Welcome to the terms and conditions (“Terms”) for the H-E-B primoperks™ pilot program (the “Program”).

These Terms are between you and HEB Grocery Company, LP and its affiliates (collectively, "**H-E-B**", “**we**” or "**Us**") and govern our respective rights and obligations with regards to the Program. The Terms, together with applicable terms and conditions related to any promotional offers provided to you for use with H-E-B primoperks, constitute the entire agreement between you and H-E-B related to the Program. Please note that your use of the H-E-B website and H-E-B primoperks membership are also governed by the H-E-B Terms & Conditions and Privacy Policy, as well as all other applicable terms, conditions, limitations, and requirements on the H-E-B website, all of which (as may be updated from time to time) are incorporated into these Terms. If you sign up for the Program, you accept these terms, conditions, limitations and requirements. Please read these Terms carefully.

H-E-B primoperks Benefits

For all Curbside Pickup or Home Delivery orders of $35 or more placed during your membership, the Personal Shopper Fee of $4.95 will be waived.

To qualify, an order must total at least $35 before fees and taxes. All Home Delivery orders remain subject to standard delivery fees (currently $7.50 per delivery order).

Membership Fee & Renewal

Your H-E-B primoperks membership will be effective for one year for a membership fee of $99. The membership fee must be paid in full upon registering. There is no renewal option at this time.

Membership Cancellation

You may cancel your H-E-B primoperks membership any time by either (i) visiting Your Account and adjusting your membership settings or (ii) calling 1-855-803-0611. If you cancel, we will give you a prorated refund based on the number of full months remaining in your membership.

Limitations

The Program is limited to certain H-E-B delivery areas and to customers who have been randomly selected. H-E-B reserves the right to adjust the types and amounts of fees applicable to the Program and any related services hereunder, to adjust the geographic scope of the Program or the number of individuals who may participate in the Program, to alter the terms of the Program or terminate the Program at any time, and to alter the terms of Curbside or Delivery services.

Changes to the Agreement

We may in our discretion change these Terms, H-E-B's Terms of Use and Privacy Policy, or any aspect of the Program and notify you when changes are implemented. YOUR CONTINUED MEMBERSHIP AFTER WE CHANGE THESE TERMS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST CANCEL YOUR MEMBERSHIP BY FOLLOWING THE INSTRUCTIONS ABOVE.

Termination by H-E-B

We may terminate your H-E-B primoperks membership at our discretion without notice. If we do so, we will give you a prorated refund based on the number of full months remaining in your membership. However, we will not give any refund for termination related to conduct that we determine, in our discretion, violates these Terms or any applicable law, involves fraud or misuse of the H-E-B primoperks membership, or is harmful to our interests or another user.

H-E-B's failure to insist upon or enforce your strict compliance with these Terms will not constitute a waiver of any of our rights.

Limitation of Liability

IN ADDITION TO OTHER LIMITATIONS AND EXCLUSIONS IN OUR TERMS & CONDITIONS OR PRIVACY POLICY, IN NO EVENT WILL WE, OUR AFFILIATES, OR THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES OF ANY OF THEM, BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, ARISING OUT OF OR RELATED TO THE PROGRAM. WITHOUT LIMITING THE FOREGOING, THE MAXIMUM AGGREGATE LIABLITY OF H-E-B AND ITS AFFILIATES, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY ASSOCIATED WITH ANY CLAIM ARISING FROM THE PROGRAM, WILL UNDER NO CIRCUMSTANCES EXCEED $100. THESE EXCLUSIONS AND LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND WILL SURVIVE CANCELLATION OR TERMINATION OF YOUR H-E-B PRIMOPERKS MEMBERSHIP. CERTAIN STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

Miscellaneous

If any provision of these Terms is found to be unlawful, void or for any reason unenforceable, that provision will be severed and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any rights or obligations under these Terms without our express prior written consent. You agree that the laws of the State of Texas, without regard to principles of conflict of laws, will govern these Terms. All membership purchases are subject to the terms and conditions applicable to H-E-B Curbside and Home Delivery orders.