

Terms of Use Agreement

Please read this agreement.

This Terms of Use Agreement ("Agreement") is made by and between you or the "Enrollee" and Nino Salvaggio International Marketplace ("Retailer") and governs your enrollment in and use of the Fresh Rewards service ("Service").

The next time you use Fresh Rewards, you are agreeing to these Terms of Use. If you are not in agreement, please call (248) 879-9222 to cancel your Fresh Rewards account or report a lost or Stolen Card

To participate in the Service, you have been (or will be) issued a card ("Card") which links the information on your personal account to Retailer's database. If your Card is lost or stolen, or if you suspect it is being used without your permission, call Retailer immediately so that we can deactivate the account. Retailer will issue an additional or replacement Card only at your request. You agree to cooperate with Retailer in any fraud prevention measures Retailer prescribes.

Enrollee Authorizations

By agreeing to this Agreement you are authorizing Retailer, its affiliates and its subsidiaries to verify your identity in order to proceed with a transaction with Retailer which may include redemption of store credit, price discounts, coupons, department credits, and the like, to which you may be entitled. The authorization to verify your identity is essential for participation in the Service, and will remain in effect until you cancel your account.

Use Solely for Personal Purposes

Retailer has issued your Card at your request. You agree to use it for your own personal, family and household purposes according to this agreement. If you allow another person to have your Card, information associated with that person's use will be attributed to your account, meaning that the data associated with any activity undertaken by that person from their use of your Card will be on your account. This also means that any benefits (store credit, coupons, promotions, discounts, and the like) to which you are entitled through your use of the Card may be obtained instead by the person using your Card. You are advised not to let anyone use your Card.

Prohibited Uses

If you accept this Agreement, you can participate in the Service as a registered user. If you violate this Agreement, your account will be terminated immediately.

Revocation; Cancellation

Retailer may revoke your right to use the Card at any time with or without cause, and without giving you notice. You may not use the Card after your account has been canceled or terminated.

Problems with Goods and Services

RETAILER MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE USE OF THE Card OR THE GOODS OR SERVICES OBTAINED FROM ITS USE.

Information

Retailer may provide information to you about their special promotions and loyalty programs if you have selected this preference under the Retailer's Privacy Policy.

Information

A copy of the Retailer's Privacy Policy has been provided to you below, and is available on the Internet at <https://www.ninosalvaggio.com/wp-content/uploads/2022/12/WEB-TOA.pdf> as contained in this Terms of Use Agreement.

Changing this Agreement; Assignment

Retailer has the right at any time to terminate or change this Agreement by adding, modifying or deleting any services offered. Retailer will consider that you have accepted the change(s) if you use the Card after you receive notice of the changes. You will continue to be responsible for all charges made before you terminate the Agreement. While Retailer may assign this Agreement at any time without notice to you, these Terms of Use will remain the same unless you are notified.

Waiver

Retailer may not always exercise its rights under this Agreement, but Retailer does not give up its rights to exercise them in the future.

Governing Law

The laws of the State of Michigan and applicable Federal law govern this Agreement.

Retailer Privacy Policy

Retailer respects your right to privacy. Therefore, Retailer has adopted the following Privacy Policy: Retailer will not sell or otherwise intentionally release personal information (such as name, address, phone number, email address, etc.) to anyone unless you specifically consent to such release in writing.

Communications

When you enroll in the Service, you are agreeing to allow Retailer to communicate directly with you regarding changes to its policies, procedures and capabilities. This includes information about new Service features, and about information on special promotions and loyalty rewards for Card users.

For joint accounts, Retailer will address communications to the account holder whose name appears on the enrollment form.

Your Preference Regarding Personal Information

As a Card user, you control how your personal information can be used for purposes other than to complete your transactions.

To provide you with the most value from your Card, Retailer may directly inform you about its special promotions and loyalty rewards. If you prefer that Retailer not deliver such information, you must inform us in any one of the following ways: Call the Customer Service Center at (248) 879-8879 or corporate.mail@ninosalvaggio.com

Nino Salvaggio International Marketplace

6835 Rochester Road

Troy MI 48085

Your preference will be made effective promptly after Retailer receives it. You may elect to change your preference at any time.

Security of your information

Retailer has a number of associates who perform essential support services. These may include employees of companies with whom Retailer has contracted to assist in customer care services. Retailer limits access only to those associates who need to know such information to provide you with customer care services. Retailer and our software service company have instituted a number of physical, procedural and electronic measures to protect your information. We have contractually obligated them to keep your information confidential and in compliance with the preferences you have communicated to us.

Regardless of your preferences, there are times when Retailer may be legally required to disclose your personal information. For example, this disclosure may be necessary to comply with a subpoena or similar legal process, or a fraud investigation.

The terms herein are effective as of January 1, 2022. Any material changes to these terms will be published on www.ninosalvaggio.com. By your continued use of your Card, you consent to the revised Terms of Use Agreement.