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Please read the terms of the Beta Testing Program before participating in the Beta Testing Program, as it affects your legal rights and obligations and includes a binding confidential arbitration clause, waiving your right to participate in class actions, and waiving your right to a jury trial. By purchasing a beta testing program membership or participating in a beta testing program, you accept and agree to comply with these beta testing program terms. If you do not agree to these beta testing program terms, then you must not purchase a beta testing program membership or participate in the beta testing program. www.acehardware.com terms of use, which govern your use of the www.acehardware.com site. Ace Rewards® program terms and conditions, governing your participation in the Ace. All other applicable policies, terms, agreements, FAQs, and documents posted on the site, including customer service policies. A tool rental agreement will be needed to take advantage of the Ace Neighborhood Toolbox, a tool rental feature for a beta testing program. More information about Ace Neighborhood Toolbox can be found in the Benefits section below. To the extent of any conflict between the terms of this beta test ing program and any additional agreements, these beta testing program terms will prevail. Modifying the terms of the beta testing program we reserve the right to modify these beta testing program terms at any time at our own discretion. Modified versions of beta testing software conditions will be published in (or ACE may provide another URL from time to time), along with another revised update date. Although we may choose to send an email or email communications notifying you of the modifications, we are not obliged to do so, and you are under any right waiver you may have to receive this notice. You should check this page periodically to see if there have been any recent changes to the terms of the beta test ing program. By participating in a beta testing program after posting any such changes, you agree to the terms of the beta testing program as they have been modified. Eligible to be eligible to be eligible to purchase a Beta membership and participate in a beta program: (i) you must be a member in a good position for the Ace Rewards program (for information about ace rewards, including how to join the program, please click here);(2) You have an online acehardware.com account linked to the Ace Rewards membership (for information about opening a acehardware.com online account, please click here. Beta testing (beta participation hash testing). Companies and other business entities are not eligible to participate in the beta testing program. To determine whether you live in the retail delivery area of the participating beta testing program, please contact Ace Customer Service at the 888-827-4223.By purchase of a Beta Testing Program membership, you are attesting to that you meet all eligibility criteria. Membership purchase and expiry test program membership are available for purchase only at www.acehardware.com. Membership fees are posted on the website and are subject to change from time to time at ace's discretion. Taxes may apply. Your membership is fully refundable for the purchase price within forty-eight (48) hours of purchase. To get a refund, you will need to visit your participating beta testing retail program. Then, with the exception of what is required under applicable law or expressly stipulated in these beta testing program terms, the beta testing program and membership fees may not be re-established and membership fees are non-refundable. The beta test program membership expires for one year from the date of purchase unless it is terminated as soon as stipulated in these beta test program terms. The beta testing program membership is not automatically renewed. The following benefits are available for beta test ing program members: Bonus Bonus - Beta Test program members will receive a total of \$40.00 in Ace Bonus Rewards during the one-year membership period, issued as follows: a \$10.00 bonus will be issued immediately upon membership purchase and one \$10.00 bonus will be issued in each of the second, third and fourth quarters of the annual membership. Ace Rewards® Terms and Conditions Program governs all rewards issued in relation to beta testing program, including use and end Bonuses. If you are not eligible for beta testing program and are elected to terminate your membership to recover your membership fee, as described below, you will not receive the Ace Rewards. Free Delivery Bonus - Beta Test members will receive free delivery for the next business day for goods purchased on the site, in accordance with the following requirements and restrictions: Free delivery is subject to Ace Customer Service Policies regarding app store delivery, excluding minimum purchase requirements of \$50, which will not apply to beta test ing program members. Items must be in stock with the local participating retailer of the member's beta testing program to be eligible for delivery on the next business day. However, if the item is not in stock, it will be delivered by the date indicated during the withdrawal at the time of purchase on Site.Not all goods eligible for delivery from all participants in the Beta Testing Program Retailers.The system must be placed before 6 p.m. local time on the day when the retailer's participating beta testing program is open to be eligible for delivery on the next business day. Delivery is limited to member accommodation, which must be within the retailer's delivery area in the participating beta testing program. The purposes must be for the personal use of his member and not for commercial or commercial purposes. White glove delivery, including in-house delivery, up or down flights from stairs, to the backyard, etc., can be offered by some retailers a participating beta testing program for an additional fee. Orders that require assembly are excluded from post-business day delivery. Free delivery excludes same-day assembly and delivery. Ace Neighborhood Toolbox Program - Beta Test ing program members may lease specific tools from retailers participating in the beta testing program, in accordance with the following requirements and restrictions: Tool rental requires the Ace Neighborhood Toolbox agreement between you and your beta Test co-rental, requires the rental of a credit or debit card accepted by the participating retailer of the Beta Testing Program and will be processed as a purchase. The participating retailer of your beta testing program will deduct your credit or debit card against the purchase price of the borrowed instrument (instruments), in addition to applicable taxes. If an instrument is returned as required under the terms of the Tool agreement, the retailer's participating beta testing program will extend it to the same credit or debit card for the full purchase price. If an instrument is not returned in accordance with the terms of the Tool Agreement, the transaction will consider as is the purchase of a used item without warranties of any kind, and is subject to return and refund at the sole discretion of the choice of the beta co-lead program Retailer.Tool may vary by location/rent subject to availability. From time to time, the ace, in the soles of Add, remove, or modify the benefits of beta testing software. If we substantially reduce the benefits of the beta testing program, we will offer you the option to terminate your beta testing program membership and get a refund of your membership fee. Additional limitations are program membership test conditions and benefits (1) are for personal use, family of a eligible member only; and (2) cannot be sold, shared, rented, assigned, gifted or otherwise transferred. Sharing your information in order to facilitate your participation in the Beta Testing Program, you acknowledge and agree that Ace may share information about you, including personal information, with retailers participating in the Beta Testing Program, and that retailers participating in the Beta Testing Program may share this information with Ace.Termination of membership; modify or cancel the Beta Testing Program by contacting customer service. If you do so, any part of your membership fee will be refunded only as expressly stated in these beta test terms. Ace may modify or cancel the beta testing program at any time at its sole discretion, with or without notice to you. If we cancel the beta testing program, your beta testing program membership will be automatically terminated when the cancellation date takes effect. Additionally, Ace may terminate your membership at any time, with or without notice to you. If we terminate your membership or cancel the beta testing program during your membership period, you will receive a refund of your membership fees, unless the termination is due to your violation of the terms of this beta test program or additional agreements, or because you engaged in illegal, fraudulent or unacceptable conduct. If you purchase a beta testing program membership but are not eligible for a beta testing program at the time of purchase because you do not reside in the delivery service area of the retailers participating in the Beta Testing Program, you can choose to terminate your membership to recover your membership fee. If you purchase a beta testing program membership but become ineligible for a beta testing program because you move out of the delivery area of the retailers participating in the beta testing program during your membership period, you can choose to terminate your membership, but you will not receive a refund from the membership fee. In no case the benefits of free delivery will be available to you if they are located outside the delivery service area of the retailer's participating beta testing program. CommunicationsAce may send you mail and/or email communications related to beta testing Program.FeedbackAce welcomes your feedback, comments, suggestions regarding the beta testing program and possible improvements to the beta testing program (combined, feedback). Ace may use such notes, without restrictions, to improve or modify the beta testing program Other ace products and services. Accordingly, without further payment or consideration to you, you under this order assign ace all rights, including copyright and other intellectual property rights, to notes and notes. Without limiting the above, you acknowledge and agree that Ace may make any product or service that includes notes and/or otherwise exploits notes in any way ace deems appropriate. You acknowledge and warrant that your remarks are not subject to any restrictions by third parties and that you have the right and authority to grant the rights granted here without violating the rights of any third party. You agree that Ace does not have a duty to use your feedback or to keep your notes confidential. Disclaimer and liability are provided to the maximum extent permitted by law, beta testing program and all relevant services as they are without any representation, guarantee, express, implied or legal of any kind, including guarantees of trade ability, non-fringement or suitability for any particular purpose. To the maximum extent permitted by law, the maximum liability of Ace and its affiliates, retailers (including retailers and participating beta testing software) and their respective directors of their members, employees, employees, agents and representatives of damages of any kind, under any legal theory or property rights, whether due to breach of contract, damage or otherwise, arising from a test ing program Beta, your membership in the Beta Testing Program (including termination of your membership), or any related goods or services, including direct, indirect, indirect, accidental, punitive and dependent damages, even if you are not filed, may not exceed the fees you paid for purchasing your Beta Testing Program membership. Some state laws do not allow some safeguards to be cleared or to exclude or restrict certain damages. If these laws apply to you, some or all of the disclaimers, exceptions or restrictions mentioned above may not apply. The arbitration agreement agrees with ACE that any claim or dispute in law or equity that arose or may arise between us in relation to the beta testing program will be resolved in accordance with the provisions of this section. Please read this section carefully. It affects your rights and will affect how you and ACE claims are resolved against each other. You and Ace agree that any and all disputes or claims that arise or may arise between you and Ace in relation to the beta testing program must be resolved exclusively through confidential, final and binding arbitration. You give up the right to litigate a dispute in court before a judge or jury. Arbitration will be conducted by the American Arbitration Association (AAA) under its rules and procedures, including aaa supplementary proceedings Disputes (as appropriate), as amended under this arbitration agreement. AAA rules and form for the commencement of arbitration proceedings are available on the Association's website at www.adr.org.The arbitration must take place in your district or at another mutually agreed location. If the required relief value is \$10,000 or less, either you or ace may choose to have an arbitration conducted by telephone or on the basis of only written submissions, which are binding on the other party subject to the arbitrator's discretion to require a personal hearing if the circumstances justify it. A personal hearing can be attended by telephone, unless the arbitrator requests otherwise. The arbitrator determines the substance of all claims in accordance with Illinois laws, including recognized principles of fairness, and will respect all claims of privilege recognized by law. The arbitrator's decision is confidential, final and binding, and the arbitrator's award may be entered into any court with jurisdiction. All deposit fees, management and arbitrators will be paid in accordance with AAA rules. A prohibition of the category and non-individual representative actions Of ReliefYou and Ace agree that each of us may file claims against the other only on an individual basis and not as a plaintiff or class member in any alleged category or representative action or procedure. Unless you and Ace agree otherwise, the arbitrator may not merge or join more than one person's or one party's claims and may not preside over any form of standard, representative or collective proceedings. The court may also grant an exemption (including monetary, injunction and authorization) to the benefit of the individual party seeking redress only, and only to the extent necessary to provide the remedy required by that party's individual claim. No relief granted can affect other beta testing program members. You give up the right to start or participate in class and representative work. Applicable miscellaneous law. Illinois laws, regardless of the principles of conflict of laws, will govern the beta testing program and any claim or dispute that arises or may arise between you and Ace.Taxes: You are solely responsible for any federal, state or local taxes and/or government fees that may be imposed in connection with your beta testing program and the purchase of your beta testing program. Waiver: Any delay or failure by Ace to enforce any of these beta testing program conditions is a waiver of any of our rights under these program terms: The inability or inability of any provision (provisions) of this beta test program does not affect the validity or enforceability of any other provision. In case any of these judgments The terms are found to be invalid or unenforceable, and these beta test program terms must be interpreted on their terms as if the invalid or unenforceable provision is not included here. Construction: The addresses used in these beta testing program terms are for convenience only, are not part of this agreement, and do not affect the interpretation of any of these beta testing program terms. Any reference to the term including including, to name a few. All references to the currency are in United States dollars. Survival: Provisions relating to observations, disclaimer, liability determination, arbitration agreement, prohibition of class and representative procedures and non-individual relief, these diverse provisions must survive the termination of membership of your beta testing program or the cancellation of the beta testing program service. Customerif you have any questions regarding your beta testing program or membership of your beta testing program, please contact Ace Customer Care at 888-827-4223. 888-827-4223.

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