

**SMALL BUSINESS PASS PROGRAM  
TERMS AND CONDITIONS  
[Merchant]**

Last updated: June 29, 2023

Intentionalist, SPC (“**Intentionalist**”) is a Washington social purpose corporation. These Small Business Pass Program Terms and Conditions (“**Terms**”) apply to you as a participating business (“**Merchant**”) (Intentionalist and Merchant each being a “**Party**” and jointly, the “**Parties**”). These Terms supplement and are incorporated by reference into the Intentionalist Terms of Use (as updated, the “**Terms of Use**”); notwithstanding anything to the contrary contained in the Terms of Use, any dispute arising from these Terms shall also be subject to, and shall not limit, the terms and conditions of the Terms of Use, including, but not limited to, its additional limitations of liability and dispute resolution provisions (including the class action waiver and mandatory arbitration terms). In consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**AGREEMENT**

1. **Small Business Pass Program.** Intentionalist offers a web-based software platform through its website, [www.intentionalist.com](http://www.intentionalist.com), other websites owned or operated by Intentionalist, and other hosted technology (collectively, the “**Site**”). The Site enables merchants to register their interest in participating in Intentionalist’s Small Business Pass Program (the “**Small Business Pass Program**”). Merchant’s usage of the Site is subject entirely to the Intentionalist Terms of Use, as updated. Intentionalist will, using its sole and absolute discretion, select merchants for participation in its Small Business Pass Program. Merchant’s indication of interest in the Small Business Pass Program will in no way entitle Merchant to participation in the Small Business Pass Program. Upon selection of Merchant for participation in the Small Business Pass Program, Recipients (defined below) will be entitled to redeem certain offers and/or discounts from Merchant (each an “**Offer**”) for certain predefined goods and/or services at certain predefined Merchant locations and for a certain predefined period of time (each a “**Promotional Period**”). The length of time the Promotional Period will remain open will be made in Intentionalist’s sole and absolute discretion. Merchant wishes to participate in the Small Business Pass Program subject to these Terms.
2. **Merchant Offers.** Intentionalist community members (each a “**Recipient**”) can redeem Offers with Merchants by using Intentionalist provided QR codes (each a “**Offer Code**”). When a Recipient successfully redeems their Offer Code, in whole or in part, as applicable (each a “**Transaction**”), Merchant agrees to provide Recipient the Offer that was redeemed. Merchant shall not provide any Offer without first successfully scanning and redeeming the Offer Code that redeems the same. INTENTIONALIST SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY SUFFERED OR SUSTAINED (EVEN IF CAUSED BY NEGLIGENCE) AS A RESULT OF ANY INACCURATE INFORMATION PROVIDED BY ANY OFFER CODE, MERCHANT’S FAILURE OR INABILITY TO SCAN ANY OFFER CODE, OR FAILURE OR INABILITY TO REDEEM OR OTHERWISE PROVIDE ANY OFFER, EXCEPT FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED BY LAW. Merchant, and not Intentionalist, is solely responsible for Merchant’s administration, redemption, customer service, availability, legal compliance and reporting related to the Small Business Pass Program.

3. **Payments and Fees.** Within thirty (30) days of the end of the month or once a Promotional Period has ended, as applicable (each a “**Billing Period**”), Intentionalist shall reimburse Merchant at the end of a Billing Period for all Offers that are actually redeemed as determined in Intentionalist’s sole discretion (each a “**Reimbursement**”). For purposes of obtaining Reimbursement, Merchant, and not Intentionalist, is solely responsible for keeping track of all Offers Merchant has actually provided and Merchant shall use commercially reasonable efforts to provide Intentionalist an electronic invoice. All Reimbursements shall be deposited into the bank account designated in the “Merchant Profile” provided by Merchant contemporaneously with its acceptance of these Terms or as updated from time to time. Merchant’s failure to designate a bank account may delay receipt of Reimbursements and may result in administrative costs or fees assessed to Merchant as determined at Intentionalist’s sole discretion. Merchant agrees that Intentionalist may be reimbursed by certain third-parties for Reimbursements.
4. **Small Business Pass Program Guidelines.** During the Promotional Period, Merchant shall adhere to all policies governing the Small Business Pass Program and all other Intentionalist policies, guidelines and procedures, including, but not limited to, Intentionalist’s Privacy Notice. Without limiting the foregoing, Merchant agrees as follows:
  - a. Merchant is solely responsible for delivery of goods and services purchased in a Transaction. Merchant shall be fully and solely responsible for ensuring that the sale and transfer of all goods and services are in full compliance with the laws, ordinances, and regulations that govern their sale and use. Merchant shall ensure that age verifications are done as necessary to comply with age restrictions contained in the applicable laws. Merchant shall use existing operational procedures to perform all administrative functions with respect to any Transaction, including providing Offers to recipients and keeping track of all Transactions.
  - b. Merchant is solely responsible for obtaining and maintaining all equipment and technology needed to enable Recipients to scan an Offer Code, including, without limitation, smartphones, tablets, and other devices that can scan QR codes, and a stable internet connection. Merchant shall use existing operational procedures to perform all administrative functions with respect to the Offers, including but not limited to obtaining and maintaining equipment that scans QR codes and keeping track of sales that involve the same.
  - c. Merchant shall establish and maintain a fair and uniform policy consistent with Merchant’s existing operational procedures for the exchange and return of goods and services purchased in a Transaction. All disputes involving the goods or services purchased in a Transaction will be settled directly between the Merchant and the Recipient without involving Intentionalist.
  - d. The Parties agree that Offer Codes do not and will not have an expiration date except as expressly provided for by Intentionalist in its sole and absolute discretion. Merchant shall honor a valid Offer Code until it is fully redeemed.
  - e. Merchant shall notify Intentionalist within twenty-four (24) hours if Merchant observes suspicious activity involving any Offer Code. Merchant agrees to provide Intentionalist with reasonable assistance in documenting and reporting suspicious activities to the authorities and to comply with other regulatory requirements to which the Small Business Pass Program may be subject.

f. Merchant agrees to fully indemnify and hold Intentionalist harmless from any claim or liability in connection with any Transaction, Offer Code redeemed, or relating to disputes arising out of a Merchant's return and exchange policy and/or the quality or merchantability of the goods and services provided by Merchant.

g. Merchant shall accurately describe all goods or services sold by Merchant. Merchant is prohibited from including misleading language in any names or descriptions of goods or services.

h. Merchant shall engage in ethical marketing practices. Merchant is prohibited from engaging in practices that are in any way connected with the transmission of "junk mail," "spam," unsolicited advertising, or other unsolicited mass distribution of email, or otherwise violating any applicable law related thereto.

i. Merchant shall post accurate contact information for Merchant at Merchant's physical locations and on Merchant's website, as applicable, including at a minimum Merchant's address, phone number, and email address.

j. Merchant will not charge any Recipient fees or service charges in connection with the redemption of any Transaction, including to provide any Offer or scan any Offer Code.

k. Merchant will adopt, implement, and adhere to a Merchant privacy policy that complies with all applicable consumer privacy laws.

l. Merchant will not use or manipulate the Small Business Pass Program for any fraudulent activity or purpose, including but not limited to misrepresenting the number of Offer Codes that have been redeemed.

m. Merchant shall not impose any restrictions on the redemption of any Offer Codes without Intentionalist's written consent. If Intentionalist approves of any such restrictions, Merchant will do so only in accordance with applicable law and must provide clear and conspicuous notice of those restrictions to Intentionalist and to consumers both at its physical retail location and on Merchant's website, as applicable.

n. Merchant shall provide not less than thirty (30) days' written notice to Intentionalist if Merchant elects to close its retail establishment.

o. Merchant will not sell, under any circumstances, any good or service that: (i) infringes the rights of a third party, including items that violate copyrights, trademarks, publicity, or privacy rights of third parties; (ii) has been the subject of a product recall, stop-sale or similar action by the U.S. Consumer Product Safety Commission or other government agency or the product manufacturer; (iii) violates the export, reexport, and import laws and regulations of the United States and other applicable countries; (iv) promotes, glorifies, or is directly associated with groups or individuals known principally for hateful or violent positions or acts (official government-issue stamps and coins are not prohibited under this policy); (v) is counterfeit or stolen, including items that are "knockoffs" of a name brand product; or (vi) violates any applicable federal, state, provincial, or local law or regulation or that Intentionalist determines, in its sole discretion, is inappropriate for sale through or by means of the Small Business Pass Program or Site.

p. Merchant assumes all risk of fraudulent charges or other illegal activity by consumers. Intentionalist shall not be responsible for losses due to fraudulent charges or other illegal activity. Merchant shall indemnify and hold Intentionalist harmless from any relevant bank fees, bank charges,

charge backs or any other fees, charges, penalties or damages related to such illegal or fraudulent activity related to the Small Business Pass Program provided for Merchant's business. Merchant agrees that Intentionalist is not responsible for any disputed business transaction(s) resulting from its online and e-commerce activities.

q. Merchant will comply with all applicable laws and regulations, including all laws and regulations governing redemption of Offer Codes and all taxes that may pertain to Transactions in which Merchant participates. Merchant is responsible for monitoring and abiding by these limits and laws.

5. **Term and Termination.** The agreement formed by these Terms will continue for the Promotional Period (the "**Term**"). At any time, Intentionalist may terminate the agreement upon providing Merchant ten (10) days' prior written notice.
6. **Representations and Warranties.** Merchant represents and warrants to Intentionalist, now and throughout the Term, that (a) Merchant has the right and authority to enter into and perform its obligations under these Terms, (b) Merchant is qualified to do business and is in good standing in each jurisdiction where the conduct of its business requires such qualification, (c) Merchant is registered for sales and other tax collection purposes in each jurisdiction in which Merchant's goods or services will be provided, and (d) Merchant will notify Intentionalist immediately if any of Merchant's representations or warranties becomes inaccurate or untrue in any material respect.
7. **Trademarks and Service Marks.** These Terms do not give either Party any rights of ownership or license to use the other Party's name, logo, service marks, trademarks, trade names, domain names, taglines, hashtags or any other proprietary descriptions ("**Marks**") except as expressly set forth in these Terms or as specifically authorized in writing by the holder of the Mark. Merchant hereby grants Intentionalist a nonexclusive, worldwide, royalty-free license to use such Merchant's Marks in connection with the Small Business Pass Program and Merchant's participation in the Intentionalist network of merchants. Merchant represents and warrants that Merchant owns all right, title, and interest in Merchant's Marks and has the right to grant the licenses provided under these Terms.
8. **Electronic Communications.** Merchant consents to do business with Intentionalist using electronic rather than paper documents, agrees to sign those documents electronically, and understands any document sent electronically has the same force and effect as a document sent in paper format. Merchant agrees to Intentionalist's use of electronic documents for all communications, agreements, disclosures, authorizations, and other documents necessary as part of the Small Business Pass Program. Merchant affirms that Merchant has current versions of an Internet browser, a program that accurately reads and displays PDF files, an active email account, and a computer or device with an operating system capable of supporting these programs, and that Merchant is able to receive and review electronic records. Merchant understands that Merchant may notify Intentionalist at any time to opt out of conducting business electronically, withdraw consent, change the email address used to send documents, or request a paper copy of any electronic document received from Intentionalist.
9. **Confidential Information.** Intentionalist and Merchant agree to keep confidential, to the extent permitted by law, and to not disclose to any third party, any confidential information received from the other that is not publicly available, including but not limited to customer names, Transaction details, marketing strategies, and financial information ("**Confidential Information**"). The Parties agree to only use Confidential

Information in connection with the Small Business Pass Program and not for any other purpose. The Parties shall each take reasonable steps to safeguard the confidentiality of all Confidential Information and to not disclose Confidential Information to any other person or entity except as permitted under this agreement or with the disclosing Party's prior written consent; provided that Merchant agrees that records of a Transaction through the Site shall not be considered Confidential Information of Merchant for this purpose.

10. **Privacy and Data Security.** All consumer personal information provided by Intentionalist, its agents or partners to Merchant in connection with the Small Business Pass Program shall be used by Merchant solely for the purpose of participating in the Small Business Pass Program . Merchant may not use such consumer personal information for any other purpose or combine or associate such consumer personal information with any other data it retains about a natural person. Merchant agrees that it will not process, use, sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicating in any manner such consumer personal information to any other person or entity except as permitted under these Terms or with Intentionalist's prior written consent. Merchant is solely responsible for compliance with any applicable laws and regulations while consumer personal information is in Merchant's possession, custody, or control. Merchant is responsible for maintaining commercially appropriate and reasonable physical, technical and administrative safeguards, both online and offline, to maintain the security, confidentiality, and integrity of consumer personal information. All consumer personal information is subject to Intentionalist's [Privacy Notice](#) available on the Site.

11. **Disclaimer of Warranty.** THE SMALL BUSINESS PASS PROGRAM, THE SITE, AND ALL RELATED CONTENT AND MATERIALS ARE PROVIDED ON AN "AS IS" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, THEY ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING FROM THE COURSE OF DEALING OR USAGE OF TRADE. INTENTIONALIST DOES NOT WARRANT THAT THE SMALL BUSINESS PASS PROGRAM, SITE, OR ANY RELATED CONTENT OR MATERIALS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE; THAT THEY WILL MEET MERCHANT'S REQUIREMENTS; THAT WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION OR WITHOUT INTERRUPTION; THAT DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. PARTICIPATION IN THE SMALL BUSINESS PASS PROGRAM AND USE OF THE SITE IS AT MERCHANT'S OWN RISK, AND MERCHANT IS SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE TO PROPERTY OR DATA THAT MAY RESULT. INTENTIONALIST DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE PURCHASED USING AN OFFER CODE OR FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SMALL BUSINESS PASS PROGRAM OR THE SITE OR THROUGH ANY HYPERLINKED WEBSITE. INTENTIONALIST IS NOT A PARTY TO ANY TRANSACTION BETWEEN A RECIPIENT AND MERCHANT OR ANY THIRD-PARTY PROVIDER OF PRODUCTS OR SERVICES.

12. **Indemnification.** MERCHANT AGREES TO DEFEND, INDEMNIFY, AND HOLD INTENTIONALIST, ITS OFFICERS, DIRECTORS, PARTNERS, AFFILIATES, AGENTS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, FEES, EXPENSES, AND LOSSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS AND COURT COSTS) INCURRED BY INTENTIONALIST ARISING OUT OF OR RELATING TO (A) ANY ACTUAL OR ALLEGED BREACH OF THESE TERMS BY MERCHANT, INCLUDING BREACH OF THE REPRESENTATIONS AND WARRANTIES HEREIN; (B) ANY CLAIM FOR SALES TAX OR ANY OTHER TAX OBLIGATION ARISING FROM ANY TRANSACTION, THE ISSUANCE OR REDEMPTION OF AN OFFER CODE, OR THE PROVISION OF GOODS AND/OR SERVICES IN CONNECTION THEREWITH; (C) ANY FAILURE OF MERCHANT TO HONOR AN OFFER CODE; (D) ANY INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, PUBLICITY, PRIVACY, TRADE SECRET, OR OTHER RIGHT OF ANY THIRD PARTY BY MERCHANT, INCLUDING WITHOUT LIMITATION, IN CONNECTION WITH THE MERCHANT'S MARKS OF INTENTIONALIST'S USE THEREOF; (E) MERCHANT'S PROVISION OF GOODS, SERVICES, OR INFORMATION IN CONNECTION WITH THE SMALL BUSINESS PASS PROGRAM; (F) MERCHANT'S USE OR HANDLING OF CONSUMER PERSONAL INFORMATION; (G) MERCHANT'S NEGLIGENCE; OR (H) MERCHANT'S WILLFUL MISCONDUCT OR VIOLATION OF LAW. INTENTIONALIST MAY SELECT, RETAIN, AND EMPLOY COUNSEL OF ITS CHOOSING TO REPRESENT INTENTIONALIST IN CONNECTION WITH ANY SUCH CLAIM.
13. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 12, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR ANY KIND, INCLUDING DAMAGES FOR LOST GOODWILL, LOST PROFITS, LOST BUSINESS OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER SUCH CLAIM IS BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR OTHER LEGAL THEORY, AS A RESULT OF A BREACH OF ANY WARRANTY OR ANY OTHER TERM OF THE AGREEMENT UNDER THESE TERMS, AND REGARDLESS OF WHETHER A PARTY WAS ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 12, NEITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO A BREACH OF THESE TERMS, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL EXCEED THE AMOUNT OF REIMBURSEMENTS ACTUALLY PAID TO MERCHANT UNDER THESE TERMS IN THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM ARISES.
14. **Independent Contractors.** The Parties are independent contractors. Nothing in these Terms shall be deemed or construed by the Parties, nor by any third party, as creating a joint venture, partnership, franchise, or agency relationship between the Parties. Neither Party has the authority, without the other Party's prior written approval, to bind or commit the other Party in any way.

15. **Notices.** Whenever any notice is permitted or required under these Terms, it shall be in writing and deemed delivered when (a) delivered to the other Party at the address or email address provided by the other Party; or (b) actually received or rejected by the other Party; or (c) if earlier and regardless of whether actually received or not, one (1) business day after it is deposited (i) in the United States mail, postage prepaid, certified mail, return receipt requested, or (ii) with a regional or national overnight courier service, addressed to the Party at the address listed in the Merchant Profile as updated from time to time.
16. **Amendments; Modifications; Force Majeure.** Merchant is bound by these Terms and the terms and conditions governing the Small Business Pass Program. Merchant shall not modify, amend, waive, revise or release these Terms or such terms in any way without Intentionalist's prior written consent. Merchant agrees that Intentionalist reserves the right to change the rules, procedures, terms and conditions under these Terms from time to time as needed to administer the Small Business Pass Program. Intentionalist agrees to inform Merchant of the changes by posting such revisions on the Site or through other means at least ten (10) business days before the change becomes effective. Notwithstanding anything to the contrary contained herein, Intentionalist shall not be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, terrorist acts, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, war, or civil unrest.
17. **Assignment.** The rights and obligations of Merchant under these Terms may not be assigned by Merchant or by operation of law with regard to Merchant without the prior written consent of an authorized representative of Intentionalist or its successor or assign. Intentionalist may assign all or part of the agreement formed under these Terms without notice to Merchant. Upon such transfer, Intentionalist shall be released from all liability.
18. **Governing Law.** The agreement formed under these Terms shall be interpreted and construed in accordance with the laws of the State of Washington regardless of principles of conflicts of laws.
19. **Waiver of Provisions.** Any waiver of any terms and conditions hereof must be in writing and signed by the Parties hereto. The waiver of any of the terms and conditions of these Terms shall not be construed as a waiver of any other terms and conditions hereof or of other instances of the same term or condition unless expressly agreed.
20. **Severability.** The provisions of these Terms shall be deemed severable and, if any provision of this Agreement or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of these Terms shall not be affected and each provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.
21. **Equitable Remedies.** Each Party acknowledges that a breach of certain of its obligations under these Terms, other than any payment obligations hereunder, may result in irreparable and continuing damage to the other Party for which monetary damages may not be sufficient, and each Party agrees that the other Party will be entitled to seek, in addition to its other rights and remedies hereunder or at law, injunctive or all other

equitable relief and such further relief as may be proper from a court of competent jurisdiction.

22. **Entire Agreement; Counterparts.** These Terms together with other terms incorporated by reference (a) represents the entire agreement between the Parties with respect to the subject matter covered, (b) supersedes any prior understandings with respect to that subject matter, and (c) may only be amended in a writing duly executed by both Parties except as expressly set out in these Terms. These Terms and any amendment thereto requiring signature may be executed (a) electronically by express acceptance in the Site or (b) in separate written counterparts and by PDF transmitted by email, all of which shall be considered one and the same agreement, it being understood that each Party need not sign the same counterpart.
23. **Survival.** Any provision of these Terms or any schedule, addendum or exhibit to these Terms that, by its nature, would survive termination or expiration of the agreement formed under these Terms or such schedule, addendum or exhibit will survive any such termination or expiration, including without limitation Sections 3 and 4 and Sections 7 through 13.