

Member Agreement Terms & Conditions

I. GENERAL. This Member Agreement includes terms and conditions and other details about the relationship between you and Compton Point, Inc. ("Compton Point") and its affiliates ("Cheap Tobacco", "Midwest Vapors", "us" or "our") relating to the Cloud Card Rewards program ("Program"). By enrolling in, or otherwise participating in, the Program, you acknowledge that you have read and understood this Member Agreement and that you agree to be bound by it, as well as all additional policies, terms and conditions referenced and incorporated in Section XI of this Member Agreement, all of which may be amended from time-to-time (collectively, "Terms"). Any changes or modifications to these Terms will be effective immediately upon posting at cheaptobaccousa.com/rewards or midwestvaporsohio.com/rewards, and you waive any right to receive specific or individual notice of such changes or modifications. If you do not agree to all of the Terms now or at any point in the future, please contact Cloud Card Rewards Customer Service at [1-513-745-0450](tel:1-513-745-0450) or email marketing@ctobacco.com to un-enroll. These Terms constitute a legally binding agreement between Compton Point Inc. and each individual who enrolls or participates in the Program. The interpretation and application of the Terms are at the sole discretion and application of Compton Point's.

II. MEMBERSHIP. Participation in the Program and the benefits of the Program are offered at the sole discretion of Compton Point. Eligible customers (as described below) may enroll or otherwise participate. One Program membership per customer. Your membership is nontransferable and is subject to future Program Terms. By joining or otherwise participating, you agree to receive operational communications about the Program, as well as advertising and marketing material from Compton Point and its affiliated programs. You agree that, in order to participate in the Program, it is your responsibility to keep your Member information current, complete and accurate by periodically updating your information with Compton Point through the Program web site, or by contacting Cloud Card Rewards Customer Service at [1-513-745-0450](tel:1-513-745-0450).

III. ELIGIBILITY. The Program is open to individual U.S. residents (excluding Guam, Puerto Rico, U.S. Virgin Islands and territories) at least 18 years of age who provide and maintain a valid email address. By joining or otherwise participating in the Program, you represent and warrant that you are at least 18 years of age or older. You may un-enroll at any time by contacting Cloud Card Rewards Customer Service at [1-513-745-0450](tel:1-513-745-0450) or email marketing@ctobacco.com. Your Program membership is valid only at participating Cheap Tobacco or Midwest Vapors store locations.

IV. POINTS & PROGRAM FEATURES. As a member of the Program, you will earn ½ a point for every \$1 you spend on cigarettes and 1 point for every \$1 you spend on all other qualifying purchases made in-store (see "Non-Qualifying Purchases" below). To earn points when making purchases at participating stores, you must (a) present your Program card (either a branded plastic card or your digital card), or (b) provide the phone number or email address associated with your Program membership. Provision of this information is not required to complete any transaction, but it is necessary to earn the corresponding points.

Points will post to your Program account approximately 48 hours following either the purchase, subject to processing timeframes and/or website maintenance. Points are based upon dollars spent on qualifying purchases. Points will be earned by only one Program membership per transaction. If an item is returned, Points will be deducted from your Program membership equal to the return amount for the item. Program cards, points, and any Program Rewards, offers and coupons have no cash value. Unless otherwise expressly stated or pursuant to a particular Program feature, your Program membership, card, points, Rewards, offers and coupons are not transferable. Other restrictions and exclusions may apply.

Additional bonus or surprise point earning opportunities may be available for some Program members in some or all markets, pursuant to specified terms and at Compton Point's sole and absolute discretion. For example, Compton Point may award additional points in connection with certain promotions (which may be limited time offers) and/or based upon a customers' engagement with Compton Point. To the extent you are incentivized to earn points through social activities, where such activity(ies) could be construed to be an endorsement of Compton Point's products or business, please remember to disclose the incentive so the audience understands your relationship with Compton Point and its affiliates (e.g., #EarnedCloudCardPoints).

The Program may include additional features and benefits, whether made available for a limited time or on a consistent basis and subject to specified terms, such as the opportunity for a member to transfer ("share") available points to another active Program member's account or to donate available points to a limited selection of charitable organizations or causes. Upon sharing or donating, the points are deducted from your account.

Some Program benefits and offers may be customized based upon your purchase behaviors and preferences.

For additional information about the Program and its features, please refer to the FAQs available at cheaptobaccousa.com/Rewards or midwestvaporsohio.com/Rewards.

V. POINTS & REWARDS. For every 500 points you earn in the Program, you will be eligible to receive an electronic \$5 Cloud Card Rewards Coupon; provided, however, that you have also provided and maintained a valid email address. Cloud Card Rewards points expire one (1) year after they are earned, measured from the end of the month in which the Reward points were earned. If your Rewards account has been inactive for 12 months, your balance will automatically be reset to zero. You will begin earning points again at the time of your next purchase unless your membership is inactivated by Compton Point pursuant to Section VIX below. Cloud Card Rewards Coupons are discounts good toward future purchases at participating stores and may be redeemed for a discount off purchase amounts equal to or greater than \$20, excluding Non-Qualifying Redemptions (see below). Unless otherwise expressly stated, Cloud Card Rewards Coupons are not transferable and may only be used by the member to whom it is issued. Cloud Card Rewards Coupons may be used in conjunction with most other discounts or offers toward the purchase of products, not to equal or exceed the purchase amount. Cloud Card Rewards Coupon(s) will be applied prior to percent-off total purchase discounts. Each Cloud Card Rewards Coupon will indicate its expiration date, and expired coupons will not be accepted. Cloud Card Rewards Coupons have no cash value and are not legal tender; no cash back will be given for Cloud Card Rewards Coupon redemption.

VI. OFFERS. As a Program member, you will receive several offers throughout a twelve-month period. Please refer to the FAQs for more information about the Program offers. Offers may include, but are not limited to, percent-off and dollar-off coupons. Offers will include additional details, exclusions and terms. In addition, as a Program member, you may receive other communications and timed offers, such as early notification about upcoming events and sales and a birthday coupon (if you have provided your birthday information).

VII. NON-QUALIFYING PURCHASES. Qualifying purchases for which points will be earned include sale-, regular- and clearance- priced merchandise. Points are earned on the dollar amount of qualifying purchases after all applicable discounts, offers, coupons and Cloud Card Rewards Coupons are applied and before tax is imposed. In addition, non-qualifying purchases for which points will not be earned include the purchase of Gift Cards. Other exclusions may apply.

VIII. NON-QUALIFYING REDEMPTIONS. The following items are considered non-qualifying redemptions for which Cloud Card Rewards coupon(s) may not be redeemed: (1) to purchase cigarettes; (2) to purchase Gift Cards; (3) as price adjustments on prior purchases. Other exclusions may apply.

IX. MEMBERSHIP EXPIRATION, CANCELLATION AND TERMINATION. Members who have no qualifying point activity during any continuous 12-month period, may have their membership automatically expire on the last day of the 12th month of membership inactivity and that membership will be inactivated.

Resellers are expressly excluded from the Program. If you purchase items for resale, we reserve the right to not award points, to deduct improperly awarded points from your account balance, to invalidate improperly issued Cloud Card Rewards Coupons and/or to terminate your membership.

In the event of any abusive or fraudulent activity related to the Program, and/or a violation of the Program terms, as determined by us in our sole discretion, we reserve the right to make any adjustments to, including termination of, your Program Account at any time. Any such adjustments, however, will be made in accordance with the Terms, any applicable laws, rules or regulations. Memberships may be canceled by you at any time by contacting Cloud Card Rewards Customer Service at [1-513-745-0450](tel:1-513-745-0450) or email marketing@ctobacco.com. Cancellation may take from 6 to 8 weeks to finalize. Upon cancellation, your membership will be inactivated.

In addition, Compton Point reserves the right to change, limit, modify or terminate the Program and/or your membership for any reason or no reason at any time, with or without notice.

X. MEMBER COMMUNICATIONS.

By enrolling or otherwise participating in the Program, you agree to receive transactional emails and promotional email offer updates from Compton Point. Members may unsubscribe from promotional emails at any time via the unsubscribe link in those emails; provided, however, if you unsubscribe from Cloud Card Reward e-mails, you may no longer receive those Program benefits which are distributed by email. For information about your membership, contact Cloud Card Rewards Customer Service at 1-513-745-0450 or email marketing@ctobacco.com.

XI. ADDITIONAL TERMS.

1. License. Subject to these Terms, Compton Point hereby grants you a non-exclusive, non-transferable license (without the right to sublicense) for so long as you participate in the Program and adhere to these Terms, to access, participate in and use the Program services. You agree that you obtain no rights other than the rights and licenses expressly granted herein.
2. Entire Agreement. You agree to comply with terms and conditions of this Membership Agreement, as well as the terms and conditions of the following (all of which are referred to as "Terms" in Section I of this Membership Agreement): (i) Compton Point's Privacy Policy (referenced below); (ii) Compton Point's Legal Notices available at Legal Notices on cheaptobaccousa.com or midwestvaporsohio.com; (iii) any and all other policies and rules as set forth in Program materials, either in print or on the Program web site. New Terms may be added and/or existing Terms may be amended from time-to-time. The Terms, as so amended, will be posted on the Program web site, and your continued participation in the Program thereafter will constitute acceptance of all such updated terms.
3. Privacy Policy. By enrolling or otherwise participating in the Program, you acknowledge and agree that the information you provide as a member of the Program will be released to Compton Point's affiliates as well as third parties to carry out the Program on Compton Point's behalf and will otherwise be handled in accordance with Compton Point's Privacy Policy.
4. Cheap Tobacco & Midwest Vapors Employees. Employees may be restricted from participating in certain features of the Program pursuant to applicable their respective policies.
5. Trademarks. "Cheap Tobacco", and "Midwest Vapors", as well as related product and service names, design marks and slogans, are registered trademarks of Compton Point Inc. and Midwest Vapors LLC.