction only. You may combine more than one Reward towards an eligible purchase. Rewards may be used in conjunction with other offers unless prohibited by the terms of such other offers. If the value of the Reward(s) used is greater than the purchase price of eligible merchandise, before tax, no change will be given and the remaining balance of the Reward(s) will be forfeited. Photocopies, duplicates, and facsimiles of Print Rewards are not valid. Rewards are allocated pro rata across all eligible merchandise and will not be replaced if eligible merchandise is returned; provided, that if a Program member redeems a Reward toward an online order of eligible merchandise and the order is cancelled prior to fulfillment, Ace will reissue to the Program member's Program Account Points equivalent to the value such Reward. Rewards can be used until their expiration date, unless sooner redeemed.

## 8. Additional Benefits

Ace, in its sole discretion, may offer additional benefits to Program members from time to time. These additional benefits may include:

- Offers and coupons exclusively for members
- Instant savings in-store, on the Site, and/or in the App

As of 5/21/20 Ace Rewards is suspending its benefit of "Free Delivery with qualifying online orders of \$50 or more" due to current circumstances associated with COVID-19.

Proof of Program membership may be required to take advantage of Program Benefits.

## 9. Ace Rewards Referral Friend Bonus Point Offer

For terms applicable to the Ace Rewards Referral Friend Bonus Offer, please visit: <https://www.acehardware.com/customer-service?page=referral-terms>

## 10. Ace Rewards Premier

*Ace Rewards Premier Eligibility and Expiration:* Program members with a qualifying spend of \$750 or more (excluding taxes and applied Rewards and discounts) on the Site, in the App, or at Participating Retailers in a rolling twelve (12) month period while an Ace Rewards Program member are automatically eligible for Ace Rewards Premier status; provided that corporate/business Program members and Program members with store house accounts are ineligible for Ace Rewards Premier status. In order for purchases to count toward the qualifying spend, Program members must present their Rewards Card or number when making in-store purchases and be logged in to their Linked Ace Hardware Account when making purchases on the Site or in the App. Program members for whom we have a valid mailing address will be informed by mail approximately one to two months following the end of the calendar quarter during which they became eligible for Ace Rewards Premier status. Information regarding eligibility for Ace Rewards Premier status is available by contacting [Customer Service](#). Ace Rewards Premier status expires one (1) year from the end of the calendar quarter in which you qualify for Ace Rewards Premier status. Upon expiration of the one-year period, Program members may requalify for Ace Rewards Premier status for subsequent one-year terms if they continue to meet the Ace Rewards Premier eligibility criteria.

*Ace Rewards Premier Benefits:* From time to time, Program members with Ace Rewards Premier status and for whom we have a valid mailing address will be mailed special printed offers and coupons (collectively, "Ace Rewards Premier Coupons"). Ace Rewards Premier Coupons are redeemable at the Participating Retailer identified on the Ace Rewards Premier Coupon and may be accepted by other Participating Retailers, in their sole discretion. From time to time, Program members with Ace Rewards Premier status, who have a Linked Ace Hardware Account and who have downloaded the App will receive special offers and coupons in the App (collectively, "Ace Rewards Premier App Extras"). See the terms of each Ace Rewards Premier App Extra for information on redemption channel. Ace, in its sole discretion, determines the nature, amount, and frequency of Ace Rewards Premier Coupons and Ace Rewards Premier App Extras (collectively, "Ace Rewards Premier Offers") which Ace may change from time to time with or without notice to you. Not all Ace Rewards Premier Offers may be made available to all Ace Rewards Premier members. See each Ace Rewards Premier Offer for any specific terms, limitations, restrictions, and/or exclusions, including expiration dates and redemption channels/locations.

## 11. Expiration

*Points:* Points do not expire and unused Points will remain in your Program Account until you reach the minimum number of Points needed to receive a Reward.

*Rewards:* Rewards expire on the last day of the fourth month following the month in which they are issued and available for redemption on the Site or via the App. For example, if a Reward is processed and available for redemption in January, the Reward will expire on May 31. You can obtain

information regarding Reward expiration dates through your Linked Ace Hardware Account. The expiration date will appear on the Reward and is the same for both Digital Rewards and Print Rewards.

*Member Offers:* See the terms of each Member Offer for details regarding expiration.

*Ace Rewards Premier:* Ace Rewards Premier status will expire as described in the Ace Rewards Premier section above. See the terms of each Ace Rewards Premier Offer for details regarding expiration.

**PROGRAM BENEFITS WILL ISSUE AND EXPIRE ACCORDING TO THESE PROGRAM TERMS, SO KEEP YOUR PROGRAM ACCOUNT INFORMATION COMPLETE AND CURRENT TO ENSURE YOU RECEIVE PROGRAM BENEFITS.**

## 12. Additional Exclusions and Limitations

Points, Rewards, Member Offers, Ace Rewards Premier Offers and all other Program benefits (collectively, "Program Benefits") are subject to (i) the exclusions, conditions, and limitations specified in these Program Terms, (ii) availability, and (iii) the terms applicable to the particular Program Benefit. See each Program Benefit for any specific terms, limitations, restrictions, or exclusions, including redemption channels and expiration dates. Program Benefits are void where prohibited.

Not all Program Benefits may be made available to all Program members. Participating Retailers may alter the Program and the Program Benefits at their discretion. Please consult your Assigned Participating Retailer for details. For assistance identifying your Assigned Participating Retailer, please see Section 14.

## 13. Value Transfer

Points, Rewards, Member Offers, Ace Rewards Premier Offers, and other Program Benefits: (i) have no cash value; (ii) cannot be exchanged for cash, in whole or in part; and (iii) have no value outside of the Program. At our discretion we may, but are not obligated to, replace unredeemed lost or stolen Print Rewards that have not expired. The accumulation of Points does not entitle you to any vested rights with respect to Points, Rewards, or any other Program Benefits.

A member's Program membership, Program Account, Program Card, and Program Benefits are for the use of the named Program member only and cannot be sold, shared, assigned, bartered, or otherwise transferred; provided, that if a Member Offer or Ace Rewards Premier Offer is expressly transferable, members are permitted to transfer such offer in accordance with its terms. In the event of a divorce of a Program member, the named Program member retains all Program Benefits unless otherwise provided by a valid and final court order submitted to Ace. In the event of the death of a Program member, except as otherwise required by law, all Program Benefits remain non-transferable.

## 14. Assigned Participating Retailer

If you enroll in the Program on the Site or via the App, Ace will assign a Participating Retailer to you based on the mailing address associated with your Program Account ("Assigned Participating

Retailer"). If you enroll in the Program at a Participating Retailer, that Participating Retailer will be your Assigned Participating Retailer. From time to time Ace may change your Assigned Participating Retailer based on your shopping habits, store participation in the Program, or other factors. If your Assigned Participating Retailer ceases to participate in the Program, you will be assigned to the nearest Participating Retailer based on zip code unless you shop at another Participating Retailer in the interim. Ace may, but is not obligated to, send you a mail or email communication informing you of a change in your Assigned Participating Retailer. If you would like help identifying your Assigned Participating Retailer, please contact [Customer Service](#). You may also contact [Customer Service](#) to request a change in your Assigned Participating Retailer, but any such change will be effective only for future Rewards and other Program Benefits and not Rewards or other Program Benefits that have already been processed.

## 15. Assigned Participating Retailer

You are solely responsible for the accuracy and completeness of the information you supply in connection with your Program Account. Failure to keep your Program Account information current and complete may result in forfeiture or lapsing of Program Benefits. You may access and update your information and access your Program Account status, including Points accrued, by contacting [Customer Service](#). You can also access and update some Program Account information online by logging into your Linked Ace Hardware Account on the Site. You may also update some Program Account information in the App. Please note that residents of Puerto Rico will not be able to manage Program Accounts via the Site or App.

You may terminate your Program Account at any time by contacting [Customer Service](#). Ace may suspend or terminate your Program Account and your participation in the Program and/or suspend or void any or all Program Benefits at any time, with or without notice to you and without liability or obligation to you, if we determine, in our sole discretion, that (i) you are ineligible for the Program; (ii) you have violated these Program Terms or the Terms of Use; (iii) you have provided false information to Ace, its affiliates, or its retailers; (iv) you have engaged in illegal or fraudulent conduct or conduct that is dangerous, deceptive, improper, or objectionable; or (v) it is advisable to protect the interests of Ace, our retailers, employees, customers, Program members, or any third party.

In the event we cancel the Program, your Program Account will automatically terminate upon the effective date of Program cancellation.

Upon termination of your Program Account for any reason, your membership in the Program terminates and all Program Benefits, including Points, are voided. However, unless your Program Account was terminated due to suspected fraud or other misconduct, Rewards and Member Offers issued prior to the termination of your Program Account will remain valid through the applicable expiration date.

## 16. Errors and Misconduct

We reserve the right, in our sole discretion, to adjust, postpone, suspend, or void your Program Benefits, including Points and Rewards, or suspend, revoke, or cancel your Ace Rewards Premier status or Program Account at any time with or without notice, in the event of actual or suspected (i) human or technical errors; (ii) technical disruptions; (iii) misconduct, fraud, or other activity that



impairs the administration, security, integrity, or proper use of the Program, any Program Benefits, or any property of Ace or Participating Retailers. In addition, we reserve the right, in our sole discretion, to adjust, suspend, postpone, or void your Program Benefits, including Points and Rewards, or suspend, revoke or cancel your Ace Rewards Premier status or Program Account at any time with or without notice for any other reason we deem appropriate.

#### 17. Disclaimer of Warranties and Limitation of Liabilities

TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROGRAM AND ALL RELATED PRODUCTS, SERVICES, AND PROGRAM BENEFITS ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE.

TO THE FULLEST EXTENT PERMITTED BY LAW, ACE, ITS AFFILIATES, ITS RETAILERS AND THEIR RESPECTIVE DIRECTORS, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, AND VENDORS SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND, UNDER ANY THEORY OF LAW OR EQUITY, WHETHER FOR BREACH OF CONTRACT, TORT, OR OTHERWISE, ARISING FROM THE PROGRAM OR YOUR USE OF THE PROGRAM OR ANY PRODUCTS, SERVICES, OR PROGRAM BENEFITS RELATED THERETO, INCLUDING DIRECT, INDIRECT, THIRD PARTY, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ACE, ITS AFFILIATES, ITS RETAILERS AND THEIR RESPECTIVE DIRECTORS, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, AND VENDORS, SHALL NOT BE RESPONSIBLE TO YOU OR ANY THIRD PARTY FOR OR IN CONNECTION WITH: (i) YOUR PARTICIPATION IN THE PROGRAM, (ii) YOUR USE OF ANY PRODUCTS, SERVICES, OR PROGRAM BENEFITS RELATED TO THE PROGRAM, (iii) ANY UNAUTHORIZED ACCESS TO OR UNAUTHORIZED USE OF YOUR PROGRAM ACCOUNT, PROGRAM CARD, OR PROGRAM BENEFITS, OR (iv) TERMINATION OF YOUR PROGRAM ACCOUNT OR CANCELLATION OF THE PROGRAM.

CERTAIN STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY.

#### 18. Arbitration Agreement

YOU AND ACE AGREE THAT ANY CLAIM OR DISPUTE AT LAW OR EQUITY THAT HAS ARISEN OR MAY ARISE BETWEEN US IN CONNECTION WITH THE PROGRAM WILL BE RESOLVED IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS SECTION. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL IMPACT HOW CLAIMS YOU AND ACE HAVE AGAINST EACH OTHER ARE RESOLVED.

You and Ace agree that any and all disputes or claims that have arisen or may arise between you and Ace in connection with the Program shall be resolved exclusively through confidential, final, and binding arbitration. **YOU ARE GIVING UP THE RIGHT TO LITIGATE A DISPUTE IN COURT BEFORE A JUDGE OR JURY.** The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Consumer Arbitration Rules or Commercial Arbitration Rules and Mediation Procedures (as applicable), as modified by this Arbitration Agreement and the Prohibition of Class and Representative Actions and Non-Individualized Relief (below). The AAA's rules and a form for initiating arbitration proceedings are available on the AAA's website at: [www.adr.org](http://www.adr.org).

The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, either you or Ace may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on the other party subject to the arbitrator's discretion to require an in-person hearing if the circumstances warrant. Attendance at an in-person hearing may be made by telephone, unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of Illinois, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator's award shall be confidential, final, and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules.

#### 19. Prohibition of Class and Representative Actions and Non-Individualized Relief

You and Ace agree that each of us may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both you and Ace agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Also, the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s). Any relief awarded cannot affect other Program members. **YOU ARE GIVING UP THE RIGHT TO COMMENCE OR PARTICIPATE IN CLASS AND REPRESENTATIVE ACTIONS.**

#### 20. Miscellaneous

**Applicable Law:** The laws of the State of Illinois, without regard to principles of conflict of laws, will govern the Program and any claim or dispute that has arisen or may arise between you and Ace.

**Taxes:** Program members are solely responsible for any federal, state, or local taxes and/or government fees that may be imposed in connection with the Program.

**Waiver:** No delay or failure by Ace to enforce any of these Program Terms shall be a waiver of any of our rights under these Program Terms.

**Severability:** The invalidity or unenforceability of any provision(s) of these Program Terms shall not affect the validity or enforceability of any other provision. In the event that any provision of these Program Terms is found to be invalid or unenforceable, these Program Terms shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

**Construction:** The headings used in these Program Terms are for convenience only, are not a part of this agreement, and do not affect the interpretation of any of the provisions of these Program Terms. Any reference to the term "including" means "including, without limitation." All references to currency are stated in United States dollars.

**Survival:** The provisions regarding disclaimer of warranties, limitation of liability, arbitration agreement, prohibition of class and representative actions and non-individualized relief, and these miscellaneous provisions shall survive termination of your Program Account or cancellation of the Program.

## 21. Customer Service

If you have any questions regarding the Program or your Program Account, please contact Customer Service online at <https://www.acehardware.com/customer-service?page=contact-us> or by phone at 1-888-827-4223.