

15. In the Case of Errors or Questions About Your Transactions.

All questions about Transactions initiated with your Card should be directed to us rather than to your Financial Institution. We are responsible for resolving any errors in your Transactions involving the Program. Please write or call us as provided in Section 3, “How To Contact Us,” as soon as you can if you think your Account Statement or Transaction receipt is wrong. If you need more information about a Transaction listed on your Statement or receipt, please provide us with the following information:

(1) Your name and Card number;

(2) A description of the error or Transaction you question and an explanation as to why you believe it is in error or why you need additional information;

(3) The dollar amount of the suspected error.

If you tell us orally, we may ask that you send us your complaint or question in writing within ten (10) business days from the date you notified us. Our business days are Monday–Friday, excluding holidays.

We will investigate and tell you the result of our investigation within twenty (20) business days after you notify us. We will promptly correct any error. However, we may take up to ninety (90) calendar days from the date you notified us to investigate your complaint or questions. If we decide to use the longer period of time, we will transfer funds within twenty (20) business days from the date you notified us of the amount you believe to be in error, to permit your Financial Institution to re-credit your Account so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or request in writing and we do not receive it within ten (10) business days following your oral notification, we may not re-credit your account.

If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. Upon your request, we will provide you with copies of the documents we used in our investigation. If we have provisionally re-credited your Account during the investigation and determined that there was no error, we will notify you of the date on which we will charge your Account and the amount to be charged. We ask that you make certain your Account has sufficient available funds to pay this charge. If it does not, we have the right to collect the provisionally re-credited amount from you, plus those fees and charges described in Sections 9 and 11 above.

16. Termination.

Either you or your co-applicant may terminate your participation in the Program, but you must do so by contacting us as described in Section 3, “How To Contact Us,” and by returning your card, cut in half, to us.

We may at any time terminate the Agreement, or discontinue the Program as a whole, or discontinue any Service, Location, Terminal, or combination thereof. If we terminate or suspend your right to participate in the Program, or any part of the Program, because you defaulted pursuant to Section 12, “Default,” or in order to maintain the security in the Program, such termination will be effective without notice.

Your right to participate in the Program will be automatically terminated if your Account is closed.

17. Joint and Several Liability.

In the case of co-applicants, each of you and both of you together are liable for any amounts that may become payable to Wegmans under the terms of this Agreement as a result of use of your Card or Cards by any Cardholder or authorized person.

18. Entire Agreement; Amendments; Assignment.

This Agreement, along with any amendments, your Application, and our Confirmation together comprise the entire agreement between you and us, and supersede all prior negotiations, agreements or representations, whether oral or in writing, which have been merged and have been fully integrated into this Agreement. This Agreement may only be amended or modified in writing. The current version of this Agreement can be found online at: wegmans.com/shoppersclub. We will provide reasonable notice when we post an amended version of this Agreement online. Use of your Card and/or key Tags after an amended Agreement has been posted will be deemed acceptance of this Agreement as then amended.

We may assign our rights under this Agreement to any subsidiary or other company at any time without notice to you. Your rights and obligations will bind your successors and legal representatives, but may not be assigned or transferred.

19. Binding Arbitration.

(1) Purpose. Any Dispute involving you and us shall be resolved through individual arbitration.

(2) Definitions. This arbitration provision shall be interpreted broadly. “Dispute” means any claim or controversy related to us or our relationship with you, including but not limited to any and all: (1) claims for relief and theories of liability, whether based in contract, tort, fraud, negligence, statute, regulation, ordinance, or otherwise; (2) claims that arose before this or any prior Agreement; (3) claims that arise after the expiration or termination of this Agreement; and (4) claims that are the subject of purported class action litigation. As used in this arbitration provision, “us” “we” and “our” means Wegmans Food Markets, Inc. and any of its predecessors, successors, assigns, parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees and agents As used in this arbitration provision, “you” and “your” refer to all persons who signed the Wegmans Shoppers Club Application, or any supplemental applications, for use of the Card and/or Key Tags and who have been approved as a Cardholder, as well as anyone you authorize to use your Card and or Key Tags.

(3) Exclusions. Notwithstanding the foregoing, disputes relating to the scope, validity, or enforceability of this arbitration will not be subject to arbitration.

(4) Initiation of Arbitration. The party initiating an arbitration proceeding under this arbitration provision shall do so by opening a case with the American Arbitration Association (“AAA”) by vising its website (www.adr.org) or calling its toll-free number (1-800-778-7879). You may deliver any required or desired notice to us by mail to Wegmans Legal Department at the following address: Wegmans Food Markets, Inc., Attention: General Counsel, 1500 Brooks Avenue, PO Box 30844, Rochester, NY 14603-0844.

(5) Arbitration Procedures. This Arbitration Provision shall be governed by the Federal Arbitration Act. Arbitrations shall be administered by the AAA pursuant to its Consumer Arbitration Rules (the “AAA Rules”) as modified by the version of this Arbitration Provision that is in effect when you notify us about your Dispute. You can obtain the AAA Rules from the AAA by visiting its website (www.adr.org) or calling its toll-free number (1-800-778-7879). If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Provision shall govern. If there is a conflict between this Arbitration Provision and the AAA rules, this Arbitration Provision shall govern. If the AAA will not administer a proceeding under this Arbitration Provision as written, the parties shall agree on a substitute arbitration organization. If the parties cannot agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will administer a proceeding under this Arbitration Provision as written applying the AAA Consumer Arbitration Rules. A single arbitrator will resolve the Dispute. Unless you and we agree otherwise, any arbitration hearing will take place at a location convenient to you. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information. The arbitrator shall issue a reasoned written decision that explains the arbitrator’s essential findings and conclusions. The arbitrator’s award may be entered in any court having jurisdiction over the parties only if necessary for purposes of enforcing the arbitrator’s award. An arbitrator’s award that has been fully satisfied shall not be entered in any court.

(6) Waiver of Class Actions and Collective Relief. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER CARDHOLDERS, OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY’S CLAIM. THE ARBITRATOR MAY NOT AWARD RELIEF FOR OR AGAINST ANYONE WHO IS NOT A PARTY. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THIS WAIVER OF CLASS ACTIONS AND COLLECTIVE RELIEF IS AN ESSENTIAL PART OF THIS ARBITRATION PROVISION AND CANNOT BE SEVERED FROM IT. THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION ARE NOT ESSENTIAL PARTS OF THIS ARBITRATION PROVISION AND CAN BE SEVERED FROM IT BY A COURT OF COMPETENT JURISDICTION.

(7) Arbitral Fees and Costs. If your claim seeks more than \$75,000 in the aggregate, the payment of the AAA’s fees and costs will be governed by the AAA Rules. If your claims seek less than \$75,000 in the aggregate, the payment of the AAA’s fees

and costs will be our responsibility. However, if the arbitrator finds that your Dispute was frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), the payment of the AAA’s fees and costs shall be governed by the AAA Rules and you shall reimburse us for all fees and costs that were your obligation to pay under the AAA Rules. You may hire an attorney to represent you in arbitration. You are responsible for your attorneys’ fees and additional costs and may only recover your attorneys’ fees and costs in the arbitration to the extent that you could in court if the arbitration is decided in your favor. Notwithstanding anything in this arbitration provision to the contrary, we will pay all fees and costs that we are required by law to pay.

(8) Survival. This Arbitration Provision shall survive the termination of this Agreement and termination of your participation in the Program.

20. Severability.

Except as specifically provided herein, if any provision of this Agreement is held to be invalid, that provision will be regarded as omitted from the Agreement; the remaining provisions will remain in effect.

21. Choice of Law.

This Agreement will be governed by the laws of the State of New York, without regard to its conflict of laws principles.

Wegmans Food Markets, Inc.

By: 
Stephen R. Van Arsdale, Secretary.



Wegmans Shoppers Club Card Agreement

This Agreement and your Wegmans Shoppers Club Card Application constitute the entire Agreement between WEGMANS FOOD MARKETS, INC. (“Wegmans”) and the WEGMANS SHOPPERS CLUB CARDHOLDER (“Cardholder”) concerning the Wegmans Shoppers Club Program and Services, effective July 15, 2018.

Important Points about this Agreement:

1. THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION IN SECTION 19 THAT AFFECTS YOUR RIGHTS. THE ARBITRATION PROVISION REQUIRES THAT DISPUTES BE RESOLVED IN INDIVIDUAL ARBITRATIONS. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

2. We want to make sure you continue to receive all of the Shoppers Club Card benefits available to you. Let us know as soon as possible if you change your address and/ or your bank account number. Please see Section 3, “How to Contact Us.”

3. Unfortunately, Cards and/ or Key Tags can become lost or stolen. To help prevent misuse of your Card and/ or Key Tags, please let us know immediately when you know or suspect that your Card has been lost or stolen. Please see Section 3, “How to Contact Us.”

4. We take our customers’ concerns about privacy very seriously. Our policy regarding the use and disclosure of information related to your Card and/ or Key Tags and the transactions you initiate is summarized in Section 2, “Disclosure and Use of Information.”

5. Initial limits on the amount and number of Checks you write using your Card may apply. These limits, as well as the services associated with your Card, are described in the Confirmation Form sent with your Card. If you would like to have your limits increased and/ or additional services added, please call the Credit Department at 1-800-848-1555, Option 4.

Key Tags cannot be used to authorize Paper Check Transactions. Please see Section 4, “Using Wegmans Shoppers Club Services.”

6. Should you have any questions regarding how to use your Card and/ or Key Tags, or additional Services available to you, please contact Shoppers Club Customer Service at 1-800- 848-1555.

We thank you in advance for any ideas and suggestions you might have on how we can improve the Shoppers Club Program to better serve your needs.

RETURNED ITEM FEES: You agree to pay the Payee (or Wegmans on the Payee’s behalf) for any Check authorized by you that is not paid immediately by your Financial Institution a fee equal to the highest amount permitted in the state where the check was presented to us, even if it is paid later.

In the event any Check authorized by you is not paid in full by your Financial Institution, you agree to pay the Payee or us, in addition to the fees described above, as follows:

- Interest on all unpaid amounts at the highest contract rate then allowed by law, computed from the date of the Transaction until paid in full
- All reasonable documentation fees, including customary fees for protests and notices of dishonor
- All of the Payee’s or our collection costs including reasonable attorney’s fees
- All court costs and legal process costs prescribed by law.

Scope of the Agreement:

This Agreement governs the use of the Wegmans Shoppers Club Card (“Card”) and Key Tags issued to you by Wegmans when you use it to participate in the Wegmans Shoppers Club program (“Program”).

The Program allows Cardholders access to certain Wegmans Shoppers Club Services (“Services”) via electronic terminals located in the Wegmans stores and locations (“Locations”) that display the Shoppers Club logo. Services include the functions described below and additional functions that Wegmans may announce from time to time.

In this Agreement, “us”, “we”, and “our” means Wegmans Food Markets, Inc. and any of its predecessors, successors, assigns, parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees and agents. The terms “you” and “your” refer to all persons who signed the Wegmans Shoppers Club Application, or any supplemental applications, for use of the Card and/or Key Tags and who have been approved as a Cardholder, as well as anyone you authorize to use your Card and or Key Tags.

This Agreement and any amendment(s) shall be binding on you and us effective the date we issued the Card and/ or Key Tags to you, provided you receive the Card and sign it or use it, or do not return the Card and/ or Key Tags to us within ten (10) days at the address shown in Section 3, “How to Contact Us.”

1. Meaning of Terms.

In addition to the terms defined above, the following terms shall have the following meanings:

“Ceiling Limits” refers to the limits we may impose on your use of your Card. Limits may govern the maximum amount of any check, or the maximum number of allowable Transactions per day or other periods of time or the maximum total amount of allowable Transactions per day or other periods of time. Ceiling Limits may vary for different Cardholders, Payees, Locations, or Services.

“Check” refers to a “Paper Check” (see Section 5).

“Confirmation” refers to a written notice (which may take the form of Card carrier that is received with your Card) by Wegmans that your application for a Card has been approved.

The Ceiling Limits and Services assigned to your Card will be listed on the Confirmation.

“Payee” refers to Wegmans, or any Location that accepts your checks in payment for goods, services or cash.

“Terminal” means any Electronic Terminal chosen by us for use in the Program.

“Transaction” or “Transactions” refer to your use of your Card to access any Service.

“Your Account” refers to the checking account or the share draft account you have designated in your Application for payment of your Checks, or any substitute account that you establish with your Financial Institution after having designated an account.

“Your Financial Institution” and/or “your Bank” refers to the Financial Institution holding Your Account.

2. Disclosure and Use of Information

You authorize us to confirm and re-verify from time to time the information you provided in the Application. This includes, if applicable, contacting your employer and/ or government assistance program(s) and Financial Institutions(s) identified in the Application.

In order to ensure that your privacy is protected, we will collect only the information we need to maintain and improve products and Services offered to Cardholders.

Wegmans will never sell your personal or purchase information to anyone.

Wegmans will never share your personal or purchase information with anyone except in the following instances:

- (1)** As requested or authorized by you as necessary to enable us to offer you savings on products and services
- (2)** As necessary to complete a Transaction initiated by you through the use of your Card
- (3)** To comply with subpoenas, court orders or other legally binding mandates.

Wegmans may use your personal or purchase information to enforce our legal rights or to compare such information with any available employment records for any lawful purpose.

If you prefer that we do not use your purchase information to provide you with additional discounts and/ or other benefits, please notify us as described in Section 3, “How To Contact Us.”

This Agreement is also covered by Wegmans Privacy Policy, which is incorporated by reference here and which you can access online at wegmans.com/privacypolicy or at the Service Desk at any Wegmans store.

3. How To Contact Us.

If for any reason, you wish to contact us about the Program, about your participation, about Transaction errors, lost or stolen Cards, or unauthorized Transactions, write or call us during normal business hours (8:00am-5:00pm, Monday-Friday) as follows:

Wegmans Shoppers Club Customer Service, P.O. Box 23195, Rochester, New York 14692-3195 1-800-848-1555.

4. Using Wegmans Shoppers Club Services.

We will use reasonable effort to keep Cardholders advised of Locations participating in the Program and the Services available

at each Location. It is your responsibility to verify that the Wegmans Shoppers Club logo is displayed at a Location before you attempt to make purchases to be paid for by your use of your Card. Also, you should note any amount limits on Transactions posted at that Location.

Services authorized for you are noted in the Confirmation. They may be supplemented from time to time by those additional Services displayed at Locations as being available to Cardholders.

The amount of cash you may obtain in any Transaction may be limited by us at any Location or Terminal and will be subject to the availability of cash at each Location or Terminal. Key Tags are issued to all Shoppers Club Cardholders and may be used to receive Shoppers Club discounts in lieu of the regular Shoppers Club Card. Key Tags cannot be used to authorize Paper Check Transactions.

5. Paper Checks.

If approved for Check cashing, you may use your Card to pay the Payee physical paper Check (“Paper Check”), drawn on a Financial Institution for the price of the goods and/ or services purchased and any cash obtained, plus any fees and charges as described in Section 11, “Charges,” subject to your Ceiling Limits.

Key Tags cannot be used to authorize Paper Check Transactions. In addition, you authorize the Payee (or Wegmans on the Payee’s behalf), at our option, to convert Paper Checks drawn on an Account in your name and payable to Wegmans (or the Payee) into ACH (Automated Clearing House) point-of-purchase (POP) Debit Transactions to be charged to your Account. In turn, we agree to follow the rules of the National Automated Clearing House Association governing POP Transactions except as may be amended by this Agreement.

6. Changes in Your Account or Mailing Address.

If you are approved to use Paper Check Services and you change your Account number or change your Financial Institution, you must notify us. Your notice to us must be in writing and should be sufficiently in advance of your first Transaction on your new Account to allow us to make the necessary changes to our records. We will attempt to notify you by mail when such changes have been made. If you fail to notify us of changes or fail to notify us in a timely manner, you agree to be responsible for any returned check fees or other charges imposed by your Financial Institution and Wegmans as a result.

From time to time we will need to contact you to reissue your Card. For this reason, it is important that you inform us of any changes in your mailing address.

7. Other Wegmans Shoppers Club Services.

We may offer additional Services from time to time. Notices about such Services will be posted at or near Locations or, if we deem appropriate, by an amendment to this Agreement. Your first use of such a Service constitutes your acceptance of the terms and conditions of the Service. If for any reason you choose not to have the new Service available to you, please let us know in writing to the address shown in Section 3, “How To Contact Us.”

8. Records of Transactions.

For each Transaction, we will provide a printed Terminal receipt at the time of the Transaction. The receipt will describe the Transaction, the Payee, the Location, any fee assessed by us, and certain other information.

9. Your Obligation for Payment.

You agree that your application for a Shoppers Club Card constitutes your renewed promise to pay any unpaid debt owed or previously owed to the Payee (or Wegmans on the Payee’s behalf), including any unpaid Paper Checks and any Returned Item Fees and interest thereon, and you agree to waive any defense arising from any statute of limitations for any such existing debt. Your obligation may include fees or charges as described in Section 11, “Charges.”

You agree to maintain a sufficient balance of available funds in your Account to pay the amount of each Check and other amounts you owe the Payee. If any amount due the Payee is not paid in full from your Account upon the first presentation of your Check for any reason, you agree to pay the amount to the Payee or us, on demand, with any additional charges as described in Section 11, “Charges.”

If a duplicate payment for a returned Check occurs, we will reimburse you solely for the duplicate payment and we assume no responsibility or liability for any additional damages or charges incurred by you whether direct or indirect.

In addition, you agree that if you issue a Check and you knew or should have known that payment would be refused for any reason, you may be liable, not only for the face amount of the Check, but also for damages under the circumstances described in Section 12, “Default.”

10. Ceiling Limits.

Your initial Ceiling Limits are described in your Confirmation. We may change these limits from time to time. A decision not to enforce Ceiling Limits at any time does not mean they will not be enforced at other times and will not change your obligation for payment of the amount of each Check or other obligation to a Payee as described in Section 9, “Your Obligation for Payment.”

11. Charges.

TRANSACTION FEES: Your Financial Institution may charge you its customary fee or fees for handling Checks.

SERVICE FEES: We reserve the right to impose other service charges or fees at any time for all or selected Services. Such charges or fees may be posted at the Location of the Terminals for which such charges are in effect, or may be described to you by an amendment to this Agreement. Such service charges may be added to the amount of a Transaction initiated by you at a Terminal or as otherwise designated by us to you.

12. Default.

If any Check or other Transaction authorized by you is not paid in full on the first presentation, the Payee and we have the immediate right to collect the amount of the Transaction from you, including all applicable charges, fees and interest as described in Section 11, “Charges.” In addition, we may suspend or cancel your right to participate in some or all of the Services available to you without prior notice to you. We may also deny employment based on such information.

Further, you authorize the Payee (or Wegmans on the Payee’s behalf), at our option, to convert any Paper Check, drawn on an Account in your name and made payable to Wegmans (or the Payee), that is not paid in full on first presentation, into an ACH (Automated Clearing House) re-presented check (RCK) debit transaction to be charged to your Account.

You also authorize the Payee (or Wegmans on the Payee’s behalf), at our option, to use an ACH Debit Transaction to be charged against your account to collect any Returned Item Fees, as described in Section 11, “Charges,” owed by you to Wegmans or the Payee.

Applicable to residents of New York State: If any Check authorized by you is not paid in full by your Financial Institution when first presented, and you knew or should have known that payment of the Check would be refused because your Account was closed or you had insufficient available funds on deposit in the Account, then you agree that the remedies described in Section 11-104 of the General Obligations Law of New York (GOL 11-104), will be available to the Payee (or to Wegmans on the Payee’s behalf), provided that we comply with the provisions of GOL 11-104 concerning the giving of conspicuous notice of any additional damages that may be imposed, and the giving of a first and second written demand for payment, in the form prescribed in GOL 11-104. This notice will state that you are liable, not only for the amount of the Check, but also for additional damages in an amount to be determined by the court in light of the circumstances. In no event will the total amount of your liability for additional damages be greater than twice the face amount of the Check or \$750.00, whichever is less. You agree that the paragraph constitutes conspicuous notice as required by Subdivision (6) of GOL 11-104. Your liability for additional damages is subject to certain exceptions and certain defenses as described in GOL 11-104.

13. Your Liability for Unauthorized Transactions.

Tell us at once if you believe your Card has been lost, stolen, or someone has or may have withdrawn funds from your Account without permission (see Section 3, “How To Contact Us”).

14. Our Responsibilities for Improper Transactions or Payments.

If a transaction at a Terminal is not completed as you have directed, or if we transmit a charge in an erroneous amount to your Financial Institution and it is charged to your Account, we are responsible to you for your direct losses, but not for any other kind of damages, except to the extent required by law. However, there are some exceptions. We will not be responsible to you for any loss in any of the following instances:

- (1)** If through no fault of ours, your Account does not have sufficient available funds to complete the Transaction;
- (2)** If the funds in your Account are subject to legal process or other encumbrances restricting the Transaction;
- (3)** If the cashier at the Terminal where you are initiating the Transaction does not have sufficient cash to permit you to obtain all the cash you requested and the Transaction is limited to the amount of goods and/ or services purchased;
- (4)** If the Terminal was not working properly and you knew this at the time you started the Transaction.

If circumstances beyond our control (such as fire, flood, interruption of telephone service and the like) affect the Transaction, despite precautions we have taken and any other exceptions stated in this Agreement.