

Abenity, Inc.

Merchant Terms and Conditions

You as a “Participating Merchant” desire to join the Abenity, Inc. (hereinafter referred to as “Abenity”) program, and in consideration of joining, you agree, as evidenced by signing up for the Abenity Program, to be bound by the following terms and conditions:

Abenity Services Provided

Abenity will publish Participating Merchant’s offer on Abenity.com behind a private, member’s only area for the employees and members of our corporate partners. Participating Merchant grants Abenity the limited license to, in Abenity’s sole and exclusive discretion, advertise Participating Merchant’s offer on any and all of Abenity’s distribution channels (including but not limited to online, print, and e-mail) and Abenity’s partner and/or affiliate platforms. Notwithstanding the foregoing, any such advertisements can only be redeemed via logging in to Abenity.com. The Participating Merchant’s listing in the Abenity Discount Directory will include all information provided by Participating Merchant to Abenity. All content provided by Participating Merchant must be approved by Abenity, in Abenity’s sole and absolute discretion, prior to being published in the Abenity Discount Directory. Participating Merchant will be provided with a dedicated offer page within the Abenity Discount Directory and may provide logos, banner images, and text for publication. Abenity shall not be responsible for, nor liable to the Participating Merchant or any third party, for the content on the Participating Merchant’s dedicated offer page. Participating Merchant shall honor any and all discount offers for all Abenity members who provide valid membership credentials for the length of this agreement. Approved Abenity membership credentials include the presentation of a printed coupon, showing the Abenity membership card, displaying an online coupon from a mobile device, or presenting an Abenity system generated text message from a mobile device. Participating Merchant’s discount offer will be active in the Abenity Discount Directory until Participating Merchant contacts Abenity with requested changes. Participating Merchant shall have the option to update Participating Merchant’s Offers throughout the duration of this Agreement, so long as any and all such updates/changes are provided to and approved by Abenity in Abenity’s sole discretion. Participating Merchant may discontinue Participating Merchant’s listing in the Abenity Discount Directory at any time with thirty (30) days written notice to Abenity. Such written notice, and any other notices required herein, shall be sent to the following address:

Abenity, Inc.
725 Cool Springs Blvd.
Franklin, TN 37067

Term

The initial term for these Terms and Conditions shall be one (1) year from the date of signing. Following the initial term, these Terms and Conditions shall automatically renew for succeeding terms of one (1) year unless either party provides written notice of termination to the other party at least sixty (60) days prior to the expiration of any term.

Notice of Claims

Any claim asserted against or made by a member, client or corporate partner to the Participating Merchant shall

be immediately reported in writing to Abenity. Failure to promptly notify Abenity of a claim shall be an event of default by the Participating Merchant and Abenity may, in its sole discretion, elect to immediately remove Participating Merchant from the Abenity Program.

Participating Merchant Representations

Participating Merchant represents and warrants to the best of its knowledge: (i) that it has all necessary right, power and authority to enter into these Terms and to fulfill its contractual obligations hereunder; (ii) that the information that it uploads, posts, e-mails, transmits, or otherwise makes available to us or on our Sites, including without limitation content, trademarks, logos and screenshots, is accurate and free of third party encumbrances; (iii) that it has not breached any third party rights, including without limitation: intellectual property, publicity or privacy, consumer protection, tort and product liability rights; (iv) that it complies with all applicable security standards and is free from any viruses, including without limitation malware or Trojan horses; and (v) that it complies with all applicable laws, statutes, ordinances and regulations.

Disclaimer

IT IS EXPRESSLY UNDERSTOOD BETWEEN THE PARTIES THAT ABENITY DISCLAIMS ANY LIABILITY FOR DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM ANY COMMUNICATION OF INFORMATION BY ABENITY CONCERNING THE PRODUCTS, SERVICES OR DISCOUNTS BEING OFFERED BY THE PARTICIPATING MERCHANT TO MEMBERS AND/OR CORPORATE PARTNERS.

Indemnification

Each party agrees to defend, indemnify, and hold harmless the other party and each party's employees, contractors, members, corporate partners, managers, officers, shareholders, agents and directors from all liabilities, claims, losses, damages, obligations, costs, and expenses, including attorney's fees, that arise from or relate to (a) a party's gross negligence and willful misconduct in performing any of its obligations under these Terms, (b) a party's wrongful use of and access of the Abenity Program, Abenity Site or any services, information or products from the Site, (c) a party's violation of the rights of any third party, including but not limited to any copyright, property, or privacy right; or (d) any claim that one or more of a party's submission to the Site has caused damage to a third party, or (e) a party's violation or breach of any of these terms and conditions, or a party's representations and warranties.

This defense and indemnification obligation shall survive the Participating Merchant's involvement in the Abenity Program. Abenity reserves the right, in its sole discretion, to assume the exclusive defense and control of any claim for which Abenity or any of the indemnitees listed above are entitled to indemnification hereunder. In such event, the Participating Merchant shall pay all fees and costs for such defense and shall provide Abenity with such cooperation at no charge as is reasonably requested by Abenity to assert any available defenses.

Governing Law and Venue

These terms and conditions shall be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to its conflicts of law provisions. The Participating Merchant hereby submits, as evidenced by signing up for the Abenity Program, to the exclusive jurisdiction of the courts of Davidson County, Tennessee, for purposes of any and all litigation arising out of or relating to the Participating Merchant's involvement in the Abenity Program. The Participating Merchant waives any objections to the

forum of Tennessee for lack of venue, forum non conveniens, or any other jurisdictional ground.

Force Majeure

Neither party will be liable for any failure or delay of performance under these Terms resulting from a force majeure event beyond the reasonable control of a party, including without limitation, natural disasters, acts of God, government regulations, war, terrorism, labor disputes and power failures.

Miscellaneous

Should any provision in these terms and conditions be invalid or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

Abenity reserves the right to make changes, amendments and additions to these Terms at any time and all changes, amendments and additions so made shall be binding on Participating Merchant upon the Participating Merchant receiving written notice of any such changes.

The language of these terms and conditions shall be construed as a whole according to its fair meaning and not strictly for or against either party. Each party specifically waives the application of the common law doctrine that agreements are to be construed against the party who drafted the agreement.

THE PARTICIPATING MERCHANT HAS HAD THE OPPORTUNITY TO READ AND REVIEW THESE TERMS AND CONDITIONS AND AGREES TO THE TERMS SET OUT HEREIN FREELY, VOLUNTARILY, AND WITHOUT COERCION.

Last Revised: April 24, 2020

PARTICIPATING MERCHANT

Merchant Name: _____

Authorized Signature: _____

Signor Name: _____

Signor Title: _____

Date: _____

ABENITY, INC.

By: _____

Name: _____

Title: _____

Date: _____