

GOODWILL REWARDS TERMS AND CONDITIONS

Effective as of: February 1, 2023

INTRODUCTION

PLEASE READ THESE STATUS TERMS AND CONDITIONS BEFORE ENROLLING OR OTHERWISE PARTICIPATING IN GOODWILL REWARDS. BY ENROLLING AND/OR PARTICIPATING AS A GOODWILL REWARDS MEMBER, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ALL OTHER TERMS INCORPORATED BY REFERENCE. THESE TERMS AND CONDITIONS CONSTITUTE A WRITTEN AGREEMENT BETWEEN YOU AND GOODWILL INDUSTRIES OF NORTHWEST AND THE TERMS DESCRIBE EACH OF OUR RESPECTIVE RIGHTS AND OBLIGATIONS, INCLUDING IN REGARDS TO: (A) DISPUTE RESOLUTION; (B) CLASS ACTION WAIVER; (C) LIMITATION OF OUR LIABILITY; (D) YOUR INDEMNITY OF US; AND (E) YOUR RELEASE OF US FROM LIABILITY. IF YOU DO NOT AGREE TO ALL OF THESE TERMS OR DO NOT MEET THE PROGRAM'S ELIGIBILITY REQUIREMENTS, DO NOT ENROLL IN OR OTHERWISE PARTICIPATE IN GOODWILL REARDS. GOODWILL REWARDS IS VOID WHERE PROHIBITED BY LAW.

1. Membership Eligibility. To be a GODWILL REWARDS member, you must be a natural person who is 13 years old or older (if you are a California resident, you must be 18 years old or older) and a resident of the United States with a valid, unique email address and mailing address in the United States. If you are under the age of eighteen (18) (or age of majority if higher in your place of residence), you should only enroll and participate in GOODWILL RWARDS with the involvement of a parent or guardian. GOODWILL REWARDS is intended for personal use only. Diverters, wholesalers and resellers are not eligible for STATUS membership. Any commercial use of any aspect of GOODWILL REWARDS, including GOODWILL REWARDS benefits, is prohibited. Employees and contractors of GOODWILL INDUSTRIES OF NORTHWEST OHIO and any of its parents, subsidiaries, affiliates or partners are not eligible to participate in GOODWILL REWARDS.

2. Program Enrollment. There is no registration fee or any ongoing fees associated with GOODWILL REWARDS membership. No purchase is necessary to enroll into GOODWILL REWARDS. If you are eligible for GOODWILL REWARDS membership, here is how you can enroll into GOODWILL REWARDS:

a. Enroll in a Store. You can enroll at any Goodwill Industries of Northwest Ohio retail location. Ask a Goodwill team member to help you enroll in GOODWILL REWARDS. When enrolling in a store, you will be required to provide your first name, last name, a valid and unique email address and your phone number. You will also be required to confirm that you understand that these GOODWILL REWARDS Terms and Conditions and the Goodwill Industries of Northwest Ohio Privacy Policy apply.

3. Agreement to GOODWILL REWARDS Terms and Conditions. By enrolling as a GOODWILL REWARDS member, you agree that you have read, understood and agree to be bound by these Terms and Conditions and by any changes or modifications we may make to these Terms and Conditions and/or the GOODWILL REWARDS program. You should review these Terms and Conditions and any related terms, policies and informational pieces, such as our Customer FAQs on GOODWILL REWARDS, frequently to understand the terms and conditions that apply to GOODWILL REWARDS as they may change from time to time. These Terms and Conditions do not alter in any way the terms or conditions of any other agreement you may have or have had with us, including any agreement for products or services you purchase from Goodwill Industries of Northwest Ohio. By enrolling in the STATUS program, you also agree to be bound by the Goodwill Industries of Northwest Ohio Privacy Policy and the Goodwill Industries of Northwest Ohio terms of use, as applicable, which are incorporated herein by reference; if there is any conflict between the terms of these Terms and Conditions or the terms of these additional

terms, then the terms of these Terms and Conditions govern. If you do not agree to these Terms and Conditions, the Goodwill Industries of Northwest Ohio Privacy Policy or the Goodwill Industries of Northwest Ohio Terms of Use, you should not enroll as a GOODWILL REWARDS member and you may be excluded from the full benefits of GOODWILL REWARDS membership if you choose to enroll as a GOODWILL REWARDS member.

4. GOODWILL REWARDS Account. When you enroll in GOODWILL REWARDS, you will be assigned a GOODWILL REWARDS loyalty number that is unique to you as a GOODWILL REWARDS member. A GOODWILL REWARDS member is entitled to only one GOODWILL REWARDS account. You are solely responsible for maintaining the accuracy of your GOODWILL REWARDS account information and for updating it as required. You may update your GOODWILL REWARDS account information by contacting a Goodwill Industries of Northwest Ohio Team Member at any location. Only one GOODWILL REWARDS account may be associated with a single email address. In the event of a dispute over ownership of the GOODWILL REWARDS account, the GOODWILL REWARDS member will be deemed to be the authorized account holder of the email address submitted at the time of enrollment. For purposes of these Terms and Conditions, the "authorized account holder" is the natural person who is assigned to the submitted email address by an internet provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. If you have any concerns that activity on your GOODWILL REWARDS account is improper, you should contact a team member at any Goodwill Industries of Northwest Ohio stores.

5. How GOODWILL REWARDS Works. GOODWILL REWARDS is how we thank and reward our loyal Goodwill Industries of Northwest Ohio customers when they shop at our stores. Upon enrollment as a GOODWILL REWARDS member, you are immediately entitled to GOODWILL REWARDS benefits as they are offered by Goodwill Industries of Northwest Ohio, subject to availability of such benefits. There is no cash value in a GOODWILL REWARDS membership or any GOODWILL REWARDS benefit and you have no property rights in or to the GOODWILL REWARDS membership, the GOODWILL REWARDS account or GOODWILL REWARDS benefits. The sale, barter, transfer or assignment of any GOODWILL REWARDS membership or STATUS benefits is expressly prohibited.

a. Points Accrual Based on GOODWILL REWARDS. The amount of Points that can be earned on qualifying purchases by GOODWILL REWARDS members.

- Every \$1 spent equals 10 GOODWILL REWARDS points,
- Once you have accumulated 2000 points, you will be eligible for a \$10 GOODWILL REWARDS credit which can be used on any purchase.

6. GOODWILL REWARDS Benefits.

a. In General. As further described below, S GOODWILL REWARDS benefits include the opportunity to earn Points in connection with qualifying purchases at Goodwill Industries of Northwest Ohio stores that can be used to redeem certain Rewards. GOODWILL REWARDS accounts and GOODWILL REWARDS benefits may not be shared combined among different persons or sold. Without limiting the foregoing, the sale of Points and Rewards and any other GOODWILL REWARDS benefit is strictly prohibited. Only the person duly registered as a GOODWILL REWARDS member may accumulate and claim GOODWILL REWARDS benefits. GOODWILL REWARDS benefits cannot be exchanged for another GOODWILL REWARDS benefit or any product or monetary payments. Products and services made available as GOODWILL REWARDS benefits are for personal use only. GOODWILL REWARDS benefits will be offered subject to applicable law. We reserve the right, with or without notice, to modify, suspend or cancel any GOODWILL REWARDS benefit to be provided to you if we believe, in our sole discretion, that you have violated, or the provision of the GOODWILL REWARDS benefit to you will violate, these Terms and Conditions. We are not responsible for any GOODWILL REWARDS benefits lost or redeemed due to any such violation or fraudulent activity.

i. Available Points. GOODWILL REWARDS members will receive ten (10) Points for every \$1 spent on qualifying purchases at Goodwill Industries of Northwest Ohio.

ii. Qualifying Purchases. To earn Points on a purchase, a GOODWILL REWARDS member must make a qualifying purchase at any Goodwill Industries of Northwest Ohio store. When a GOODWILL REWARDS member makes a qualifying purchase using a Goodwill gift card, the GOODWILL REWARDS member will not earn Points on the portion of the purchase for which such form of payment was used. GOODWILL REWARDS members may earn Points only on the purchase price of qualifying products. Points may be earned on any purchase of a Goodwill gift card. Points will not be earned on any payment by a GOODWILL REWARDS member for any charges for shipping and handling or taxes, donations elected to be made at checkout or on any discounts or other credits offered in connection with a purchased product. For example, if a product that was originally \$100 is on sale for \$75, a GOODWILL REWARDS member who purchases the product will earn 750 Points on the purchase price of \$75 (that is, ten (10) points for every \$1 spent in the transaction). Points will not be eligible for credit to a GOODWILL REWARDS account if a purchase is made by a customer before the customer enrolls or is enrolled in the GOODWILL REWARDS program. Points may not be eligible for credit if a purchase is made by a GOODWILL REWARDS member without the member having provided the email address or GOODWILL REWARDS loyalty number associated with the GOODWILL REWARDS member's account (as applicable). Points are non-transferable and cannot be redeemed for cash.

iii. Points Accrual. Upon transaction completion, applicable Points will accrue. Timing for transaction completion varies between in-store purchases and purchases made online or on the Apps. Points balances will be updated within forty-eight (48) hours of the accrual and accumulation of the qualifying Points (as described above).

iv. Points Inquiry. Consumer billing rights and certain consumer rights that apply with respect to credit card purchases do not apply to the GOODWILL REWARDS program. If you believe that a purchase you made should have resulted in the addition of Points to the Points balance for your GOODWILL REWARDS account, and such Points are not reflected in the Points balance within five (5) days of the date on which the purchase was made, please notify us immediately by contacting any store directly. Goodwill Industries of Northwest Ohio will use reasonable efforts to investigate the matter ("Points Inquiry") so long as you notified us of such Points Inquiry within fifteen (15) days of the subject purchase. If you do not notify us within such period, you will have waived your right to bring the Points Inquiry to us for investigation and resolution. In order for us to undertake an investigation of your Points Inquiry, we may require you to provide written confirmation of the dispute and to make certain representations regarding the purchase that is subject to the Points Inquiry. If we do not receive the requested written confirmation within the time frame requested by us, we may, in our sole discretion, elect not to investigate your Points Inquiry. Upon completion of our investigation of your Points Inquiry, regardless of the resolution of the Points Inquiry, we will have no further responsibilities should you later raise the same Points Inquiry, except as otherwise provided by applicable law.

v. POINTS EXPIRATION. POINTS NOT YET USED TO CLAIM REWARDS WILL NOT EXPIRE.

vi. GOODWILL REWARDS Cash. GOODWILL REWARDS Cash in varying amounts may be offered as an available Reward to GOODWILL REWARDS members. If a GOODWILL REWARDS member uses Points to redeem a GOODWILL REWARDS Cash Reward then Goodwill Industries of Northwest Ohio will issue a GOODWILL REWARDS Cash Certificate which will be available in the customers account profile. GOODWILL REWARDS Cash may be used by a GOODWILL REWARDS member on purchases of qualifying products at Goodwill Industries of Northwest Ohio store locations. To apply GOODWILL REWARDS Cash to a purchase in-store, a GOODWILL REWARDS member must provide an assigned email address or phone number at checkout and may be required to verify their identification by showing a driver's license or other government-issued photo identification at checkout of in-store purchases. A GOODWILL REWARDS Cash Reward may only be redeemed once, but may be combined with select offers. If you use GOODWILL REWARDS Cash on a purchase and make a return of that purchase, you will not receive a refund or a credit for the GOODWILL REWARDS Cash Reward.

d. Points Balance and Rewards. GOODWILL REWARDS members can contact a team member at any location for their Points balance and Rewards history. Goodwill Industries of Northwest Ohio records concerning GOODWILL REWARDS members' Points balances and redeemed Rewards shall be deemed correct and accurate. We reserve the right to determine GOODWILL REWARDS members' Points balances and redeemed Rewards based on our internal records related to the applicable GOODWILL REWARDS account. In the event of an inconsistency between the amount accrued in a GOODWILL REWARDS account as stated in any communication to a S GOODWILL REWARDS member and our internal records, our internal records will control.

8. GOODWILL REWARDS Communications. When you enroll or are enrolled as a GOODWILL REWARDS member, you will be given the opportunity to subscribe to receive and consent to receiving Goodwill Industries of Northwest Ohio marketing emails and/or GOODWILL REWARDS -related emails. You may opt-out of receiving Goodwill Industries of Northwest Ohio marketing emails at any time by clicking the "Unsubscribe" link in a Goodwill Industries of Northwest Ohio marketing email or as otherwise described in our Goodwill Industries of Northwest Ohio Privacy Policy.

9. Modification and Termination of GOODWILL REWARDS

a. Program Modification and Termination. GOODWILL REWARDS and GOODWILL REWARDS benefits are offered at our sole discretion. We may, in our sole discretion, cancel, modify, restrict or terminate these Terms and Conditions (and any related terms, policies and informational pieces), GOODWILL REWARDS benefits and/or the GOODWILL REWARDS program or any aspect or feature of the GOODWILL REWARDS program, in whole or in part, at any time without prior notice, including without limitation the Spend-to-Points and Points-to-Rewards conversion ratios or Points and Rewards expiration terms. We may make these changes even though such changes may affect a GOODWILL REWARDS member's ability to use Points and/or Rewards already accumulated.

b. Membership Cancellation. Without limiting the foregoing, we reserve the right to exclude you from or to cancel your GOODWILL REWARDS membership and to audit your GOODWILL REWARDS membership account at any time, in our sole discretion. Any suspected abuse of the GOODWILL REWARDS program, failure to follow any of these Terms and Conditions, membership inactivity (that is, no use of GOODWILL REWARDS in any 12 month period), illegal activity, fraud, misrepresentation or other conduct inconsistent with these Terms and Conditions and/or detrimental to us or our interests, including without limitation, any suspected illegal, fraudulent other unauthorized use of any aspect of the GOODWILL REWARDS program, may result in the revocation of your membership and make you ineligible for further participation in GOODWILL REWARDS. If we suspect illegal activity, fraud, misrepresentation, abuse or violation of these Terms and Conditions, we also have the right to take appropriate legal action, in our sole discretion.

c. Membership Withdrawal. If you decide you no longer want to be a GOODWILL REWARDS member, you may cancel your GOODWILL REWARDS membership at any time by opting-out in at the register of any of the Goodwill Industries of Northwest Ohio stores.

d. Effect of Membership Suspension or Termination. If your GOODWILL REWARDS membership is suspended, cancelled or otherwise terminated, you will no longer be entitled to claim any GOODWILL REWARDS benefit, including any GOODWILL REWARDS benefit that was offered but unclaimed prior to such GOODWILL REWARDS membership suspension, cancellation or termination. Without limiting the foregoing, any unused Points or Rewards accrued in your GOODWILL REWARDS account will be forfeited and cannot be redeemed.

10. DISCLAIMER OF WARRANTIES. NEITHER GOODWILL INDUSTRIES OF NORTHWEST OHIO NOR OUR PARENT, SUBSIDIARIES, AFFILIATES NOR OUR RESPECTIVE PARTNERS, LICENSORS OR SERVICE PROVIDERS MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THESE TERMS AND CONDITIONS OR THE GOODWILL REWARDS PROGRAM OR ANY OF THE BENEFITS ASSOCIATED WITH THE

GOODWILL REWARDS PROGRAM INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. THE FOREGOING EXCLUSIONS OF WARRANTIES, EXPRESS OR IMPLIED, DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11. LIMITATION OF LIABILITY.

a. NEITHER GOODWILL INDUSTRIES OF NORTHWEST OHIO NOR OUR PARENTS, SUBSIDIARIES, AFFILIATES NOR OUR RESPECTIVE PARTNERS, LICENSORS OR SERVICE PROVIDERS WILL BE RESPONSIBLE OR LIABLE IN CONTRACT, WARRANTY OR IN TORT (INCLUDING NEGLIGENCE) FOR ANY LOSSES, DAMAGES, LIABILITIES, COSTS OR EXPENSES RESULTING FROM: (A) YOUR INABILITY OR FAILURE FOR ANY REASON TO COMPLY WITH THESE TERMS AND CONDITIONS; (B) ANY INACCURACIES OR OMISSIONS IN ANY PUBLISHED CONTENT CONCERNING THE GOODWILL REWARDS PROGRAM; (C) ACCESS DELAYS OR INTERRUPTIONS TO THE STATUS PROGRAM OR GOODWILL REWARDS BENEFITS; (D) DATA NON-DELIVERY, LOSS, THEFT, MISDELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (E) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY GOODWILL INDUSTRIES OF NORTHWEST OHIO NOR OR OUR PARENTS, SUBSIDIARIES, AFFILIATES OR OUR RESPECTIVE PARTNERS, LICENSORS OR SERVICE PROVIDERS REGARDING THE GOODWILL REWARDS PROGRAM; (F) ANY CRIMINAL, TORTIOUS OR NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THIRD PARTIES, INCLUDING WITHOUT LIMITATION OTHER PERSONS WHO MAY BE GOODWILL REWARDS MEMBERS; OR (G) EVENTS BEYOND OUR REASONABLE CONTROL.

b. NEITHER GOODWILL INDUSTRIES OF NORTHWEST OHIO NOR NOR OUR PARENTS, SUBSIDIARIES, AFFILIATES NOR OUR RESPECTIVE PARTNERS, LICENSORS OR SERVICE PROVIDERS WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) RELATED TO THE GOODWILL REAWRDS PROGRAM OR YOUR PARTICIPATION IN THE STATUS PROGRAM, WHETHER IN CONTRACT, WARRANTY OR IN TORT (INCLUDING NEGLIGENCE), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

c. NO CLAIMS OR ACTION IN CONTRACT, WARRANTY OR IN TORT (INCLUDING NEGLIGENCE) ARISING OUT OF, OR RELATED TO, YOUR PARTICIPATION IN THE STATUS PROGRAM, USE OF ANY REWARDS OR OTHER BENEFIT ASSOCIATED WITH THE GOODWILL REWARDS PROGRAM OR THESE TERMS AND CONDITIONS MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION RELATING TO SUCH CLAIM OR ACTION AROSE. IF YOU ARE DISSATISFIED WITH THE PROGRAM, TERMINATION OF YOUR MEMBERSHIP IN THE PROGRAM IS YOUR SOLE REMEDY AND WE HAVE NO OTHER OBLIGATION, LIABILITY, OR RESPONSIBILITY TO YOU.

12. INDEMNIFICATION. YOU AGREE TO DEFEND, INDEMNIFY, AND OTHERWISE HOLD HARMLESS GOODWILL INDUSTRIES OF NORTHWEST OHIO AND ITS PARENTS, SUBSIDIARIES, AFFILIATES OR PARTNERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND ASSIGNS (COLLECTIVELY, THE “**RELEASED PARTIES**”) FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, COSTS OR EXPENSES, INCLUDING REASONABLE ATTORNEYS’ FEES, RESULTING FROM ANY THIRD PARTY CLAIM, ACTION OR DEMAND RESULTING FROM YOUR PARTICIPATION IN THE GOODWILL REAWRDS PROGRAM IN VIOLATION OF ANY LAW, RULE, REGULATION OR THESE TERMS AND CONDITIONS. THE FOREGOING INDEMNIFICATION PROVISION SHALL NOT APPLY WHERE ANY SUCH THIRD PARTY CLAIM, ACTION OR DEMAND RESULTED FROM ANY OF THE RELEASED PARTIES’ OWN NEGLIGENCE OR INTENTIONAL MISCONDUCT.

13. UNAFFECTED RIGHTS. NOTHING IN THESE TERMS AND CONDITIONS SEEKS TO EXCLUDE OR LIMIT ANY RIGHTS AVAILABLE UNDER APPLICABLE LAW WHICH CANNOT BE EXCLUDED OR

LIMITED. THIS MEANS THAT THESE TERMS AND CONDITIONS WILL NOT CHANGE ANY RIGHTS WHICH THE LAW GRANTS TO YOU WHICH THAT LAW DOES NOT ALLOW US TO CHANGE OR LIMIT. NOTHING IN THESE TERMS AND CONDITIONS OR ELSEWHERE WILL EXCLUDE OR LIMIT OUR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR MORE CULPABLE CONDUCT OR ANY LIABILITY FOR FRAUDULENT MISREPRESENTATION OR FRAUD OR LIABILITY WHICH WE ARE RESPONSIBLE FOR IN RELATION TO CONSUMER PROTECTION RIGHTS OR FOR ANY OTHER MATTERS WHICH IT WOULD BE ILLEGAL FOR US TO EXCLUDE. YOUR STATUTORY RIGHTS ARE NOT AFFECTED.

14. GOVERNING LAW AND DISPUTES. Except as otherwise provided herein, these Terms and Conditions, and any dispute arising out of the GOODWILL REWARDS program shall be governed by and construed in accordance with the laws of the State of Indiana, United States, notwithstanding any conflicts of law principles, and any action relating to any dispute arising out of the Status program, your access and/or use of the Status program or these Terms and Conditions (other than an action subject to mandatory arbitration under [Section 15](#)) must be filed and maintained in a state or federal court located in Marion County, State of Indiana, United States, and you consent to exclusive jurisdiction and venue in such courts for such purpose.

15. DISPUTE RESOLUTION; ARBITRATION AGREEMENT; WAIVER OF CLASS

ACTION. Notwithstanding anything to the contrary in these Terms, this [Section 15](#) (the “**Arbitration Agreement**”) shall be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act. The terms of the Arbitration Agreement provisions shall survive after this Agreement terminates or your use of the Site ends. Except as set forth above, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement.

a. Informal Dispute Resolution. In the event of any controversy, claim, action or dispute arising out of or related to any transaction conducted on the Site, or the breach, enforcement, interpretation, or validity of this Agreement or any part of it (each a “Dispute”), the party asserting the Dispute (as between you and GOODWILL INDUSTRIES OF NORTHWEST OHIO NOR) will first try in good faith to settle such Dispute by providing written notice to the other party (by first class or registered mail) (a “Dispute Notice”). A Dispute Notice must describe the facts and circumstances (including any relevant documentation) of the Dispute. The party sending the Dispute Notice must allow the receiving party thirty (30) days in which to respond to or settle the Dispute. A Dispute Notice shall be sent to (as the case may be): (i) GOODWILL INDUSTRIES OF NORTHWEST OHIO (d/b/a Goodwill Industries), 1120 Madison Avenue, Toledo, Ohio 43604, Attn: Vice President; Retail, or (ii) you at your last-used billing address or the billing and/or shipping address in your user account (if you choose to create such an account). Each of GOODWILL INDUSTRIES OF NORTHWEST OHIO and you agree that this dispute resolution procedure and good faith negotiations is a condition precedent which must be satisfied prior to initiating any arbitration or filing any claim against the other party.

b. Arbitration; Small Claims Court Claims Exception. To the extent a Dispute subject to the informal dispute resolution procedure described above cannot be resolved, the Dispute shall be resolved through binding individual arbitration. You and we agree to give up our rights to go to court to assert or defend our rights under these Terms and with respect to any Dispute. You and GOODWILL INDUSTRIES OF NORTHWEST OHIO expressly delegate to the arbitrator the authority to determine the arbitrability of any Dispute, including the scope, applicability, validity, and enforceability of this arbitration provision.

Arbitration is more informal than a lawsuit in court. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the provisions of these Terms as a court would. If either party files a court proceeding in violation of this provision (other than an individual claim in small claims court or a claim to enjoin infringement of intellectual property rights), he/she/it agrees to be responsible to pay any costs and

expenses, including reasonable attorneys' fees, that are incurred by the other party in enforcing these dispute resolution provisions.

You may begin an arbitration proceeding by sending a letter requesting arbitration to GOODWILL INDUSTRIES OF NORTHWEST OHIO at Goodwill Industries of Northwest Ohio (d/b/a Goodwill Industries), 1120 Madison Ave., Toledo, Ohio, 43604, Attn: Vice President; Retail. GOODWILL INDUSTRIES OF NORTHWEST OHIO may begin an arbitration proceeding by sending a letter requesting arbitration to you at your last-used billing address or the billing and/or shipping address in your user account (if you choose to create such an account).

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. You further agree that if your arbitration claim is filed at or around the time of other similar claims by the same or related counsel, you agree that your claim may be temporarily stayed or phased to establish efficient and fair adjudication procedures.

All documents and information disclosed in the course of the arbitration shall be kept strictly confidential by the recipient and shall not be used by the recipient for any purpose other than for purposes of the arbitration or the enforcement of the arbitrator's decision and award and shall not be disclosed except in confidence to persons who have a need to know for such purposes or as required by applicable law.

In lieu of arbitration, either you or GOODWILL INDUSTRIES OF NORTHWEST OHIO may bring any individual claim in small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is brought and maintained as an individual claim. Also, even if all parties have opted to litigate a claim in court, you or we may elect arbitration with respect to any claim made by a new party or any claim later asserted by a party in any related or unrelated lawsuit, including modifying an individual claim to assert a class, representative or multi-party claim. Arbitration may be requested at any time, even where there is a pending lawsuit, unless a trial has begun, or a final judgment entered.

Notwithstanding this Arbitration Agreement, you or we may bring suit in any court of competent jurisdiction to enjoin infringement or other misuse of intellectual property rights, including with respect to temporary restraining orders. If this Arbitration Agreement is invalidated in whole or in part, the parties agree that the exclusive jurisdiction and venue described in Section 14 shall govern any claim in court arising out of or related to the Agreement.

c. Waiver of Right to Bring Class Actions and Representative Claims. All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the Dispute with the same remedies available in court, however, any relief must be individualized to you and shall not affect any other customer. YOU AND GOODWILL INDUSTRIES OF NORTHWEST OHIO AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER IN ARBITRATION ONLY IN YOUR OR ITS RESPECTIVE INDIVIDUAL CAPACITIES AND IN SO DOING YOU AND GOODWILL INDUSTRIES OF NORTHWEST OHIO HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY, TO ASSERT OR PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS ACTION ARBITRATION (EITHER AS A NAMED-PLAINTIFF OR CLASS MEMBER), AND TO ASSERT OR PARTICIPATE IN ANY JOINT OR CONSOLIDATED LAWSUIT OR JOINT OR CONSOLIDATED ARBITRATION OF ANY KIND. If a court decides that applicable law precludes enforcement of any of this Section 15's limitations as to a particular cause of action, then that cause of action (and only that cause of action) must remain in court and be severed from any arbitration.

d. 30-Day Right to Opt Out. You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth in this Section 15 by sending written notice of your decision to opt-out to the following address via certified mail: Goodwill Industries of Northwest Ohio (d/b/a Goodwill Industries), 1120 Madison Ave., Toledo, Ohio, 43604, Attn: Vice President; Retail. The notice must be sent within thirty (30) days of your first use of the Site after the effective date of these Terms, otherwise you shall be

bound to arbitrate disputes in accordance with the terms of those Sections. If you opt-out of these arbitration provisions, GOODWILL INDUSTRIES OF NORTHWEST OHIO also will not be bound by them.

16. General Provisions.

a. All Rights Not Granted. These Terms and Conditions include only narrow, limited grants of right to participate in the GOODWILL REWARDS program as described herein. No right or license may be construed, under any legal theory, by implication, industry custom or otherwise. All rights not expressly granted to you herein are reserved by GOODWILL INDUSTRIES OF NORTHWEST OHIO for itself and, as the case may be, for our parents, subsidiaries, affiliates and our respective partners, licensors and service providers.

b. Waiver and Severability. A waiver by GOODWILL INDUSTRIES OF NORTHWEST OHIO of any term or condition set out by these Terms and Conditions shall be effective only if in writing signed by a duly authorized representative of GOODWILL INDUSTRIES OF NORTHWEST OHIO. No waiver by GOODWILL INDUSTRIES OF NORTHWEST OHIO of any term or condition set out by these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition and any failure of GOODWILL INDUSTRIES OF NORTHWEST OHIO to assert a right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of these Terms and Conditions is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be limited to the minimum extent and such that the remaining provisions of the Terms and Conditions will continue in full force and effect.

c. GOODWILL INDUSTRIES OF NORTHWEST OHIO Remedies. GOODWILL INDUSTRIES OF NORTHWEST OHIO reserves the right to pursue any legal or equitable remedy available in the event of your violation of these Terms and Conditions, including but not limited to direct, consequential and punitive damages and injunctive relief. GOODWILL INDUSTRIES OF NORTHWEST OHIO's remedies are cumulative and not exclusive.

d. Entire Agreement. These Terms and Conditions, and the additional terms referenced and incorporated into these Terms and Conditions, constitute the sole and entire agreement between you and GOODWILL INDUSTRIES OF NORTHWEST OHIO regarding your participation in the GOODWILL REWARDS program as described herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding the GOODWILL REWARDS program. The interpretation and application of these Terms and Conditions are at the sole discretion and determination of GOODWILL INDUSTRIES OF NORTHWEST OHIO.

17. Privacy. The personal information collected from you in connection with GOODWILL REWARDS, including but not limited to your claim(s) of GOODWILL REWARDS benefits, will be used and disclosed by us in accordance with our GOODWILL INDUSTRIES OF NORTHWEST OHIO Privacy Policy.

18. Contact Us. If you have any questions about GOODWILL REWARDS, please contact a team member at any retail location.