



CALI STORE VN @ Terms & Conditions

CALI STORE VN Inc. (“Company” or “we”) makes available shopping programs (“Programs”) through www.calistorevn.com and related mobile and software applications (“Company Properties”) under these terms and conditions (“Agreement”). CALI STORE VN Inc. is part of the Rakuten Marketing Group, and CJ Advertisers.

This Agreement constitutes a legally binding agreement between each individual who enrolls in the Program (“Member”) or otherwise uses any one of the Company Properties. By enrolling in one of our Programs or using any Company Property, you acknowledge that you have read and understood this Agreement and agree to be bound by all of its terms, including the arbitration clause and class action waiver described in Section 21 below to resolve any disputes with Company (except for matters that may be taken to small-claims court).

The company may modify this Agreement from time to time, with or without notice, and your continued use of the Company Property after such modification shall be deemed to be your acceptance of any such modification. If you do not agree to any modification of this Agreement, you must immediately cease use of the Company Properties.

1. Program Account

Our Programs are not available to and should not be accessed or used by residents of the European Economic Area (“EEA”). To become a Member, you must be at least 18 years old and provide an email address and password for Company to create your Program account (“Account”). Your Account will be tied to a Rakuten Marketing ID or CJ Advertisers ID which allows you to access certain websites and services of other Rakuten group companies using the same account credentials. Each person is limited to one Account. To redeem certain offers and promotions offered by our other Programs, you may elect to provide us additional information. Information that you submit through one of our Programs may be saved and available for your use in our other Programs, including, without limitation, any saved payment card information. Any and all information collected from you shall be subject to our Privacy Policy, which is hereby incorporated by reference.

2. Program License

Subject to this Agreement, we hereby grant you a non-exclusive, non-

transferable license (without the right to sublicense) to access and use the Company Properties for your personal use to access the Program(s). You agree that you obtain no rights other than the rights and licenses expressly granted in this Agreement. Company reserves the right to change, upgrade or discontinue the Program and/or any Company Property and/or any feature of the Program or the Company Properties, at any time, with or without notice. All rights not expressly granted under this Agreement are reserved by Company or its licensors.

3. Program Restrictions:

You agree that you will not, and will not permit others to (i) damage, interfere with or unreasonably overload the Company Properties; (ii) introduce into the Company Properties any code intended to disrupt the Program; (iii) alter or delete any information, data, text, links, images, software, chat, communications and other content available through the Company Properties (collectively, "Content"); (iv) access the Program or the Company Properties by expert system, electronic agent, "bot" or other automated means; (v) use scripts or disguised redirects to derive financial benefit from Company; (vi) modify, reverse engineer, reverse assemble, decompile, copy or otherwise derive the source code of any Company Property for any reason; (vii) rent, sell or sublicense any of the Company Properties; (viii) provide any unauthorized third party with access to the Program; (ix) access or attempt to access confidential Content through the Company Properties; (x) interfere with the operation of the Program, including, but not limited to, distribution of unsolicited advertising or mail messages and propagation of computer worms and viruses; (xi) post any material in any form whatsoever on the Company Properties or within the Program that is defamatory, obscene or otherwise unlawful or violates any third party's right of privacy or publicity; (xii) infringe any third party's patent, copyright, service mark, trademark or other intellectual property right of any kind or misappropriate the trade secrets of any third party in connection with your use of the Program or the Company Properties; (xiii) engage in any activity that does not comply with applicable law and regulations or otherwise engage in any illegal, manipulative or misleading activity through the use of the Program; (xiv) use the manual or automated software, devices or other processes to "scrape," "crawl," "spider" or index any page of Content from the Company Properties.

4. Programs:

4.1 Cash Back. We offer the ability for Members to earn cash back ("Cash Back") on purchases completed through the Company Properties. The company receives compensation for referring buyers to the retailers, brands, merchants and other partners participating in this Program ("Affiliate Stores"). The company gives a portion of this fee to its Members as Cash Back. The compensation received by Company may play a part in whether retailers and products appear on our site, where they are placed and how we promote them to you.

Participation in this Program and the opportunity to earn Cash Back are offered at the sole discretion of Company and subject to your compliance with this Agreement.

4.1.2. Online Cash Back. In order to earn Cash Back, you must register for an Account, be signed in to one of the Company Properties use the shopping links within the Company Properties, and complete your purchase transaction during the same shopping session you started after clicking on the shopping link. If you visit other sites before completing your purchase or use coupons not provided by Company, your purchase might be associated with a service other than Company and you might not earn Cash Back on your purchase. If you disable “cookies” on your computer, you will not be able to earn Cash Back because cookies are used to authenticate the user and verify whose Member Account is eligible for the Cash Back.

4.1.3. In-Store Cash Back. Company may also offer you the opportunity to earn Cash Back on purchases made in-store (“In-Store Cash Back”) at certain physical Affiliate Store locations by linking your payment card to an “in-store” offer (“Card Linked Offer”) and subsequently using such payment card to complete the purchase transaction in accordance with the terms of the Card Linked Offer. The terms of the In-Store Cash Back Terms & Conditions and the terms accompanying each Card Linked Offer will govern how In-Store Cash Back is earned and paid to the extent they vary from this Agreement.

4.2. Hotels. The company offers a hotel reservation site through the Company Properties (“Hotels”) to assist you in searching for hotels and making hotel reservations. Your use of Hotels is subject to the Hotels Terms & Conditions and will govern to the extent they vary from this Agreement.

4.3. Browser Extension. The company may make available a browser extension to enhance your Cash Back shopping experience (“Browser Extension”). Your use of Browser Extension is subject to the Browser Extension Terms and will govern to the extent they vary from this Agreement.

4.4. Rakuten Marketing Group and CJ Advertisers Marketplace. The company may offer a marketplace through the Company Properties (“Marketplace”) to allow you to purchase products (“Products”) from participating retailers, brands, merchants, and other partners (“Sellers”). The company is not the merchant of record for any Product purchases made through the Marketplace and does not have any liability with respect to any Products you purchase through the Marketplace. All Product purchases made through Marketplace are subject to the Seller policies, including, without limitation, applicable shipping, privacy, and return policies. Please review applicable Seller policies prior to making your purchase. Your use of Marketplace is subject to the Rakuten Marketplace Terms, the Seller policies and any other terms accompanying each Product offer and will govern to the extent they vary from this Agreement.

5. Cash Back Exclusions:

Cash Back is earned on your net purchase amount, which excludes taxes, fees, shipping, gift-wrapping, discounts or credits, returns or cancellations, and extended warranties. Purchases of gift cards do not qualify for Cash Back. Cash Back amounts vary by store and product category and may contain exclusions in the terms of the offer and/or the applicable store page. Please review these terms carefully.

6. Store Policies:

A product purchased from any Affiliate Store or any Seller, whether online or in store, is governed by and subject to the applicable Affiliate Store or Seller policies, including applicable exchange and shipping policies. You agree that we are not agents of any Affiliate Store or Seller and that the Affiliate Stores and Sellers operate independently and are not under our control. Accordingly, your participation in offers or promotions of, or correspondence with, any Affiliate Store or Seller is solely between you and that Affiliate Store or Seller. We do not assume any liability, obligation or responsibility for any part of such payment period. The company pays members in U.S. dollars via check, PayPal or other payment options as Company may make available from time to time. Members may select or change their payment options in the account settings through the Company Properties. The company pays its Members accrued Cash Back and Cash Back Program related rewards in accordance with the current payment schedule. Please note that accrual rates vary depending on the Affiliate Store's policies and reporting schedules. For example, Cash Back for travel-related purchases typically does not accrue until after travel has been completed. Company reserves the right to delay payment for any purchase based on changes to Affiliate Store policies at any time. The company also reserves the right to modify the payment schedule at any time. Company is not responsible for payments delivered to the wrong address through no fault of Company or for payment errors made by payment partners, like PayPal. If your check expires without being cashed or deposited, or if it is returned uncashed to Company, the payment amount will be returned to your Account, where it may be subject to inactive account maintenance charges described in Section 10.2 below, unless you take the proper steps to restore your Account to Active status.

8.3. Gift Cards. Periodically, Company may offer gift cards in connection with a promotion or as a redemption option for your Cash Back. Gift cards are subject to the terms and conditions of the gift card issuer and the applicable Affiliate Store policies. Company is not responsible for lost or stolen payments, including gift cards.

8.4. Account Adjustments. In our sole discretion, we may deduct Cash Back from your account to make adjustments for returns and cancellations with respect to Cash Back Program purchases. Any such adjustments will be made in accordance with this Agreement, any applicable Company policies and terms, the terms of the Affiliate Store offer and any and all applicable laws, rules, and

regulations. The determination of whether a purchase made through an Affiliate Store qualifies for Cash Back is at the sole discretion of Company. If an Affiliate Store fails to report a transaction to the Company or fails to make payment to Company for any reason, Company reserves the right to cancel the Cash Back associated with that transaction. 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 believe that Cash Back has not been correctly credited to your account, you must contact Company Member Services within ninety (90) days of the transaction. In addition, Company may make account adjustments for any Cash Back that Company, in its sole discretion, deems as fraudulent, abusive, unethical, suspicious or otherwise inconsistent with the Referral Program Terms, this Agreement or any other applicable law or regulation. Company decisions are final. Should you disagree with any adjustments made to your account or payments made to you, your sole remedy is to withdraw from the Program.

8.5. Taxes. You may be taxed on your receipt of bonuses and other consideration (merchandise, travel, etc.) for member referrals or other promotional activities (such as prizes from sweepstakes) depending on the tax laws of federal, state and local jurisdictions. You will be solely responsible for any and all tax liability arising out of the consideration received in connection with any member referrals or promotional activities.

9. Account Maintenance:

9.1. Updating Your Account. You agree to keep your Account information current, complete and accurate by periodically updating the information through the Company Properties. You must be logged into Company and enter your password to change your Account information and payment preferences. You may check your Account status and recent purchase and/or earning history at any time via the Company Properties. You will maintain the confidentiality of your Account information, including username and password by which you access the Program. Any use of your username and password will be deemed to be your use, and Company 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. If there is a breach of security through your Account, you will immediately change your password and notify us of such breach. You agree that, unless you have first notified us immediately of any such breach, we should assume that any instruction transmitted using your username and password is yours and has been authorized by you, and we will have no obligation to inquire into the propriety of such instruction.

9.2. Account Activity. An Active Account means you must have engaged in one of the following activities within the past twelve (12) months: (i) updated your Account information, (ii) have shopped or started a shopping trip via the Company Properties, (iii) linked a payment card to an in-store offer, (iv) have

accrued Cash Back or (v) have logged in to your Account. Except where prohibited by applicable law, if you have not engaged in one of the activities in subsections (i)-(v) for more than twelve (12) consecutive months, Company reserves the right to debit your Account balance two dollars (\$2.00) per month ("Maintenance Fee") to recover the cost of account maintenance in its normal course of business until you reactivate your Account by engaging in one of the activities set forth above in subsections (i)-(v) or until your account balance is zero. If your account remains inactive for more than twelve (12) consecutive months and the balance in your inactive account is or becomes zero, Company reserves the right to close the Account permanently and cease to maintain your Account records and Program access. Maintenance Fees are nonrefundable, but will not cause your account balance to become negative, and will not cause you to owe money to Company.

9.3. Fraudulent Activity. We reserve the right to investigate any purchase transactions, referral activity, or interaction with any Company Property that we believe, in our sole discretion, is abusing or has abused the Program. We reserve the right to rescind any Cash Back, bar further Cash Back awards and/or bonuses, and/or terminate any Member Account that we believe, in our sole discretion, is abusing or has abused the Program, including, without limitation, by engaging in a pattern of returning products after the corresponding Cash Back has been credited or making fraudulent referrals by creating multiple Accounts. Multiple Accounts created under the Refer-A-Friend Program with the same name, address, email address or other identifying feature may be flagged as fraudulent referrals. Any failure to comply with this Agreement, any fraud or abuse relating to the accrual or receipt of Cash Back or other rewards and bonuses, or any misrepresentation of any information furnished to Company by you or anyone acting on your behalf may result in the termination of your Account and forfeiture of any accrued Cash Back rewards. If the Company has any reason to suspect fraudulent activity is associated with your Account, Company reserves the right to delay or withhold payment of Cash Back. Any suspected or actual cases of fraudulent activity will be escalated and reviewed in accordance with our fraud process. Company decisions are final.

10. Receiving Communications:

By signing up to be a Member, you agree to receive communications and notices by electronic mail. Our communications may be account- and membership related (e.g., that we've added money to your account, that a purchase has been made, that we are mailing you a check on a certain date, etc.) as well as periodic shopping-related emails that highlight coupons and special deals available to Company Members. We may communicate with you regarding the Program by electronic mail or direct mail using information you provide to us. Your consent to receive electronic communications includes any notices or other information that we may be required by law to provide you in writing or otherwise. You agree to

keep us apprised of your current email address should the same change after the date you become a Member. We may also send you push notifications if you install the mobile application. You may opt out of receiving certain communications in accordance with our Privacy Policy.

11. Company Applications:

Company may make available software applications (“Company Applications”) to allow you to access our Programs without visiting www.rakuten.com or www.ebates.com, including mobile applications and browser extensions. For purposes of this Agreement, references to Company Properties shall include Company Applications. Company Applications and their underlying information and technology may not be exported or re-exported into any country to which the U.S. has embargoed goods or to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Commerce Department’s Table of Deny Orders. You represent and warrant that you are not located in, under the control of or a national or resident of any such country or on any such list, and that you will otherwise comply with all applicable export control laws. If you are a U.S. government end user, we are licensing the Company Application to you as a “Commercial Item” as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights we grant you to the Company Applications are the same as the rights we grant to all others under this Agreement.

12. Third-Party Platforms:

12.1. Social Sign On. When you access or use the Company Properties, we may make available services from one or more third parties (“Third-Party Platforms”). The Company Properties support Third-Party Platforms, including Facebook, Google, and Rakuten Marketing Group and CJ Advertisers ID, to make it easier for you to sign in or create your Account. Any use of Third-Party Platforms to create and access your Account is subject to the terms and conditions and privacy policies of such third parties (“Third-Party Terms”). Your Rakuten ID is subject to the Rakuten Terms and Conditions and Privacy Policy.

12.2. Google Connect. Google Connect is a feature that allows you to create your Account or to sign in to your Account with your Google email account credentials. By using Google Connect, your Google email account will automatically be linked to your Account. You may disconnect your Google account at any time by updating the Settings in your Program Account or by removing the authorization through the settings of your Google account. A connection between your Google account and your Program Account is not required for you to be a Member. Connecting your Google email account will permit us to access your Google email account content (“Account Content”). Company will not delete or modify your Account Content. We use your Account Content to confirm your Cash Back faster and more reliably, personalize your experience with the Program and improve our services generally.

and its affiliates (“Company Marks”). The Company Marks may not be used in connection with any product or service that is not Company’s or in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Company. You shall not by any means bid on any keywords with any search engine containing "CALI STORE VN", “Rakuten Marketing”, “CJ Advertisers” or anything substantially similar to "CALI STORE VN", “Rakuten Marketing,” “CJ Advertisers,” or any other Company Mark including, without limitation, Calistorevn.com, RakutenMarketing.com, CJAdvertisers.com . You shall not mention or use Company in any ad text, extensions or banner ads without the express written consent of Company. All other trademarks not owned by Company that is used in the Programs are the property of their respective owners, who may or may not be affiliated with, connected to or sponsored by Company.

16. Indemnification:

You agree to indemnify Company, our Affiliate Stores, our Sellers, as well as their respective officers, directors, employees, successors, agents and affiliates, for any and all claims, damages, losses and causes of action (including attorneys’ fees and court costs) arising out of or relating to your breach of this Agreement or for any materials in any form whatsoever that are provided by you (or through your username and/or password). You agree to cooperate as fully as reasonably required in our defense and/or settlement of any claim. We reserve the right, in our reasonable discretion, to assume exclusive control over the defense and settlement of any matter subject to indemnification by you.

17. Warranty Disclaimer:

THE PROGRAM, CONTENT AND THE COMPANY PROPERTIES ARE PROVIDED “AS-IS” AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE MAKE NO WARRANTY AS TO THE QUALITY, ACCURACY, CURRENTNESS, COMPLETENESS, RELIABILITY OR VALIDITY OF THE PROGRAMS, CONTENT OR THE COMPANY PROPERTIES, INCLUDING, WITHOUT LIMITATION, ANY PRODUCT SEARCH RESULTS, PRODUCT DESCRIPTIONS, PRODUCT AVAILABILITY, PRICING INFORMATION ADVICE, OPINION, STATEMENT, RECOMMENDATIONS, REVIEWS OR OTHER INFORMATION DISPLAYED, UPLOADED OR DISTRIBUTED IN CONNECTION WITH ANY PROGRAM. COMPANY DOES NOT WARRANT THAT THE FUNCTIONALITY OF THE COMPANY PROPERTIES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THEY WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. FURTHER, COMPANY DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE QUALITY OR ACCURACY OF ADVERTISEMENTS FOR

ANY PRODUCTS OR SERVICES OFFERED OR PROVIDED BY ITS AFFILIATE STORES OR SELLERS IN CONJUNCTION WITH THE PROGRAMS.

18. Limitation of Liability:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, STATUTORY, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES OR FOR ANY LOST PROFITS, LOST DATA OR LOSS OF USE DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED FIFTY U.S. DOLLARS (\$50).

19. Termination or Suspension:

This Agreement is effective when accepted by you and will remain in effect until you or we terminate your membership in the Program. We may terminate this Agreement and your use of or access to the Program at any time, for any reason or no reason. Any violation of this Agreement or the rules and conditions of the Program may result in the termination of your Account and forfeiture of pending or prior Cash Back and other rewards. We may, in our sole discretion, at any time and without prior notice, discontinue, cancel, suspend, change or limit access to all or any part of the Program or any functionality, feature or other components of any Company Property. You agree that Company will not be liable to you or to any third party for any modification, suspension, or termination of the Program or your access to any of the Company Properties. If you are dissatisfied with any aspect of the Program at any time, your sole and exclusive remedy are to cease participating in the Program. Upon any termination of the Program, your right to use and access the Program, and the Company Properties, and to receive Cash Back and other rewards, will terminate. Termination will not prejudice either your or our remedies at law or in equity.

20. Governing Law and Arbitration:

The validity, construction, and interpretation of this Agreement, and the rights and duties of the parties hereto, will be governed by and construed in accordance with the laws of the State of California in the United States, excluding its conflicts of laws principles. However, as explained below, the agreement to arbitrate in the following paragraph is governed by United States federal law.

You agree that any dispute, claim or controversy arising out of or in connection with Company's business or this Agreement or relating in any way to the Program or the Company Properties shall be determined by binding arbitration. You further agree that the U.S. Federal Arbitration Act and federal arbitration law shall govern the interpretation and enforcement of this agreement to arbitrate. Arbitration uses a neutral arbitrator instead of a judge or jury and is more informal

than a lawsuit in state or federal court. Discovery in the arbitration is more limited than is generally available in the courts and the arbitrator's decision is also subject to very limited appellate review by the courts.

You also agree to waive the right to a trial by jury or to participate in a class action. These waivers are mutual as between you and Company, and Company waives its right to a trial by jury or to participate in a class action against you. This means that neither you nor Company can seek to assert class or representative claims against each other either in court or in arbitration and no relief can be awarded on a class or representative basis. The arbitrator also may not consolidate or join another person's claim with your claim or issue an order that would achieve the same result. You and Company further agree that if the provisions of this paragraph are found to be unenforceable, then the entire provision compelling arbitration shall be null and void.

You also agree that all issues are for the arbitrator to decide. This includes all issues related to the scope, application, interpretation, and enforceability of this Agreement and this arbitration provision. The arbitrator shall also decide whether any claim is subject to arbitration.

The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules or pursuant to JAMS' Streamlined Arbitration Rules and Procedures ("Rules"). The Rules are available online at www.jamsadr.com. The arbitrator is bound by the terms of this Agreement. If your claim in arbitration is for less than \$10,000, Company will reimburse you for filing and arbitrator fees at the conclusion of the proceeding unless your claim is found to be frivolous by the arbitrator. In lieu of arbitration, you may also elect to have your claims decided in small-claims court, so long as the small-claims court does not permit class, representative or consolidated actions, or the award of relief in favor of any person or entity that is not a named party to the small-claims action. The exclusive venue for any dispute or issue arising out of this Agreement shall be held in San Francisco County, California.

21. Miscellaneous:

You may not assign your rights and obligations under this Agreement, in whole or in part, without our prior written consent, and any such assignment without such consent will be null and void. Headings under this Agreement intended only for convenience and shall not affect the interpretation of this Agreement. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement is held to be invalid, such invalidity shall not affect the remaining provisions. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or representations, written or oral (including, without limitation, earlier versions of this Agreement that may

have been accepted by you). We reserve the right to modify this Agreement at any time. Your non-termination and continued participation in the Program or use of any Company Property after modification of this Agreement will constitute affirmative acceptance by you of such modification and your consent to abide by any terms thereof.

CALI STORE VN @ Returns, Refund & Exchanges Policies

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