



Wegmans Shoppers Club for Business Terms and Conditions

These Terms and Conditions, your Wegmans Shoppers Club for Business Membership Application, Charge Card Application (if approved by Wegmans) and the Confirmations you will receive for both your Membership Card and your Charge Card (if approved by Wegmans) constitute the entire Agreement between WEGMANS FOOD MARKETS, INC. ("Wegmans") and the WEGMANS SHOPPERS CLUB FOR BUSINESS MEMBER ("Member") concerning the Wegmans Shoppers Club for Business Program and Services, effective March 29, 2021. Important points about these Terms and Conditions:

- I. THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION IN SECTION 9 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.
- II. 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 below, "How to Contact Us."
- III. To help prevent misuse of your Card(s), please let us know immediately when you know or suspect that your Card has been lost or stolen. Please see Section 3 below, "How to Contact Us."
- IV. We take our customers' concerns about privacy very seriously. Our policy regarding the use and disclosure of information related to your membership and the transactions you initiate is set forth in Section 2 below, "Disclosure and Use of Information."
- V. Should you have any questions regarding how to use your Card(s) or additional Services available to you, please contact our Customer Care Center at 1-800-934-6267. 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 Membership Card. These Terms and Conditions govern the use of the Wegmans Shoppers Club for Business Membership Card ("Membership Card") issued to you by Wegmans when you use it to participate in the Wegmans Shoppers Club for Business Program ("Program"). The Program allows Members 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 or Shoppers Club for Business logos, as well as in e-commerce transactions on Wegmans.com and through use of the Wegmans mobile app and its Meals2Go mobile app. Services include the functions described below and additional functions that Wegmans may announce from time to time.

In this Agreement, "you" and "your" refers to the business that signed the Wegmans Shoppers Club for Business Membership Application ("Membership Application"), or any supplemental applications, for use of the Membership Card and that has been issued a Membership Card, as well as any business that has submitted an application ("Credit Application") for and been approved and issued a Wegmans Shoppers Club for Business Charge Card (a "Charge Card"), as well as anyone you authorize to use your Membership Card and/or Charge 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. For Membership Cards, this Agreement shall be binding on you and us effective the date we issued the Membership Card to you, provided you receive the Membership Card and use it, or do not return the Membership Card to us within ten (10) days at the address shown in Section 3 below, "How to Contact Us." If you are approved for and issued a Charge Card, this Agreement shall be binding on you and us with respect to the Charge Card effective the date we issued the Charge Card to you, provided you receive the Charge Card and do not return it to us within ten (10) days at the address shown in Section 3 below, "How to Contact Us."

If we approve your Credit Application for and issue you a Charge Card, these Terms and Conditions also govern your use of your Charge Card as further described below under the heading “ADDITIONAL TERMS APPLICABLE TO CHARGE CARDS”. The terms “Membership Card” and “Charge Card” may sometimes be referred to in these Terms and Conditions as “Card(s)”.

1. Meaning of Terms. In addition to the terms defined above, the following terms shall have the following meanings:

“Credit Limits” refers to the limits we may impose on your use of your Charge Card. Credit Limits may vary for different Members, Locations, or Services.

“Confirmation” refers to a written notice (which may take the form of the Card carrier that is received with your Card(s)) by Wegmans that your application for a Membership Card has been approved. If you are approved for a Charge Card, the Credit Limits assigned to your Charge Card will be listed on the Charge Card Confirmation. The Services assigned to your Card(s) will be listed on the relevant Confirmation.

“Credit” refers to any purchase pursuant to which we agree to bill you at a later date under your Charge Card account.

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

“Transaction” or “Transactions” refer to your use of your Membership Card to access any Service, and to your Charge Card for making permitted purchases.

2. Disclosure and Use of Information.

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

3. How To Contact Us. To contact us about the Program, about your participation, about Transaction errors, lost or stolen Card(s), or unauthorized Transactions, call us from 8:00am–5:00pm Eastern Time, Monday–Friday at: 1-800-934-6267; at: 1-833-995-2918, 24 hours a day, 7 days per week; or utilize our customer service website at: Wegmans.com/scbchargehelp; or write us at: Wegmans Shoppers Club for Business Customer Service, P.O. Box 92217, Rochester, New York 14692-0217.

4. Changes in Your Account or Mailing Address. From time to time we may need to contact you to reissue one or more of your Card(s). For this reason, it is important that you inform us of any changes in your mailing address.

5. 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 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 by writing to the address shown in Section 3, “How To Contact Us.”

6. Using Wegmans Shoppers Club for Business Services. We will use reasonable effort to keep Members 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 or Shoppers Club for Business logo is displayed at a Location before you attempt to make purchases to be paid for by your use of your Charge Card. Also, you should note any amount limits on Transactions posted at that Location. You may also use your Card(s) for e-commerce transactions on wegmans.com, and through Wegmans’ Meals2Go mobile app. You agree to use the Card(s) for business purposes only and not for any family or personal use. Services authorized for you are noted in the relevant Confirmation. They may be supplemented from time to time by those additional Services displayed at Locations as being available to Members.

7. Termination. You 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(s), 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 we terminate or suspend your membership in the Program, or your Charge Card privileges, such termination will be effective without notice. Your right to participate in the Program will be automatically terminated if your Account is closed.

8. Entire Agreement; Amendments; Assignment. This Agreement, along with any amendments, your relevant Application(s), and our relevant Confirmation(s) 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: www.wegmans.com/service/shoppers-club/shoppers-club-for-business.html. We will provide reasonable notice when we post an amended version of this Agreement online. Use of your Membership Card or Charge Card 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.

9. Binding Arbitration.

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

- (b) 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 Application(s), or any supplemental applications, for use of the Card(s) and who have been approved as a Member, as well as anyone you authorize to use your Card(s).
- (c) Exclusions. Notwithstanding the foregoing, disputes relating to the scope, validity, or enforceability of this arbitration will not be subject to arbitration.
- (d) Initiation of Arbitration. The party initiating an arbitration proceeding under this arbitration provision shall do so by opening a case with JAMS (“JAMS”) by visiting its website (www.jamsadr.com) or calling its toll-free number (1.800.352.5267). 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.
- (e) Arbitration Procedures. This Arbitration Provision shall be governed by the Federal Arbitration Act. Arbitrations shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules for claims where the disputed amount is greater than \$250,000, or pursuant to JAMS’ Streamlined Arbitration Rules and Procedures for claims where the disputed amount is less than \$250,000 (the “JAMS 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 JAMS Rules from JAMS by visiting its website (www.jamsadr.com) or calling its toll-free number (1.800.352.5267). 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 JAMS Rules, this Arbitration Provision shall govern. If JAMS 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 JAMS 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.
- (f) 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 MEMBERS, 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.
- (g) Arbitral Fees and Costs. If your claim seeks more than \$75,000 in the aggregate, the payment of the JAMS’ fees and costs will be governed by the JAMS Rules. If your claims seek less than \$75,000 in the aggregate, the payment of JAMS’ 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 JAMS’ fees and costs shall be governed by the JAMS Rules and you shall reimburse us for all fees and costs that were your obligation to pay under the JAMS 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.
- (h) Survival. This Arbitration Provision shall survive the termination of this Agreement and termination of your participation in the Program.

10. 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.

11. 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.

ADDITIONAL TERMS APPLICABLE TO CHARGE CARDS:

12. Wegmans Shoppers Club for Business Charge Card: Additional Account Terms. If approved for Credit, you may use your Charge Card to make purchases on Credit at Locations where this Service is available to Charge Cardholders, as well as for e-commerce transactions on wegmans.com, and through Wegmans mobile app and its Meals2Go mobile app. We will bill you on the first business day of each month for any purchases made using your Charge Card during the month just ended. You agree to pay all charges on your Charge Card account within 20 days thereafter. If all charges accrued on your account are not paid in full when due, your Charge Card account may, in our sole discretion, be frozen until such time as you pay all charges accrued on your account in full. You also agree to pay any costs incurred by us, including reasonable attorney's fees, in collecting any outstanding balances from you.

13. Records of Transactions. We will provide a printed Terminal receipt or an online receipt at the time of the Transaction. The receipt will describe the Transaction, the Location, and certain other information. Please save the receipts 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.

14. Your Obligation for Payment. You agree that your Application for a Charge Card constitutes your renewed promise to pay any unpaid debt owed or previously owed to Wegmans, 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 15, "Charges."

15. Charges. TRANSACTION FEES: There is no charge for using your Charge Card at a checkout lane Terminal or in online transactions.

SERVICE FEES: If you are approved for and issued a Charge Card, an Annual Fee of \$100 will be charged to the Master Customer Billing Account address on record. The first Annual Fee will be assessed 90 days following the date your Charge Card is approved and issued to you, and will be payable in full along with the other charges accrued on your Charge Card account for that month. Thereafter, your Annual Fee will be assessed each year in the same month that your initial Annual Fee is assessed. This Annual Fee is assessed only to the Master Customer Billing Account address on record, and does not increase based on the number of accounts maintained or Charge Cards issued for that Master Account. In addition, we will assess a returned check fee of \$20 for each check returned to us for insufficient funds or any other reason. 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 or online for which such charges are in effect, or may be described to you by an amendment to these Terms and Conditions.

16. Notification to Us of Lost or Stolen Charge Cards and Unauthorized Transactions. You are responsible for all charges made through the use of the Charge Card(s) issued to your organization. Contact us at once if you believe your Charge Card has been lost or stolen, or if someone has or may have been engaging in unauthorized transactions with your Charge Card (see Section 3, "How To Contact Us".)

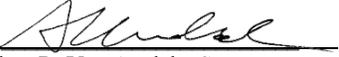
17. In the Case of Errors or Questions About Your Transactions. All questions about Transactions initiated with your Charge Card should be directed to us. We are responsible for resolving any errors in your Transactions involving the Program. Please write or call us as provided in Section 3, "How To 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. We will promptly investigate and tell you the result of our investigation as soon as possible after you notify us. We will promptly correct any error.

18. 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 Charge Card(s) by any Member or authorized person.

Wegmans Food Markets, Inc.

By: 
Stephen R. Van Arsdale, Secretary