

- All court costs and legal process costs prescribed by law.

#### 15. Default.

If any Check or other Transaction authorized by you is not paid in full on the first presentation, 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 14, “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.

Further, you authorize Wegmans, at our option, to convert any Paper Check, drawn on an Account in your name and made payable to Wegmans, 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 Wegmans, 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 14, “Charges,” owed by you to Wegmans.

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 Wegmans, 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.

#### 16. Your Liability for Unauthorized Transactions and Advisability of Prompt Reporting.

**TELL US AT ONCE IF YOU BELIEVE YOUR CARD AND/OR PIN HAS BEEN LOST, STOLEN, OR SOMEONE HAS OR MAY HAVE WITHDRAWN FUNDS FROM YOUR ACCOUNT WITHOUT PERMISSION (SEE SECTION 3, “HOW TO CONTACT US.”)**

Electronic Funds Transfers

If you believe either your Card or PIN has been lost or stolen and you notify us by telephone and/or in writing within two (2) business days after you learn of the loss or theft, you can be held liable for no more than \$50 if someone used your Card and PIN without your permission to issue Electronic Checks against your Account.

If you fail to notify us within two (2) business days after you learn of the loss or theft of your Card and/or PIN, and we can prove that we could have prevented someone from using your Card and PIN had you told us, you could be responsible for up to \$500 in

unauthorized Electronic Check Transactions issued by use of your Card and PIN.

Also, if your Periodic Account Statement shows Transactions that you did not initiate by authorized use of your Card, tell us at once. If you fail to notify us within 60 days after the statement was mailed to you by your Financial Institution, you may not recover any money you lost after the 60 days if we can prove that we could have prevented someone from using your Card and PIN had you told us in time.

If a good reason (such as an extended trip or hospital stay) prevents you from telling us, or if a delay resulted from the fact that you initially notified or attempted to notify your Financial Institution, we will extend the period of time allowed for notification.

The foregoing shall apply to the Card only to the extent that it is used at the Terminal for an Electronic Check Transaction (or any other “electronic funds transfer” as defined in Regulation E of the Federal Reserve Board) and only if the Cardholder is a natural person. If the foregoing does not apply, you will be responsible for all unauthorized transactions and transfers from your Account and we will have no liability for such unauthorized transactions or transfers unless caused by our bad faith or gross negligence.

Credit Transactions

Your liability for unauthorized Credit transactions shall not exceed \$50 per transaction. You will not be liable for any unauthorized use that occurs after you notify us.

#### 17. Our Responsibilities for Improper Transactions or Payments.

If you have followed the notice procedures described in Section 16 above in a timely manner, we will reimburse you for any unauthorized Electronic Check Transactions charged to your Account in excess of the amounts of your liability described above, except as provided in the next to last paragraph of Section 16.

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 Terminal was not working properly and you knew this at the time you started the Transaction

(4) 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 these Terms and Conditions.

#### 18. 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 (please do not disclose your PIN)

(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 ten (10) business days after you notify us. We will promptly correct any error. However, we may take up to 45 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 ten (10) 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 12 and 14 above.

#### 19. 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 discontinue the Program as a whole, or any Service, Location, Terminal, or combination thereof. If termination limits your rights to issue Electronic Checks, you will receive advance written notice of not less than 21 days prior to the effective date. If we terminate or suspend your right to participate in the Program, or any part of the Program, because you defaulted pursuant to Section 15, “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.

#### 20. 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 your use of your

Card or Cards by any Cardholder or authorized person.

#### 21. Entire Agreement: Assignment.

These Terms and Conditions, your Application, and our Confirmation together comprise the entire Agreement between you and us. It cannot be changed orally.

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.

In the event you or your co-applicant have previously executed a Check-cashing agreement with Wegmans, the terms and conditions of that agreement, are incorporated in this Agreement.

#### 22. Severability.

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.

#### 23. Governing Law.

All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of New York State without giving effect to any conflict of law provision. ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE INSTITUTED IN THE FEDERAL OR STATE COURTS LOCATED IN MONROE COUNTY, NEW YORK, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING.

#### 24. Miscellaneous.

You agree that all legal suits, actions or proceedings shall be solely on an individual basis, and that this Agreement does not permit class actions or any claims brought as a plaintiff or class member in any class action. YOU IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Wegmans Food Markets, Inc.

By:   
James J. Leo, Senior Vice President, Chief Financial Officer, Treasurer and Secretary



## Wegmans Shoppers Club for Business Terms and Conditions

**These Terms and Conditions, your Wegmans Shoppers Club for Business Card Application and the Confirmation constitute the entire Agreement between WEGMANS FOOD MARKETS, INC. (“Wegmans”) and the WEGMANS SHOPPERS CLUB FOR BUSINESS CARDHOLDER (“Cardholder”) concerning the Wegmans Shoppers Club for Business Program and Services, Effective May 1, 2016.**

#### Important Points about these Terms and Conditions:

1. We want to make sure you continue to receive all of the

Shoppers Club for Business 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.”

2. Unfortunately, Cards can become lost or stolen. To help prevent misuse of your Card, 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.”

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

4. Initial limits on the amount 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 Shoppers Club for Business at: 1-800-848-1555.

5. Should you have any questions regarding how to use your Card or additional Services available to you, please contact Shoppers Club for Business 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 for Business Program to better serve your needs.**

### Scope of this Agreement:

#### This Agreement becomes effective with your use of your Card.

These Terms and Conditions govern the use of the Wegmans Shoppers Club for Business Card (“Card”) issued to you by Wegmans when you use it to participate in the Wegmans Shoppers Club for Business program (“Program”).

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

In these Terms and Conditions, “you” and “your” refers to the business that signed the Wegmans Shoppers Club for Business Application (“Application”), or any supplemental applications, for use of the Card and that has been approved as a Cardholder, as well as anyone you authorize to use your Card. The terms “we,” “our,” and “us” refer to Wegmans Food Markets, Inc. and to any of its operating entities, including, but not limited to, Wegmans.

These Terms and Conditions and any amendment(s) shall be binding on you and us effective the date we issued the Card to you, provided you receive the Card and sign it or use it, or do not return the Card 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 other periods of time. Ceiling Limits may vary for different Cardholders, Locations, or Services.

“Check” refers to either a “Paper Check” (see Section 6) or an “Electronic Check” (see Section 7).

“Confirmation” refers to a written notice (which may take the form of the 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.

“Credit” refers to any purchase pursuant to which we agree to bill you at a later date.

“PIN” refers to the Personal Identification Number selected by you and entered at a Point of Sale Terminal.

“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” 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.

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.”

If you wish to obtain a copy of Wegmans Privacy Policy, please contact us as described in Section 3, “How To Contact Us,” or inquire 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, PINs or unauthorized Transactions, write or call us during normal business hours (8:00am–5:00pm, Monday–Friday) as follows:

Wegmans Shoppers Club for Business Customer Service P.O. Box 92217, Rochester, New York 14692-0217; phone: 1-800-848-1555.

#### 4. Wegmans Shoppers Club for Business Card and PIN.

If you are approved to use Electronic Checks (see Section 7) in conjunction with the Program, you will be able to select a Personal Identification Number (“PIN”) for your Card. You may select a PIN for your card at any Point of Sale Terminal. Your PIN can be any combination of four numbers (0-9). You should not disclose your PIN to anyone, including employees of Wegmans, except persons you authorize to use your Card.

Please take all necessary precautions to prevent any other person from learning your PIN or taking your Card. Please do not keep your PIN with your Card or in the same purse or wallet as your Card. Please do not write your PIN on your Card.

#### 5. Using Wegmans Shoppers Club for Business 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.

You agree to use the Shoppers Club for Business Card for business purposes only and not for any family or personal use.

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.

#### 6. Paper Checks.

If approved for Check cashing, you may use your Card to pay Wegmans with a physical paper Check (“Paper Check”), drawn on a Financial Institution for the price of the goods and/or services purchased, plus any fees and charges as described in Section 14, “Charges,” subject to your Ceiling Limits.

In addition, you authorize Wegmans, at our option, to convert Paper Checks drawn on an Account in your name and payable to Wegmans into ACH (Automated Clearing House) point-of-purchase (POP) Debit Transaction 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 these Terms and Conditions.

#### 7. Electronic Checks.

You can sign up to link your Card to your checking account to allow you to use your Card to initiate transactions that will be directly debited from that account (an “Electronic Check”) . To sign up to issue Electronic Checks using your Card, you will need to provide Wegmans with a voided Paper Check for the bank account from which you want Electronic Checks issued (the “Account”). If approved for Electronic Checks, you may use your Card to issue an Electronic Check at Locations where this Service is available to Cardholders. Once your card is swiped at the Point of Sale Terminal, the initial PIN you select for the first time will become your permanent PIN. Key Tags cannot be used to authorize Electronic Check Transactions.

Each time you issue an Electronic Check, you authorize Wegmans to initiate a transfer from your Account to us for the amount of the Transaction. The amount of the Transaction will be the price of the goods and/or services purchased through the use of a Terminal, plus any applicable fees or charges as described in Section 14, “Charges”, subject to your Ceiling Limits.

If you are not authorized to issue an Electronic Check, but attempt to do so, you will be obligated to pay Wegmans per Section 12, “Your Obligation for Payment,” to the same extent as if the Electronic Check had been authorized.

Your Card is issued by us, not by the Financial Institution that maintains your Account. The terms, benefits, and protections associated with your Card may vary from those that apply to a debit card issued by your Financial Institution. For example, if you use your Card to issue an Electronic Check that exceeds the balance in your Account, that Account may become overdrawn even if you chose not to allow overdrafts with respect to a debit card issued by your Financial Institution, and you may incur associated overdraft fees. Similarly, the liability limits applicable to your Card may be different from those applicable to a debit card issued by your Financial Institution.

#### 8. Credit

If approved for Credit, you may use your Card to make purchases on Credit at Locations where this Service is available to Cardholders.

We will bill you each month for any purchases made on Credit during the prior month. You agree to pay all charges on your account by the 10th of the month following billing. Any amounts that are overdue for more than 20 days shall bear a service charge equal to the lesser of (i) 1.5% per month and (ii) the maximum rate permissible by law, until paid. You agree to pay any costs incurred by us, including reasonable attorney’s fees, in collecting any overdue balance from you.

#### 9. Changes in Your Account or Mailing Address.

If you are approved to use Electronic Check and/or Paper Check Services and you change your Account number or change your Financial Institution, please 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. 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.

#### 10. Other Wegmans Shoppers Club for Business 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 these Terms and Conditions. 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.”

#### 11. Records of Transactions.

For each Credit or Electronic Check Transaction, we will provide a printed Terminal receipt at the time of the Transaction. The receipt will describe the Transaction, the Location, any fee assessed by us, and certain other information. We may also ask you to sign a copy of your Terminal receipt. You should receive periodic statements from your Financial Institution reflecting Transactions posted to your Account.

Please save the Terminal receipts you are given and compare them to your statements. Your regular Shoppers Club for Business statements will only list transaction totals by date; they will not itemize each item purchased.

#### 12. Your Obligation for Payment.

You agree that your application for a Shoppers Club for Business Card constitutes your renewed promise to pay any unpaid debt owed or previously owed to Wegmans, including any unpaid Paper or Electronic 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 14, “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 Wegmans. If any amount due Wegmans 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 us, on demand, with any additional charges as described in Section 14, “Charges.”

If a duplicate payment for a returned Check occurs, we will reimburse you for the amount of the returned item; however, we do not assume responsibility for any incidental damages or charges.

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 15, “Default.”

#### 13. 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 Wegmans as described in Section 12, “Your Obligation for Payment.”

#### 14. Charges.

**TRANSACTION FEES:** There is no charge for Electronic Checks completed at a checkout lane Terminal. 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 these Terms and Conditions. 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.

**RETURNED ITEM FEES:** You agree to pay Wegmans 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 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 our collection costs including reasonable attorney’s fees