



Retailer Coupon Redemption Policy & Terms

of Yasso, Inc.

[Updated 6/21/2022]

This Coupon Redemption Policy (the “Policy”) and the pre-printed provisions on the Yasso Inc. (“Yasso”) coupons (the “Coupons”) being redeemed are, together, the only terms and conditions under which Yasso will reimburse a retailer (“Retailer,” “You”, or “Your”) for submission of Coupons redeemed by customers from the Retailer with respect to Yasso products.

Unless stated otherwise below, this Policy applies equally to paper Coupons (including “print-at-home” coupons) presented for redemption (“Paper Coupons”) and to digital Coupons (including coupons downloaded to an individual consumer’s frequent shopper card or mobile phone) presented for redemption (“Digital Coupons”).

You agree that Your acceptance and redemption of a Coupon from a consumer constitutes Your acceptance of and binding agreement to all the terms and conditions in this Policy. It is Your responsibility to ensure that Your employees, managers, and agents are aware of and comply with this Policy.

1. A Coupon may be redeemed only once and only by an individual consumer, prior to the Coupon’s expiration date, at the time of purchasing the Yasso product or products indicated on the face of the Coupon (including, but not limited to, the specific name, quantity, and size of product or products indicated).
2. A Coupon may only be accepted for redemption in the United States or its territories and possessions, or on a United States military base.
3. You must deduct the face value of each Coupon redeemed by You from the retail price of the product charged by You to the consumer.
4. The consumer redeeming a Coupon must pay any applicable sales tax.
5. Multiple Coupons (two or more, in any form, including using a Paper and a Digital Coupon together) may not be applied against the purchase of the same item.
6. No Coupon may be assigned by one person to another. Any coupon transferred from its original recipient to another party for redemption shall be void.
7. Yasso does not permit the unauthorized distribution, collection, sale, or assignment of its Coupons for any reason. Coupons are not to be used in “swap boxes”, taped to products, or placed near Yasso products; gathered and distributed by any person or group for charitable fund-raising purposes; or otherwise used in any way except as described in paragraph 1 above.
8. Coupons are void where prohibited, taxed, or otherwise restricted by law.
9. Coupons become void on their stated expiration date.

10. Advertising and promotions developed or disseminated by third parties (including You) that contain Coupons for Yasso products must be approved by Yasso in writing in advance or the Coupons in such advertising and promotions will be void.
11. You must not accept void Coupons for redemption.
12. You must submit Coupons for reimbursement within six (6) months of the stated expiration date for Paper Coupons and within thirty (30) days of the stated expiration date for Digital Coupons.
13. You must apply the same controls for the receipt and handling of a Coupon as You apply to the receipt and handling of cash from consumers. You must ensure that your store employees, managers, and agents who handle Coupons know and follow these controls.
14. Yasso encourages Retailers participating in Digital Coupon promotions to use industry standard formats for reading, writing, and transmitting data and to implement industry standards for digital promotions to promote efficiency and effective controls.
15. You will be reimbursed only for the following:
 16. The face value of each Coupon properly submitted, or
 17. If the Coupon calls for free merchandise, Your retail-selling price (up to the stated maximum value printed on the Coupon) for such item, plus, in either case
 18. A handling fee of \$0.08 (8¢) for each Coupon properly redeemed.
 19. The handling fee constitutes full and complete compensation to You and Your agents for customary and reasonable expenses incurred for handling, shipping, delivery, and all other administrative costs associated with Coupons.
20. You may not deduct Coupon reimbursements or Coupon adjustments from product invoices or purchase orders. Any attempt to take such deduction may, at Yasso's sole option, void all Coupons submitted by You for reimbursement for any time period specified by Yasso.
21. You must provide Yasso upon request, and at your sole expense, with proof that You had purchased sufficient stock within the submission period to justify the number of Coupons presented for reimbursement.
22. You must provide Yasso upon request, and at your sole expense, with point-of-sale records, or product movement reports, or both, demonstrating that Coupons submitted by You were redeemed in conjunction with the purchase of Yasso products.
23. Yasso reserves the right to audit the Coupon submission processes of any Retailer or any agent involved in such processes. Any failure to cooperate with any such audit may, at Yasso's sole option, void all Coupons submitted by You for reimbursement for any time period specified by Yasso.
24. In jurisdictions where a cash redemption value is required, the cash redemption value of each Coupon is .001¢. Otherwise Coupons have no cash value.
25. You may not accept for redemption any Coupon that has been reproduced, trimmed, modified, or altered in any way. Yasso reserves the right to deny reimbursement, and to retain and declare void any Coupons presented for redemption when there is evidence of error or fraud, including, but not limited to, any of the following conditions:
 26. The absence of a hologram or other physical changes to a paper Coupon;

27. Gang cuts, similar cuts or tears, evidence of taping, uniform mixes, mint condition submissions, sequential number patterns, or excessive or larger than normal quantities of Coupons in single or multiple transactions that may indicate that Coupons were being used to purchase products for resale and not for individual or consumer use;
28. Signs of misredemption of Digital Coupons, such as accuracy or quality issues in data files, excessive or unusual patterns of redemption, use of multiple Coupons (Digital or Digital and Paper) for a single purchase, or excessive “make good” Coupons or point of sale overrides;
29. The failure of a Retailer to have sufficient stock to cover the number and types of Coupons submitted;
30. An inability to verify a Retailer’s address or business operations; or
31. Redemptions or submissions not otherwise not in accordance with this Policy.
32. Yasso’s judgment as to whether any Coupon has been improperly modified or redeemed shall be conclusive and no such Coupons will be returned to You.
33. Each shipment of Coupons for reimbursement will be considered as a whole. Yasso reserves the right to refuse reimbursement for an entire shipment if any portion of the shipment is found to be improper or to have been improperly redeemed. Reimbursement requests should include an invoice with the Retailer’s name, store name, address, date, invoice number, coupon quantity, and total value.
34. Yasso’s count of Coupons received for reimbursement will be final and shall govern for purposes of this Policy.
35. Yasso disclaims all warranties, express or implied, with respect to any UPC symbol used on its Coupons.
36. In the event Yasso denies reimbursement for any Coupon submitted by You, You may, within six (6) months of such date, ask Yasso to reconsider. Such requests must be made directly to Yasso in writing, submitted via certified mail, at the address for Yasso listed below. All decisions by Yasso on such requests are final and binding.
37. This Agreement is governed by the laws of the State of Colorado applicable to contracts made and performed in Colorado. If You have any dispute arising out of or relating to this Agreement (a “Dispute”), including any dispute involving Coupon processing or reimbursement issues, You must assert such Dispute within 12 months of the original date of the submission of the Coupon involved or, if no Coupon was involved, the other act or failure to act alleged to give rise to such Dispute, or such Dispute shall be deemed extinguished. ANY DISPUTE SHALL BE SETTLED ON AN INDIVIDUAL BASIS BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES THEN IN EFFECT, and judgment on the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. The arbitration shall take place in Denver, Colorado. Each party shall be responsible for its own attorneys’ fees and costs. No arbitration may be brought or maintained on a class basis. This provision does not preclude relief in aid of arbitration from a court. You and Yasso each consent to personal jurisdiction for such purposes in any court sitting in Denver, Colorado.

38. IMPROPER SUBMISSION OF COUPONS MAY CONSTITUTE MAIL OR WIRE FRAUD AND COULD RESULT IN CRIMINAL PROSECUTION. IF YASSO DETERMINES IN GOOD FAITH THAT A RETAILER HAS REPEATEDLY FAILED OR REFUSED TO COMPLY WITH, OR OTHERWISE DISREGARDED THIS POLICY, OR HAS FALSIFIED INFORMATION SUPPLIED TO YASSO OR ITS APPROVED REDEMPTION CENTER, OR IF YASSO RECEIVES INFORMATION FROM STATE OR FEDERAL GOVERNMENT AUTHORITIES THAT SUFFICIENT EVIDENCE EXISTS TO BRING CRIMINAL CHARGES AGAINST A RETAILER FOR CONDUCT RELATING TO COUPON REDEMPTION PRACTICES, THEN SUCH RETAILER'S REDEMPTION RIGHTS MAY BE PERMANENTLY TERMINATED.
39. No failure by Yasso failure to enforce any part of this Policy in any one instance shall be deemed a waiver of any part of this Policy in any other instance.
40. This Policy is effective as of the first day of the month indicated above and supersedes all prior Yasso policies with respect to the redemption of Coupons. Yasso reserves the right, in its sole discretion and without prior notice, to modify, revise, or eliminate any of the provisions of this Policy. It is Your responsibility to obtain updated copies of this Policy.

Properly redeemed Coupons should be sent to:

Yasso Inc.

c/o Inmar Inc.

Dept. 51035

801 Union Pacific Blvd STE 5

Laredo, TX 78045

All requests for reconsideration of any reimbursement or processing decision by Yasso should be sent, via certified mail, to:

Yasso Inc.

1050 Walnut Street Suite #402

Boulder, CO 80302

Attn: Marketing Department

All other correspondence and questions should be sent to:

Yasso Inc.

1050 Walnut Street Suite #402

Boulder, CO 80302

Attn: Marketing Department