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ACE REWARDS® PLATINUM PROGRAM BETA TEST TERMS AND CONDITIONSAs pity updated on July 17, 2019, think of your interest in participating in the Beta Test of Ace Rewards® Platinum, a new membership program available for purchase by qualified members of Ace Rewards® ace rewards program. These Ace Rewards Platinum Program Beta Test Terms and Conditions (Beta Test Program Terms) govern the Beta Test (Beta Test Program) beta test and your participation in the Beta Test Program. These beta test program terms represent a binding agreement between you and Ace Hardware Corporation (AS OR WE OR WE), READ THESE BETA TEST PROGRAMS BEFORE PARTICIPATING IN THE BETA TEST PROGRAM, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS AND INCLUDE A BINDING CONFIDENTIAL ARBITRATION CLAUSE, WAIVER OF YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, AND WAIVER OF YOUR RIGHT TO A JURY TRIAL. BY PURCHASING BETA TEST PROGRAM MEMBERSHIP OR PARTICIPATING IN THE BETA TEST PROGRAM, YOU ACCEPT AND AGREE TO BE BOUND BY THESE BETA TEST PROGRAMS. If you do not agree to these beta test program terms, then you should not purchase a beta test program membership program or otherwise participate in the Beta Test Program. Privacy and additional agreementsOn participation in the Beta Test Program is subject to these Beta Test Program Terms and the following additional rules, terms, conditions, guidelines, contracts and documents (collectively, Additional Agreements), all as ace has changed from time to time in its own discretion: Ace's Privacy Policy, which governs Ace's use of your data. Text www.acehardware.com use, which regulate your use of the website www.acehardware.com (Page). Ace Rewards® Program Terms and Conditions, which govern your participation in the Ace Rewards Program. All other applicable policies, terms, contracts, frequently posted places and documents published on the site, including our customer service policies. A tool rental agreement will be required to take advantage of the ace neighborhood Toolbox, the beta test program's tool hire benefit. For more information about the Ace Neighborhood Toolbox, see Benefits below. To the extent that there is any conflict between these beta test program terms and any of the additional agreements, these beta test program terms will prevail. Modification of the Beta Test Program Terms We reserve the right to modify these Beta test program conditions at any time at our discretion. Modified versions of beta test program terms will be published at or any other URL Asu that can be provided from time to time), along with the revised Last Updated date. While we may send an email or email informing you of changes, we are not obliged to do so and thereby waive any rights that you may receive receive Notice. You should check this page periodically to see if recent changes to beta test program conditions have occurred. By participating in the Beta test program after we announce such changes, you agree to beta test programs as modified. Eligibility Can you purchase a Beta program membership and participate in the Beta program you must:(i) Be a member in the well-standing Ace Rewards program (for information about Ace Rewards, including how to become a member, click here),(ii) Have an acehardware.com online account associated with membership in Ace Rewards (for information about opening an acehardware.com online account, please click here, (iii) Be an individual residing in the delivery area of an ace reser participating in a beta test program (Participating Beta Test Program Retailer). Corporations and other business entities are not eligible to participate in the Beta test program. To determine if you live in the area of a participating beta test program salesperson delivery service, contact ace customer service on 888-827-4223 By purchase of beta test program membership, you are certified to meet all eligibility criteria. ExpirationBet's purchase program and trial memberships are available for purchase only www.acehardware.com. The membership fee is published on the site and is subject to change from time to time at the ace's sole discretion. Taxes may apply. Your membership is refundable for a full refund of the purchase price within forty-eight (48) hours of purchase. To get a refund, you'll need to visit a participating beta test program retailer. After that, except in accordance with applicable law or recovering through these beta test program conditions, beta test program memberships cannot be restored and membership fees are non-refundable. Beta test program memberships expire one year from the date of purchase, unless they are terminated sooner as provided for in these beta test program terms. Beta test program memberships are not automatically renewed. Benefits The following benefits are available to Beta Test Program members:Bonus Rewards - Beta Test Program members will receive a total of \$40.00 in ace rewards bonus over a one-year membership period, issued as follows: one \$10.00 reward will be issued immediately after the membership is purchased, and one \$10.00 reward will be issued in each of the second, third, and fourth quarters of the annual membership period. Ace Rewards® program terms and conditions govern all rewards issued in connection with the Beta Test Program, including the use and expiry of such rewards. If you cannot obtain membership in the Beta test program and reuse the membership for membership fees, as described below, you will not receive the Ace Rewards.Free Delivery bonus - Beta Test Program members will receive the following for free Daily delivery of goods purchased on the site, subject to the following requirements and restrictions: Free shipping is subject to Ace's customer service policies regarding in-store delivery, except for a minimum purchase requirement of \$50, which will not apply to Beta Test Program members. Items must be in inventory at the local beta test program retail location that participates in the members program to be eligible for the next delivery on the day of business. However, if the item is out of stock, it will be delivered by the date indicated during check-out at the time of purchase on the site. Not all goods are eligible for delivery from all beta test program traders. The order must be placed before 6 p.m. local time on the day the participating beta test program retailer is open for the next Business Day delivery. Delivery is limited to the member's residence, which must be within the local beta test program delivery area. Items must be for personal use of the member, not for commercial or business purposes. Delivery of white gloves, including in-house delivery, up or down stairs, to the yard, etc., may be offered by some sellers of the beta test program for an additional fee. Orders requiring assembly are excluded from the next delivery on Labor Day. Free shipping excludes same-day assembly and delivery. Ace Neighborhood Toolbox Program - Beta Test Program members can rent selected tools from participating beta test program vendors, subject to the following requirements and limitations: Tool rental requires a signed Ace Neighborhood Toolbox Agreement (Toolbox Agreement) between you and your participating Retailer beta test program.Tool rental requires a credit card or debit card accepted by your participating beta test program retailer and will be processed as a purchase. Your participating beta test program retailer will charge your credit or debit card for the purchase price of the borrowed tool plus applicable taxes. If the tool is returned under the terms of the Tool Agreement, the participating beta test program retailer will credit the same credit or debit card for the full purchase price. If the tool is not returned under the terms of the Tool Agreement, the transaction will be considered AS IS purchase of a used item without warranty of any kind, and is subject to refund and refund at the sole discretion of the participating sellers of the beta test program. Tool selection may vary depending on locationTool rental is subject to availability. From time to time, As may, in its own discretion, add, eliminate or modify the benefits of the Beta test program. If we materially reduce the benefits of the Beta test program, we will offer you the option to terminate your Beta Test Program membership and receive a refund of your membership fee. Additional RestrictionsBet test program and the allowances (i) are for personal use only of the member eligible for the household; and (ii) cannot be sold, shared, rented, dodiked, gifted or otherwise transmitted. By sharing your data in order to facilitate your participation in the Beta Test Program, you acknowledge and agree that Ace may share information about you, including personal information, with participating beta test program vendors, and that participating beta test program merchants may share such information with Ace.Termination of Membership; Modify or cancel the Beta Test Program You can terminate your membership at any time by contacting Customer Service. If you do so, no part of your membership fee will be refunded except as stated in this Beta Test Program Terms. Ace may modify or cancel the Beta test program at any time at its discretion, with or without notice. If the Beta test program is cancelled, your Beta test program membership will be automatically terminated after the program's cancellation date. In addition, As can terminate your membership at any time, with or without notice to you. If we terminate your membership or cancel the Beta Test Program during your membership, you will receive a membership refund unless the termination is due to your violation of these Beta Test Program Terms or Additional Agreements, or because you engaged in unlawful, fraudulent, or undesirable behavior. If you purchase a beta test program membership but can't get a beta test program at the time of purchase because you're not staying in the area of the participating beta test program retailer delivery service, you can choose to terminate membership for membership refund. If you purchase a beta test program membership but become ineligible for the Beta test program because you are moving outside the beta test program vendor delivery service area participating in your membership, you can choose to terminate the membership, but you will not receive a membership refund. In any case, the benefits of free shipping will not be available to you if you are staying outside the beta test program vendor delivery service area.CommunicationsAce may send you emails and/or email communications related to the Beta test program. FeedbackAce welcomes your feedback, comments and suggestions regarding the Beta test program and potential improvements to the Beta Test Program (collectively, Feedback). As may use such feedback, without limitation, to improve or modify the Beta Test Program and Ace other products and services. Accordingly, without payment or further consideration, you grant Ace all rights, including copyright and other intellectual property rights, in and on Feedback. Without limitation, he renounced, you admit and agree As may make any product or service that includes Feedback and/or otherwise exploits Feedback in any way that Ace deems appropriate. You represent and warrant that your feedback is not subject to any restrictions from third parties and that you have the right and authority to grant rights granted here without violating the rights of any third party. You agree that Ace is not under the duty to use feedback or keep feedback confidential. Disclaimer and limitation of liability to the fullest extent per law, beta test program and all related services are provided as is without any representation or warranty, EXPRESS, IMPLIED OR LEGAL, OF ANY KIND, INCLUDING GUARANTEES OF COMMERCIALITY, DISHARMONY OR FITNESS FOR ANY PARTICULAR PURPOSE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE MAXIMUM LIABILITY OF ACE, ITS SUBSIDIARIES, ITS RETAILERS (INCLUDING PARTICIPATING BETA TEST PROGRAM TRADERS) AND THEIR DIRECTORS, MEMBERS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES FOR DAMAGES OF ANY KIND, UNDER ANY THEORY OF LAW OR EQUITY, WHETHER FOR BREACH OF CONTRACT, CAKE OR OTHERWISE, ARISING FROM A BETA TEST PROGRAM, YOUR BETA TEST PROGRAM MEMBERSHIP (INCLUDING TERMINATION OF YOUR MEMBERSHIP) OR ANY GOODS OR SERVICES ASSOCIATED WITH THEM, INCLUDING DIRECT, INDIRECT, THIRD PARTY, ACCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES, EVEN IF ADVISED ON THE POSSIBILITY THEREOF, WILL NOT EXCEED THE FEE YOU PAID TO PURCHASE A BETA TEST PROGRAM MEMBERSHIP. CERTAIN STATE LAWS DO NOT ALLOW WAIVER OF CERTAIN WARRANTIES OR EXCLUSION OR LIMITATION OF CERTAIN HARM, IF THESE LAWS APPLY TO YOU. SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR RESTRICTIONS MAY NOT APPLY. THE ARBITRATION AGREEMENT AND AS AGREE THAT ANY CLAIM OR DISPUTE IN LAW OR EQUITY THAT HAS ARISEN OR MAY ARISE BETWEEN US IN CONNECTION WITH THE BETA TEST PROGRAM WILL BE RESOLVED IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS SECTION. READ THIS SECTION CAREFULLY. THIS AFFECTS YOUR RIGHTS AND WILL AFFECT HOW THE CLAIMS YOU AND AS HAVE AGAINST EACH OTHER ARE RESOLVED. You and As agree that any disputes or claims that have arisen or may arise between you and Asa in connection with the Beta Test Program will be resolved exclusively through confidential, final and binding arbitration. YOU WAIVE YOUR RIGHT TO A COURT CASE BEFORE A JUDGE OR JURY. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules and procedures, including AAA supplemental procedures for consumer-related disputes (as applicable), as amended by this Agreement to arbitrate. The AAA rules and the arbitration initiation form are available on the AAA website at: www.adr.org.Arbitration is held in in which you reside or in another other agreed location. If the value of the requested relief is \$10,000 or less, you or Ace may choose arbitration conducted by telephone or based solely on written submissions, and the election will be binding on the other party based on the discretion of the arbitrator to require a personal hearing if circumstances so require. Attendance at a live hearing can be held by phone unless the arbitrator requests otherwise. The arbitrator will decide on the content of all claims under Illinois state laws, including recognized principles of fairness, and will honor all claims of privilege recognized by law. The arbitrator's award will be confidential, final and binding, and a judgment on the award issued by the arbitrator may be entered into any court competent to do so. Payment of all filing fees, administration and arbitrators will be governed by AAA rules. The prohibition of class and representative lawsuits and non-identified reliefYou and Ace agree that each of us can take action against the other only on an individual basis, not as a plaintiff or class member in any alleged class or representative action or procedure. Unless both you and As agree otherwise, the arbitrator may not consolidate or join more than the requirements of one person or party and shall not otherwise preside over any form of consolidated, representative or aggregate procedure. Also, an arbitrator may grant relief (including monetary, non-judged and declaratory relief) only for the benefit of an individual party seeking relief and only to the extent necessary to provide assistance to the individual requirements of that party. Any assigned relief cannot affect other members of the Beta test program. YOU WAIVE YOUR RIGHT TO START OR PARTICIPATE IN CLASS AND REPRESENTATIVE ACTIONS. Various Application Act: Illinois State Laws, regardless of the principles of conflict of law, will govern the Beta Test Program and any claims or disputes that have arisen or may arise between you and Ace. Taxes: You are solely responsible for any federal, state, or local taxes and/or state fees that may be imposed in connection with the Beta Test Program and the purchase of your membership in the Beta Test Program. Disclaimer: Without delay or failure of asa to enforce any of these beta test program conditions will not be a waiver of any of our rights under these program conditions. Severability: Invalid or unenforceability of any provision (s) of these Beta Test Program Terms shall not affect the validity or enforceability of any other provision. In the event that any provision of these Program Terms is found to be invalid or unenforceable, these beta test program terms shall be interpreted in accordance with their terms as if no invalid or unenforceable provision were contained herein. Construction: The titles used in these beta test programs are convenience only, are not part of this agreement and do not affect the interpretation of any of the provisions of these Beta Test Program Conditions. Any reference to the term including means including, without limitation. All currency references are listed in US dollars. Survival: Feedback provisions, disclaimers, limitation of liability, arbitration agreement, prohibition of class and representative lawsuits and non-individualized relief, and these various provisions will survive termination of beta test program membership or cancellation of beta test program. Customer Service If you have any questions regarding your beta test program or beta test program membership, contact Ace Customer Care at 888-827-4223. 888-827-4223.

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