

# TERMS AND CONDITIONS OF USE

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**Important: If you are reading this for your use of our Shopper Army® Cash Back Program (the “Program”), please note that these Terms and Conditions apply to you, along with the special additional terms that are specifically found below on pages 9 to 13 inclusive below. Please also review these because if you continue to benefit from the Program, then you are deemed to accept all of these Terms & Conditions altogether and these form a legally binding agreement between you (the “Member”) and Shopper Army. If you do not agree with these Terms & Conditions then please do not use the Program or any of its online applications (“Applications”).**

## RESTRICTIONS ON USE AND ONLINE CONDUCT

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The Site and Services are directed to individuals of the age of majority in each jurisdiction who can form legally binding contracts under applicable law, and may not be used by persons in jurisdictions where access or use may be illegal or prohibited. It is your responsibility to determine whether your use of the Site and Services is lawful, and you must comply with all applicable local laws. If you do not have legal standing to agree to and accept this agreement you may not use this Site. If you have authorized a minor to use the Site or any of the Services, you are fully responsible for: (i) the online conduct of such minor; (ii) controlling the minor's access to and use of the Website or any of the Services; and (iii) the consequences of any misuse by the minor. You acknowledge that the Site may contain material that is inappropriate for minors.

Any conduct by a person that in BrandSpark's sole and absolute discretion restricts or inhibits any other person from using or enjoying the Site, is prohibited. You agree to use the Site and its Services only for lawful purposes and in a manner that is consistent with these Terms and in such a way as to ensure compliance with all applicable local, state, national, and international laws, rules and regulations, You agree that you will not post on the Site or transmit any unlawful or otherwise objectionable material of any kind, including, but not limited to, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, provincial, state, national or international law.

BrandSpark has the right to monitor the Site periodically and review content and activity related to the Site and Services for compliance with this Agreement. BrandSpark reserves, in its sole discretion, the right to remove content and suspend, terminate, deactivate or refuse registration or use of the Site or Services at any time, without notice and without liability, for any reason, including but not limited to violation of this Agreement, infringing on Intellectual Property and inactivity, and may also remove any content that is unlawful, offensive, threatening, libelous, defamatory, obscene or otherwise objectionable or violates any party's intellectual property rights, and may disclose any information as necessary to satisfy any law, regulation or other governmental or court request, to operate the Site properly or to protect itself or other users of the Site.

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BrandSpark might permit certain third party links to its Site, provided that BrandSpark is provided with notice of such links and does not thereafter object to such linking. Illegal

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## **SUBMISSIONS AND USER-SUBMITTED CONTENT**

Personally identifiable information that may be received at the Site is provided voluntarily by a visitor to the Site and is governed by the terms of our Privacy Policy. We will never use your submissions or user generated content or other personal information in a manner that violates our Privacy Policy and any disclosure of personally identifiable information shall be strictly in accordance with BrandSpark's Privacy Policy.

All non-personal information shared in the Site and all BrandSpark surveys will be considered nonconfidential and non-proprietary and shall immediately become the property of BrandSpark. Users of the Site may from time to time be encouraged to submit, post, email or upload survey responses, answers, remarks, opinions, comments, information, feedback, ideas, suggestions, graphics, images, photos and other materials or user submitted content to the site, through surveys, emails, email surveys or other channels connected to the Site (collectively the "Submission"). In so doing, you hereby assign all right, title and interest and all intellectual property rights therein to the Submission to BrandSpark and grant to BrandSpark a non-exclusive, irrevocable, perpetual, royalty-free, unrestricted, transferable and worldwide license to use, store, copy, edit, adapt, modify, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit it in connection with the site, the service and BrandSpark's business, including without limitation for promoting and redistributing part or all of the site (and derivative works thereof) or the service in any media formats and through any media channels (including, without limitation, third party websites and feeds). You also hereby do and shall grant each user of the site and/or the service a non-exclusive license to access your submission through the site and the service, and to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform it in connection with their use of the site and service. BrandSpark will not be required to treat any such Submission as confidential, and will not be liable for any ideas for its business (including, without limitation, product or advertising ideas) and will not incur any liability as a result of any similarities that may appear in future BrandSpark operations or contents. BrandSpark will be entitled to use the Submission for any commercial or other purpose whatsoever without compensation to any person sending the Submission. You acknowledge that you do not have or claim to have any right, title or interest in or to any of the aforementioned or other material produced hereunder and waive any right to inspect or approve the use of the submission and also any right to royalties or other compensation arising from or related to the use of the aforementioned submission.

BrandSpark is not responsible for any loss, damage, or corruption that may occur to your Submissions and does not warrant that Submissions will be protected against misuse by third parties. In particular, BrandSpark is not responsible for the infringement of the copyright in Submissions by other Users and will incur no liability for misuse by third parties.

As a user of the Site, you are to ensure that where you provide comments, feedback or survey responses to BrandSpark all such Submissions you make are truthful and reflect your own personal views. You are responsible for all Submissions you make to the Site and have full responsibility for the message, including its legality, reliability, appropriateness, originality, and you hereby represent and warrant that all Submissions you make do not infringe the intellectual property or other rights of any third parties. You agree to indemnify, defend and hold BrandSpark harmless for any liability arising due to the use or distribution of those materials. You acknowledge that you are prohibited from posting or transmitting to or from this site any unlawful, fraudulent, threatening, libelous, defamatory, obscene, pornographic, or other material that would violate any law.

The distribution of any reward or incentive related to any program or contest administered by or through BrandSpark may be delayed until such time as any required verification or validation process of any prerequisite Submission is completed. If any such relied-upon Submission is found to be inauthentic, faulty, fraudulent, or in any way cannot be verified or validated, it is at the sole discretion of BrandSpark to reject the said Submission and the associated reward or incentive may therefore be withdrawn. In the case of Shopper Army, members are not allowed to create multiple accounts (with different emails, names, etc.) and if identified, these accounts will be suspended and all rewards associated to these accounts will be withheld or withdrawn.

If applicable, BrandSpark may, in its sole discretion, review Submissions and reserves the right to remove, delete, move or edit any Submission that it deems abusive, defamatory, obscene, in violation of copyright or trademark laws, or otherwise objectionable or unacceptable, and you waive any moral rights you may have in having the material altered or changed in a manner not agreeable to you. BrandSpark is not responsible for the content of any Submission. Submissions represent the views and opinions of the user posting the Submission and do not represent the views or opinions of BrandSpark. While BrandSpark is under no obligation to investigate any complaint regarding any Submission, it may, in its sole discretion, investigate complaints and take any actions it deems appropriate in the circumstances, including, without limitation, removing the offending Submission and terminating the user's right to access and use the Site.

## **DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY**

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Where relevant, the results of BrandSpark research, studies and surveys are based on feedback and opinions from consumers and do not reflect the opinions of BrandSpark. Consumers' experiences with the winning, described or selected products and/or brands may vary. Winners of the Best New Product Awards and BrandSpark Most Trusted are selected based on the products and categories entered into the competitions and are not necessarily reflective of the total market. Ratings, reviews and testimonials from Shopper Army are directly from consumers. BrandSpark does not warrant or represent that any individual consumer experience will be consistent with the results of any voting, selection, surveys, feedback or accompanying research.

**Any and all responsibility for quality, performance or safety of any product or brand relevant to the Site rests with the individual manufacturer or participant. BrandSpark does not warrant or represent the quality or satisfaction with, or efficacy or safety of, any individual product or brand and is not liable for any actual or perceived defect in the quality, performance, efficacy or safety of any product or brand, or any injury or death resulting, or alleged to have resulted therefrom. BrandSpark shall not, under any circumstances, be liable for any amount exceeding a maximum liability limit of \$100 upon any claim or action in contract, tort, indemnity or contribution, or other claims relating to any product or brand in any way related to the Site. Product or brands related to the Site in any way are not manufactured by BrandSpark but may however be covered by each manufacturer's warranty, service, and support policy (if present). BrandSpark assigns and passes through to the customer any warranty of the manufacturer, and you as a user of the Site acknowledge that you shall have**

**recourse only under such warranties and only as against the manufacturer of the products or brands. BrandSpark makes no representation of express warranty with respect to the product or brand except those stated in this document.**

In no event shall BrandSpark, its officers, directors, employees, agents, licensors or their respective successors and assigns, be liable to you or any third party for any damages whatsoever, including but not limited to, any direct, indirect, special, punitive, exemplary, incidental, or consequential damages or any damages whatsoever or any damages for loss of business or use, loss of income or profits (anticipated or otherwise), savings or goodwill, delays, malfunction, production, economic loss or other intangible loss, whether in contract (including fundamental breach), tort (including negligence in any degree or misrepresentation), product liability, strict liability, or under any other theory of law or equity or form of action, arising from, connected with, or relating to the Site or Services (including the use, inability to use, or performance of the Site or Services), and regardless of any negligence or other fault or wrongdoing by BrandSpark, its employees or representatives, even if BrandSpark has been advised or ought to have known of the possibility of such claims or damages. No action or proceeding may be brought against BrandSpark with respect to any claim or dispute arising from the use of the site or services including the information, services, products, software and materials from this site.

**You acknowledge that by way of this Agreement that BrandSpark makes the Site and Services available to you, in reliance on the limitations and exclusions of liability and the disclaimers set forth herein, and that the same form an essential basis of the bargain between you and BrandSpark. You expressly agree to the aforementioned limitations and exclusions of liability and disclaimers, which will survive and continue to apply in the case of a fundamental breach or breaches, the failure of essential purpose of contract, the failure of any limited or exclusive remedy, or termination of this agreement. Where the disclaimer of certain warranties and the limitation of certain liabilities is prohibited by legislation in some jurisdictions, such legislative limitations may apply to you.**

You represent and warrant that all of the information provided by you to the Site to participate in the Service is correct and current; and that you have all necessary right, power and authority to enter into this Agreement and to perform the acts required of you hereunder. You release us from all liability for you having acquired or not acquired Content through the Site or the Services, and you agree that it is beyond our control as to which users gain access to the Site or use the Services; what effects the Site or Services may have on you; how you may interpret or use the Site or Services; or what actions you may take as a result of having been exposed to the Site or Services. BrandSpark makes no representations concerning any content contained in or accessed through the Site or Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Site or the Services.

## **INDEMNITY**

You agree to defend, indemnify and hold BrandSpark, its affiliates, suppliers, licensors, co-branders, information providers, service providers, partners, directors, officers, employees, agents, representatives, and their respective successors and assigns, harmless from and against any and all liabilities, claims, costs and expenses, including without limitation reasonable legal fees and expenses, in connection with any claim or demand arising from, related to, or in connection with, your: (a) violation of this Agreement, (b) use of, or inability to use, the Site or any of the Services, or (c) use of, reliance on, placement, posting or transmission of, any Services available on or through the Site. Further, you will assist and cooperate as fully as reasonably required by BrandSpark in the defence of any such claim or demand.

## **USE OF COOKIES AND OTHER TECHNOLOGY (PASSIVE INFORMATION COLLECTION)**

We use analytics to better understand who is using the Site, how people are using it and how to improve and enhance it. Therefore, as you navigate through this Site, some of your anonymous user information may be passively collected (which you did not actively provide) including, but not limited to, time of visit, pages visited, the length of your user session, time spent on each page of the Site, IP address, type of operating system used, browser type used, and domain name, possibly using various technologies and means, such as Internet Protocol address, cookies, Internet tags, navigational data collection, digital fingerprinting, etc. Most browsers have an option for disabling the cookie feature, which will prevent your browser from accepting cookies. No such above-described information that is collected is shared by BrandSpark with third parties for advertising or other purposes except that it may be disclosed to those of BrandSpark's contractors who assist with programming and technical aspects of hosting and operating the Site. Transmissions to and from this Site may not be confidential and consequently, may be read or intercepted by others.

## **TERMINATION OF USAGE**

BrandSpark may, without incurring any liability to you, terminate access by you or suspend any access to all or part of the Site, without notice, for any conduct that BrandSpark, in its sole and absolute discretion, believes is in violation of any applicable law or this Agreement, or is harmful to the interests of BrandSpark or any other party or the Site.

## **GOVERNING LAW**

This Agreement, the Site, the Services, Terms & Conditions, the Privacy Policy, Program, Applications, Information, and any related matters shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without giving effect to its conflict of laws principles or rules, and notwithstanding your domicile, residence or physical location. All disputes, controversies or claims arising out of or in connection with the Agreement, the Site, the Services, Terms & Conditions, the Privacy Policy, Program, Applications, Information, and any related matters shall be submitted to and be subject to the exclusive jurisdiction of the courts of the Province of Ontario (or the federal courts of Canada, as applicable) located in the City of Toronto. You submit and attorn to the exclusive jurisdiction of the courts of the Province of Ontario to

finally adjudicate or determine any suit, action or proceeding arising out of or in connection with any of the above.

## **SEVERABILITY**

If any provision of this Agreement is found to be invalid, unenforceable or contrary to law, that provision shall be enforced to the maximum extent possible and the remainder of that provision (if any) and the remaining provisions of this Agreement will remain in full force and effect. BrandSpark's failure to insist upon or enforce strict performance of any provision of the Agreement shall not be construed as a waiver of any provision or right.

## **WAIVER**

The waiver of any breach or default of this Agreement shall not constitute a waiver of any subsequent breach or default and shall not act to amend or negate the rights of the waiving party.

## **ENTIRE AGREEMENT**

This Agreement constitutes the complete and exclusive agreement between BrandSpark and you, and between you and Shopper Army with respect to the Applications and the Program, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the contents and materials provided by or through the Site, and the subject matter of this Agreement. The Terms and Conditions may be, at our sole discretion, modified or replaced at any time, with or without notice. All revisions will be posted to this Site. By continuing to access or use our Site and Services or by your continued participation in the Program after any revisions become effective, you agree to be bound by the revised terms and you are deemed to have accepted any such modification.. It is your responsibility to check the Terms & Conditions regularly to determine whether the Terms & Conditions have been modified. If you do not agree to any modification of this Agreement, you must immediately cease participation in the Program or cease using the Site or Services. If you have questions with respect to these Terms and Conditions of Use you can reach us by sending an email to [info@brandspark.com](mailto:info@brandspark.com) .

# **Shopper Army® Cash Back Program: Specific Terms & Conditions**

## **Shopper Army® Cash Back Program (the “Program”)**

Shopper Army® offers a service that allows Members to earn cash back on purchases made on Amazon.ca (“Cash Back”). Joining and using Shopper Army is free and simple, requiring only your email address, password, first name, last name, postal code, gender and birth year to get started. Shopper Army does not sell, rent or give your personal information to third parties, and Shopper Army does not ‘spam’ its Members. Shopper Army does not install software on your computer without your explicit consent. In other words, there is no ‘catch’. Shopper Army receives a fee for referring buyers to Amazon and uses that fee to pay Members Cash Back on their purchases.

## **Program Membership and Computer/Internet Use**

You understand that before accessing a service by becoming a Member of our Program, it is your responsibility to take protective measures to guard against computer viruses and other destructive elements, such as through the use of industry standard and updated virus scanning tools, and to ensure that you have a complete, current and secure back-up of information and software on your computer or other devices that you may use to access the Program. Shopper Army is not responsible for any additional charges that you may incur for using the Program, such as data or other telecommunication or Internet or wireless service provider fees.

## **Becoming a Member**

By enrolling as a Member in the Program, or by utilizing any of Shopper Army online applications ("Applications"), you agree to be bound by these Terms & Conditions and the Privacy Policy. In order to enroll as a Member you must provide an email address, password, first name, last name, postal code, gender and birth year so that Shopper Army can inform you when money or other rewards are credited to your account. Members must be at least eighteen years old and agree not to use the Program for any illegal, fraudulent or misrepresentative activity. Please be aware that participation in the Program and the opportunity to earn Cash Back are offered at the sole discretion of Shopper Army, and Shopper Army has the right to change these Terms & Conditions in whole or in part, at any time, with or without notice. When signing-up for the Program, you consent to the collection and use of your personal information by Shopper Army for the purpose of creating your account. You must provide correct, current and complete information during the registration process. User information must be current and kept up to date. You may not pretend to be someone else or imitate or fake their identity. You will create a login and password to your account, which is unique to your account and must be kept confidential at all times (the "Active Account"). You may also be able to create an account by using a third party social media account, such as Facebook, and you will be able to link your Amazon account. In order to take advantage of the Program you will also be required to have your own Amazon user account.

Each Shopper Army Account is intended to apply to a single user. Should you choose to share your Account with a family member or a friend, you will have to share your login information with them and give them permission to view your account and information. You agree that you are responsible for all activities and transactions that occur through your account. You will promptly notify Shopper Army if you become aware of any unauthorized access or use or other misuse of your account. We may terminate or suspend your account at any time, without notice to you, if we believe your use of the Program breaches these Terms & Conditions, such as if your user information is incorrect, not current, or if your account has been breached or misused.

## **Earning Cash Back**

To earn back a portion of your purchases as Cash Back, you must choose a product, or other offer displayed on Shopper Army or in a Shopper Army Application, click the accompanying shopping link to be directed to Amazon's website ("Affiliate Store"), and then complete a purchase to earn Cash Back on your net purchase amount. Specific Cash Back

amounts vary by product category and are provided in detail at [www.ShopperArmy.com](http://www.ShopperArmy.com) . Please note that the net purchase amount excludes taxes, fees, shipping, giftwrapping, discounts or credits, returns or cancellations, and extended warranties. Please check the complete list of categories and associated Cash Back amounts, as well as categories where no Cash Back may be payable.

An Affiliate Store may exclude a limited number of products and purchases from the Program. Shopper Army does its best to minimize and maintain an up-to-date list of exclusions on Shopper Army but cannot guarantee complete accuracy of all exclusions. Additionally, to earn Cash Back, you must complete your purchase during the same unique shopping session that you start after clicking on the Shopper Army link. If you visit other affiliate sites before completing your purchase or use coupons not provided by Shopper Army, your purchase might be associated with a service other than Shopper Army and you might not earn Cash Back from Shopper Army on your purchase. If you disable cookies on your computer you will not be able to earn Cash Back, as cookies are used to authenticate you and allocate Cash Back to your account.

## **Earning Bonuses & Other Rewards**

Shopper Army periodically may offer monetary bonuses or other rewards for sign-up in the Program, for referring other new Members, or for other specific actions. The terms and conditions accompanying such offers will govern how they are earned and paid if the terms and conditions differ from these Terms & Conditions. To qualify for a referral bonus or other reward, a Member must refer a new Member who establishes his or her own Active Account and makes his or her own minimum qualifying purchases within the first ninety (90) days of becoming a Member. Please note that any referral bonuses are given solely for the purpose of attracting new Members to Shopper Army and are not applicable for current or returning members. An individual person is only eligible for one referral bonus or other reward per individual person referred.

## **Receiving Cash Back Payments**

To receive payment of accrued Cash Back and any other rewards, you must establish and maintain an Active Account with Shopper Army with the information necessary to process your payment: a valid email address at which you are able to receive email, a valid Canadian address (excludes P.O. Box) at which you are able to receive mail, your first and last name, and a password to protect your account. To maintain your Active Account, you must update your information if it changes and have shopped via Shopper Army or a Shopper Army Application or have accrued Cash Back at any time within the last twelve (12) months.

Shopper Army endeavours to pay its Members accrued Cash Back and other rewards every 2 months, at a minimum. Once the purchase is verified by Shopper Army, the Cash Back amounts become available in the account 30 days after the product is shipped due to Amazon's return policy.

Purchases made through the Shopper Army's Cash Back site using the affiliate links will be tracked and should appear as "pending" on your account's page within 7 days. If you made

a purchase through our system and have not seen the cash back tracked in your account within 7 days, please contact us. Within approximately 35 days of product shipping, the Cash Back earning will move from “pending” to “valid” in your account – and will be added to your account balance. This time period is used to confirm the product has indeed been delivered and you have had an opportunity to return it if you wish (cash back is not earned on any products returned to Amazon).

As the balance in your account grows, you will be able to request payouts from Shopper Army. Shopper Army pays its members in Canadian dollars via Amazon e-gift card (minimum \$5.00) or via PayPal (minimum \$35). We process payouts regularly, and will do our best to ensure your payout is sent out within a maximum of 60 days from your request.

Cash Back payments relating to purchases you make at the Affiliate Store may be delayed due to delayed processing and reporting by the Affiliate Store. We do our best to expedite payments. Shopper Army reserves the right to delay payment for any purchase based on changes to Affiliate Store policies and procedures at any time.

## **Updating & Maintaining Your Account**

You must be logged into Shopper Army and enter your password to change your account information. You may check your account status and recent earning history at any time via the My Account section on the Shopper Army Website. For security purposes, it is recommended that you memorize your password and not write it down. You are responsible for keeping your password and other account information confidential. Shopper Army is entitled to act on instructions received under your password and is not responsible for any credits or debits made to your account by someone else who uses your password.

## **Receiving Communications from Shopper Army**

By signing up for Membership at Shopper Army, you agree to receive communications that are account and Membership related (e.g., that we’ve added money to your account, that your account is now ready for payment, etc.) as well as periodic shopping-related emails that highlight coupons and special deals that are available to Shopper Army Members and newsletters and other communications. You can opt-out of receiving emails that are not account-related by either (i) visiting your account page and clicking on the Subscriptions link, or (ii) following the unsubscribe link in any of the emails. Since we need to communicate account information with you in order to operate our Program, you cannot unsubscribe from account information emails if you wish to continue with the Program and receive Cash Back. But rest assured that we don’t send account emails unnecessarily. If you do not wish ever to hear from Shopper Army, even if just to hear that we awarded you Cash Back, you can close your account by contacting Shopper Army.

## **Protecting Your Information**

Shopper Army does not sell or rent your information to third parties. Shopper Army requires your name and address in order to send you payment of Cash Back and other rewards earned through Shopper Army. Any other information gathered by Shopper Army will be used only to improve your Shopper Army experience, for example by minimizing the

irrelevant content or offers you see and increasing the relevant offers you see. Such information might include your preferred types of offers or shopping categories. As detailed in Shopper Army Privacy Policy, Shopper Army does not disclose your information to third parties except as necessary (i) for Shopper Army agents and service providers to make payments to you; (ii) to comply with government agency or court orders or requests; or (iii) for Shopper Army to send Shopper Army communications to you.

## **Using Shopper Army Applications**

Shopper Army does not install or require you to install any software to access the Program. Members can earn Cash Back on their purchases by using only the web site [www.ShopperArmy.com](http://www.ShopperArmy.com) .

## **Links and Content**

Shopper Army does not review or control, and is not responsible for, any websites linked from or to the Shopper Army website or any Shopper Army Applications, the content of those websites, the privacy practices of those websites, the third parties named therein, or their products or services. Linking to any other website is at your sole risk and Shopper Army will not be responsible or liable for any damages in connection with such linking. You may not gather, extract, reproduce and/or display on any other nonShopper Army website or other online service, any material on or from the Shopper Army Applications, whether or not by the use of spiders or other 'screen scraping' software or system used to extract data without the express consent of Shopper Army.

## **Inactive Member Accounts & Termination of Program Membership**

Membership in the Shopper Army program is free: there is no charge to be a Member or to earn and receive Cash Back. If your account is inactive for more than twelve (12) consecutive months, Shopper Army reserves the right to debit your Shopper Army account balance two dollars (\$2.00) per month to recover the cost of account maintenance until (i) you reactivate your account by starting a shopping session via Shopper Army or Shopper Army's Applications, completing a qualifying purchase, or updating your account information (providing a valid name, email and mailing address), or (ii) your account balance is zero. If the balance in your inactive account is or becomes zero, Shopper Army will close the account permanently and cease to maintain your account records and Program access. The inactive account maintenance charge will not cause your account balance to become negative and will not cause you to owe money to Shopper Army.

## **Program Limitations, Qualifications and Disclaimers**

Membership in the Program is subject to the Terms & Conditions. All Affiliate Store membership and/or operating agreements as they relate to their affiliate or partner programs with Shopper Army and which reside on the Affiliate Store's respective websites are hereby incorporated into these Terms & Conditions by reference.

Membership in the Program is limited to individuals who are 18 years of age or older. Members may not use scripts or disguised redirects to derive financial benefit from Shopper Army. Members must have Internet access and maintain a valid email address to be eligible to receive the privileges and benefits of Membership.

Any failure to comply with these Terms & Conditions, any fraud or abuse relating to the accrual or receipt of Cash Back rewards, or any misrepresentation of any information furnished to Shopper Army or its affiliates by you or anyone acting on your behalf may result in the termination of your Membership in the Program and forfeiture of your accrued Cash Back rewards.

The determination of whether or not a purchase made through a Shopper Army Affiliate Store qualifies for Cash Back is at the sole discretion of Shopper Army. If an Affiliate Store fails to report a transaction to Shopper Army or withholds payment to Shopper Army for any reason, Shopper Army reserves the right to cancel the Cash Back associated with that transaction. If Shopper Army has any reason to suspect that fraudulent activity is associated with your account, Shopper Army reserves the right to delay or withhold payment of Cash Back. Shopper Army may request you forward the Affiliate Store order confirmation in order to validate purchases that qualify for Shopper Army Cash Back. You give Shopper Army permission to review your account with Affiliate Stores in cases where Shopper Army suspects fraudulent activity. Shopper Army is not responsible for lost or stolen payments, including gift cards. Shopper Army is not responsible for payments delivered to the wrong address through no fault of Shopper Army or for payment errors made by third party payments processors such as PayPal.

It is your responsibility to check your account regularly to ensure that Cash Back has been properly credited and paid and that your account balance is accurate. If you do not believe that Cash Back has been correctly credited to your account you must contact Shopper Army Member Service within 90 days of the transaction. Should you disagree with any adjustments made to your account or payments made to you, your sole remedy is to withdraw from the Program.

You may be taxed on your receipt of Cash Back payments and other consideration (merchandise, travel, etc.) for Member referrals, depending on the tax laws of federal, provincial, and local jurisdictions. Shopper Army may choose to provide you with those notices to you on occasion. In all instances, you will be solely responsible for any and all tax liability arising out of the consideration received for Member referrals. Shopper Army is not responsible for changes to, or discontinuance of, any Affiliate Store, or for any Affiliate Store withdrawal from the Program, or for any effect on accrual of Cash Back caused by such changes, discontinuance, or withdrawal. Shopper Army is not responsible for changes to, or discontinuance of, any special offer or coupon code at an Affiliate Store site.

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