

PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS OUR SERVICES IN ANY MANNER.

Terms of Use

Effective date: 03/01/2018

Welcome to Spend.com. Please read on to learn the rules and restrictions that govern your use of our website(s) and mobile application(s) ("our Services"). If you have any questions, comments, or concerns regarding these terms or our Services, please contact us at support@spend.com.

These Terms of Use (the "Terms") are a binding contract between you and Spend, Inc. ("Spend.com," "we" and "us"). Your use of our Services in any way means that you agree and consent to all of these Terms, and these Terms will remain in effect while you use our Services. These Terms include the provisions in this document, as well as those in the [Privacy Policy](#).

Will these Terms ever change?

We are constantly trying to improve our Services, so these Terms may need to change along with our Services. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by placing a notice on our website, by sending you an email, and/or by some other means.

If you don't agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use our Services. If you use our Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by us.

What about your privacy?

We take the privacy of our users very seriously. For our current Privacy Policy, please click [here](#).

The Children's Online Privacy Protection Act ("COPPA") requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13. We do not knowingly collect or solicit personally identifiable information from children under 13; if you are a child under 13, please do not attempt to register for our Services or send any personal information about yourself to us. If we learn we have collected personal information from a child under 13, we will delete that information as quickly as possible. If you believe that a child under 13 may have provided us personal information, please contact us at support@spend.com.

What are the basics of using our Services?

You may be required to sign up for an account, and select a password and user name ("Spend.com User ID"). You promise to provide us with accurate, complete, and updated registration information about yourself. You may not select as your Spend.com User ID a name that you don't have the right to use, or another person's name with the intent to impersonate that person. You may not transfer your account to anyone else without our prior written permission.

You represent and warrant that you are an individual of legal age to form a binding contract (or if not, you've received your parent's or guardian's permission to use our Services and your parent or guardian has agreed to these Terms on your behalf).

You will only use our Services for your own personal use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws. If your use of our Services is prohibited by applicable laws, then you aren't authorized to use our Services. We can't and won't be responsible for your using our Services in a way that breaks the law.

You will not share your account or password with anyone, and you must protect the security of your account and your password. You're responsible for any activity associated with your account. You agree to notify us immediately if an unauthorized party accesses or uses your account.

Your use of the Services is subject to the following additional restrictions:

You represent, warrant, and agree that you will not contribute any Content or User Submission (each of those terms is defined below) or otherwise use our Services or interact with our Services in a manner that:

1. Infringes or violates the intellectual property rights or any other rights of anyone else (including us);
2. Violates any law or regulation, including any applicable export control laws;
3. Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
4. Jeopardizes the security of your Spend.com account or anyone else's (such as allowing someone else to log in to our Services as you);
5. Attempts, in any manner, to obtain the password, account, or other security information from any other user;

6. Violates the security of any computer network, or cracks any passwords or security encryption codes;
7. Runs Maillist, Listserv, any form of auto-responder or "spam" on our Services, or any processes that run or are activated while you are not logged into our Services, or that otherwise interfere with the proper working of our Services (including by placing an unreasonable load on our Services' infrastructure);
8. "Crawls," "scrapes," or "spiders" any page, data, or portion of or relating to our Services or Content (through use of manual or automated means);
9. Copies or stores any significant portion of the Content;
10. Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to our Services.

A violation of any of the foregoing is grounds for termination of your right to use or access our Services.

Are you allowed to use our Services outside of the United States?

Yes our Services are directed to and are intended to be made available and for the use of all persons worldwide other than OFAC restricted countries which are prohibited to, or use by, any person in any OFAC restricted country or any jurisdiction where such distribution or use would be contrary to violate US sanction laws or regulations or that would subject us to any registration requirement within such jurisdiction or country. You acknowledge and agree that you will be responsible for ensuring that

any activity undertaken by you or other authorized users in any jurisdiction and with any person in whole or in part is in compliance with any and all applicable laws, rules, regulations, ordinances or interpretations or other similar national and international requirements of the country, state and province in which you are accessing and using our Services.

If you are a person from within in the United States or International, you may use our Services when traveling internationally. You may not use our Services when traveling internationally if you are visiting a country that is subject to a U.S. Government embargo, U.S. Government sanctions, or that has been designated by the U.S. Government as a "terrorist supporting" country. You may also not use our Services in connection with any party on a U.S. Government list of prohibited or restricted parties. As detailed above, by using our Services you agree to not violate any law or regulation.

By accessing or using our Services from outside the United States, you agree to the transfer of your information to the United States. Please note that your credit card agreement with the issuer of the Spend.com card or us contains terms regarding international transaction fees and fees for transactions in foreign currencies. Consult your card agreement for more information.

What licenses are you being granted to use our Services?

You are granted a non-exclusive, non-sublicensable, non-transferable, personal, limited license to use our Services only on a

computer or mobile device that you own or control, solely for your personal use and as expressly permitted herein. Certain software that we use to provide our Services has been licensed from third parties (each a "Third Party Licensor") that are not affiliated with us. This limited right to use our Services is revocable in our discretion and our Third Party Licensors retain all right, title, and interest to their software.

We have no obligation to correct any bugs, defects or errors in our Services. We also have no obligation to otherwise support, maintain, improve, modify, upgrade, update or enhance our Services.

The materials displayed or performed or available on or through our Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, User Submissions, and so forth (all of the foregoing, the "Content") are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through our Services, and you won't use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else's (including our) rights.

You understand that we own our Services. You won't modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of our Services.

Our Services may allow you to copy or download certain Content; please remember that just because this functionality exists, doesn't mean that all the restrictions above don't apply – they do!

Do you have to grant any licenses to Spend.com or to other users?

Anything you post, upload, share, store, or otherwise provide through our Services is your "User Submission." All licenses are subject to our [Privacy Policy](#) to the extent they relate to User Submissions that are also your personally-identifiable information. Please also note that any User Submission on a third-party social media social media platform including, but not limited to, Facebook®, Twitter®, YouTube® and LinkedIn® is subject to the Terms of Use and Privacy Policies of those respective platforms. Please refer to the policies of those platforms to better understand your rights and obligations in regards to such User Submissions.

For all User Submissions, you hereby grant us a license to translate, modify (for technical purposes, for example making sure your Content is viewable on an iPhone as well as a computer) and reproduce and otherwise act with respect to such User Submissions, in each case to enable us to operate our Services, as described in more detail below. This is a license only – your ownership in User Submissions is not affected.

If you store a User Submission in your own personal Spend.com account, in a manner that is not viewable by any other user except you (a "Personal User Submission"), you grant us the license above,

as well as a license to display, perform, and distribute your Personal User Submission for the sole purpose of making that Personal User Submission accessible to you and providing our Services necessary to do so.

You agree that the licenses you grant are royalty-free, perpetual, sublicenseable, irrevocable, and worldwide, provided that when you delete your Spend.com account, we will stop displaying your User Submissions, but you understand and agree that it may not be possible to completely delete that Content from our records.

Finally, you understand and agree that we, in performing the required technical steps to provide our Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media, and the foregoing licenses include the rights to do so.

What should you do if you believe there has been a violation of your intellectual property right?

DMCA Notice

If you believe that your intellectual property rights have been violated by something on our Services, please contact our Copyright Agent at Spend.com PO Box 5830 E. 2nd Street Casper, WY 82609 and provide the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of or a representative list of the work you believe has been infringed;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact you;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Do we recommend a particular mobile device or cell phone carrier?

We do not recommend, endorse or make any representation or warranty of any kind regarding the performance of any particular mobile device or any particular telecommunications carrier. We may identify a mobile device or telecommunications carrier as compatible with our Services, but this identification does not constitute a recommendation, endorsement, representation of performance, or warranty. You are responsible for the selection of your mobile device and for all issues relating to the operation, performance, and cost

associated with such device. You are also responsible for the selection of your telecommunications carrier and for all issues relating to the operations, performance, and cost associated with such carrier.

When you use our Services who is responsible for what you see and do?

Any information or Content publicly posted or privately transmitted through our Services is the sole responsibility of the person from whom such Content originated, and you access all such information and Content at your own risk. We aren't liable for any errors or omissions in that information or Content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through our Services. We can't guarantee the identity of any users with whom you interact in using our Services and are not responsible for which users gain access to our Services.

You are responsible for all Content you contribute, in any manner, to our Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it. You will keep all your registration information accurate and current. You are responsible for all your activity in connection with our Services.

Our Services may contain links or connections to third party websites or services that are not owned or controlled by us. When you access third party websites or use third party services, you accept that there are risks in doing so, and that we are not responsible for such risks. We encourage you to be aware when you leave our Services and to read the terms and conditions and privacy policy of each third party website or service that you visit or utilize.

We have no control over, and assume no responsibility for, the Content, information, accuracy, privacy policies, practices or opinions expressed in any third party websites or by any third party that you interact with through our Services. In addition, we will not and cannot monitor, verify, censor or edit the Content of any third party site or service. By using our Services, you release and hold us harmless from any and all liability arising from your use of any third party website or service.

Your interactions with organizations and/or individuals found on or through our Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that we shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between participants on this site, or between users and any third party, you agree that we are under no obligation to become involved. In the event that you have a dispute with one or more other users, you release us, our officers, employees, agents,

and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services.

Will Spend.com ever change our Services?

We're always trying to improve our Services, so they may change over time. We may suspend or discontinue any part of our Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of our Services. Similarly, we reserve the right to remove any Content from our Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

Do our Services cost anything?

Our Services are currently free, but we reserve the right to charge for certain or all Services in the future. We will notify you before any Services you are then using begin carrying a fee, and if you wish to

continue using such Services, you must pay all applicable fees for such Services.

Please note that while our Services, as defined above, are currently free, you may be liable for interest and certain fees for use of your credit card pursuant to your credit card agreement with the issuer of the Spend.com card or with us. Consult your card agreement for more information. Please also note that you may be charged by your telecommunications carrier for utilizing their communications network to access our Services. We are not responsible for any such charges or fees. Please consult the terms and conditions you have with your telecommunications carrier for more information.

What if you want to stop using our Services?

You're free to do that at any time, by contacting us at support@spend.com; please refer to our [Privacy Policy](#), as well as the licenses above, to understand how we treat information you provide to us after you have stopped using our Services.

We are also free to terminate (or suspend access to) your use of our Services or your account, for any reason in our discretion, including your breach of these Terms. We have the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Account termination may result in destruction of any Content associated with your account, so keep that in mind before you

decide to terminate your account. We will try to provide advance notice to you prior to our terminating your account so that you are able to retrieve any important User Submissions you may have stored in your account (to the extent allowed by law and these Terms), but we may not do so if we determine it would be impractical, illegal, not in the interest of someone's safety or security, or otherwise harmful to our rights or property.

If your account is terminated by either you or us, these Terms of Use, and other Spend.com policies, will continue to govern the relationship between you and us.

Additional Terms

Warranty Disclaimer.

Neither we nor our licensors or suppliers make any representations or warranties concerning any Content or information contained in or accessed through our Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through our Services. We (and our licensors and suppliers) make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through our Services. Products and services purchased or offered (whether or not following such recommendations and suggestions) through our Services are provided "AS IS" and without any warranty of any kind from us or others (unless, with respect to such others only, provided expressly and unambiguously in writing by a designated third party for a specific product). OUR SERVICES AND CONTENT ARE PROVIDED

BY US (AND OUR LICENSORS AND SUPPLIERS) ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF OUR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL WE (OR OUR LICENSORS OR SUPPLIERS) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO US IN CONNECTION WITH OUR SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (III) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnity.

To the fullest extent allowed by applicable law, you agree to indemnify and hold us and our affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses, and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to (a) your use of our Services (including any actions taken by a third party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action ("Claim"), we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

Assignment.

You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without our prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

Choice of Law; Arbitration.

You agree that these Terms are governed by and will be construed under the laws of the State of Wyoming, without regard to the conflicts of laws provisions thereof. You also agree that any dispute arising from or relating to the subject matter of these Terms shall be finally settled in Natrona County, Wyoming in English, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance

with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, Natrona County, Wyoming. Any arbitration under these Terms will take place on an individual basis: class arbitrations and class actions are not permitted. YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS, YOU AND SPEND.COM ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

Loss of Service.

Our Services are provided "as is" and without warranty. You acknowledge and agree that from time to time, our Services may be delayed, interrupted or disrupted for an indeterminate period of time. Such events may include, without limitation: server updates, software updates, power outages, equipment malfunctions, natural disasters, attacks on infrastructure by hackers or terrorists, and interruptions or delays in transmission by your telecommunications carrier. We and our affiliates are not liable for any claim arising from any such delay, interruption, disruption or similar failure. In no event will we or our affiliate be liable for indirect, consequential or special damages, including lost profits, arising from your use of our Service, even if such damages were reasonably foreseeable and notice was given regarding them. These limitations will apply to all causes of action, whether arising from breach of contract, tort (including negligence) or any other legal theory.

Miscellaneous.

You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with our Services, provided that we may, in our sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and Spend.com agree that these Terms are the complete and exclusive statement of the mutual understanding between you and us, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Spend.com, and you do not have any authority of any kind to bind us in any respect whatsoever. Except as expressly set forth in the section below regarding the Apple specific terms and conditions, you and Spend.com agree there are no third party beneficiaries intended under these Terms.

Apple Specific Terms and Conditions

In addition to your agreement with the foregoing terms and conditions, you acknowledge and agree to the following provisions

with respect to your use of the iPhone, iPad or iPod Touch compatible version of the licensed Spend.com Mobile Application (also called the "Licensed Application").

This Licensed Application is an agreement between you and us. Our Licensed Application is available to our eligible consumer credit card members. Apple Inc. ("Apple") is not a party to the Spend.com Mobile App Terms of Use agreement and does not own and is not responsible for the Licensed Application. Apple is not providing any warranty for the Licensed Application, except if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for the Licensed Application and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the Licensed Application, including, without limitation, any third party product liability claims, claims that the Licensed Application fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the Licensed Application, including those pertaining to intellectual property rights, must be directed to us at the address provided in the 'Contact Us' section of the Licensed Application.

The license you have been granted herein is limited to a non-transferable license to use the Licensed Application on any iPhone, iPad or iPod Touch device that you own or control, as permitted by the Usage Rules set forth in the App StoreSM Terms of Service. In addition, you agree to comply with the terms of any third party agreement that is applicable to you when using the Licensed Application, such as your wireless data service agreement.

You hereby represent and warrant (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

You acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of this Terms of Use agreement and that, upon your acceptance of the terms and conditions of this Terms of Use agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Terms of Use agreement against you as a third party beneficiary thereof.

Apple, iPhone, iPad and iPod Touch are trademarks of Apple Inc., registered in the U.S. and other countries. Apple Watch is a trademark of Apple Inc. App Store is a service mark of Apple Inc.

Alphabet (Google/Android) Specific Terms and Conditions

In addition to your agreement with the foregoing terms and conditions, you acknowledge and agree to the following provisions with respect to your use of the Android compatible version of the licensed Spend.com Mobile Application (also called the "Licensed Application").

This Licensed Application is an agreement between you and us. Our Licensed Application is available to our eligible consumer credit card members. Alphabet Inc. ("Alphabet") is not a party to the

Spend.com Mobile App Terms of Use agreement and does not own and is not responsible for the Licensed Application. Alphabet is not providing any warranty for the Licensed Application, except if applicable, to refund the purchase price for it. Alphabet is not responsible for maintenance or other support services for the Licensed Application and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the Licensed Application, including, without limitation, any third party product liability claims, claims that the Licensed Application fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the Licensed Application, including those pertaining to intellectual property rights, must be directed to us at the address provided in the 'Contact Us' section of the Licensed Application.

The license you have been granted herein is non-exclusive, worldwide, and perpetual to perform, display, and use the Licensed Application on the device. In addition, you agree to comply with the terms of any third party agreement that is applicable to you when using the Licensed Application, such as your wireless data service agreement.

You hereby represent and warrant (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

You acknowledge and agree that Alphabet and Alphabet's subsidiaries are third party beneficiaries of this Terms of Use

agreement and that, upon your acceptance of the terms and conditions of this Terms of Use agreement, Alphabet will have the right (and will be deemed to have accepted the right) to enforce this Terms of Use agreement against you as a third party beneficiary thereof.

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