

AdWallet - General Terms of Service

Last Updated July 2017

These General Terms of Service (“General Terms”) are a legal agreement between you (“you,” “your”) and AdWallet. (“AdWallet,” “we,” “our” or “us”) and govern your use of AdWallet’s services, including mobile applications, websites, software, hardware, and other products and services (collectively, the “Services”). If you are using the Services on behalf of a business, that business accepts these terms. By using any of the Services you agree to these General Terms and any policies referenced within (“Policies”), including terms that limit our liability (see Section 18) and require individual arbitration for any potential legal dispute (see Section 21). You also agree to any additional terms specific to Services you use (“Additional Terms”), such as those listed below, which become part of your agreement with us. You should read all of our terms carefully.

- **[Payment Terms](#)**: These terms apply to all payments made through the Services.
- **[Point of Sale Additional Terms of Service](#)**: These terms apply when you using a point of sale (POS).
- **Additional Terms and Conditions for Advertisers**: These terms apply to all Advertisers utilizing the Services.

1. Privacy

You agree to AdWallet’s [Privacy Policy](#), which explains how we collect, use and protect the personal information you provide to us.

2. AdWallet Account Registration

You must open an account with us (a “AdWallet Account”) to use the Services provided by AdWallet. During registration we will ask you for information, including your name and other personal information. You must provide accurate and complete information in response to our questions, and keep that information current. You are fully responsible for all activity that occurs under your AdWallet Account, including for any actions taken by persons to whom you have granted access to the AdWallet Account. We reserve the right to suspend or terminate the AdWallet Account of any user who provides inaccurate, untrue, or incomplete information, or who fails to comply with the account registration requirements.

3. Revisions, Disclosures and Notices

We may amend the General Terms, any Additional Terms, or our Policies, at any time with notice that we deem to be reasonable in the circumstances, by posting the revised version on our website or communicating it to you through the Services (each a “Revised Version”). The Revised Version will be effective as of the time it is posted, but will not apply retroactively. Your continued use of the Services after the posting of a Revised Version constitutes your acceptance of such Revised Version. Any Dispute (as defined in Section 20) that arose before the changes will be governed by the General Terms, Additional Terms or Policies in place when the Dispute arose.

You agree to [AdWallet's E-Sign Consent](#). We may provide disclosures and notices required by law and other information about your AdWallet Account to you electronically, by posting it on our website, pushing notifications through the Services, or by emailing it to the email address listed in your AdWallet Account. Electronic disclosures and notices have the same meaning and effect as if we had provided you with paper copies. Such disclosures and notices are considered received by you within twenty-four (24) hours of the time posted to our website, or within twenty-four (24) hours of the time emailed to you unless we receive notice that the email was not delivered. If you wish to withdraw your consent to receiving electronic communications, contact [AdWallet Support](#). If we are not able to support your request, you may need to terminate your AdWallet Account.

4. Restrictions

You may not, nor may you permit any third party, directly or indirectly, to:

1. export the Services, which may be subject to export restrictions imposed by US law, including US Export Administration Regulations (15 C.F.R. Chapter VII);
2. access or monitor any material or information on any AdWallet system using any manual process or robot, spider, scraper, or other automated means;
3. except to the extent that any restriction is expressly prohibited by law, violate the restrictions in any robot exclusion headers on any Service, work around, bypass, or circumvent any of the technical limitations of the Services, use any tool to enable features or functionalities that are otherwise disabled in the Services, or decompile, disassemble or otherwise reverse engineer the Services;
4. perform or attempt to perform any actions that would interfere with the proper working of the Services, prevent access to or use of the Services by our other customers, or impose an unreasonable or disproportionately large load on our infrastructure;
5. copy, reproduce, alter, modify, create derivative works, publicly display, republish, upload, post, transmit, resell or distribute in any way material, information or Services from AdWallet;
6. use and benefit from the Services via a rental, lease, timesharing, service bureau or other arrangement;
7. transfer any rights granted to you under these General Terms;
8. use the Services in a way that distracts or prevents you from obeying traffic or safety laws;
9. use the Services for the sale of firearms, firearm parts, ammunition, weapons or other devices designed to cause physical harm;
10. use the Services for any illegal activity or goods or in any way that exposes you, other AdWallet users, our partners, or AdWallet to harm; or

11. otherwise use the Services except as expressly allowed under these General Terms and applicable Additional Terms.

If we reasonably suspect that your AdWallet Account has been used for an unauthorized, illegal, or criminal purpose, you give us express authorization to share information about you, your AdWallet Account, and any of your transactions with law enforcement.

5. Compatible Mobile Devices and Third Party Carriers

We do not warrant that the Services will be compatible with your mobile device or carrier. Your use of the Services may be subject to the terms of your agreements with your mobile device manufacturer or your carrier. You may not use a modified device to use the Services if the modification is contrary to the manufacturer's software or hardware guidelines, including disabling hardware or software controls—sometimes referred to as "jail broken."

6. Your Content

The Services may include functionality for uploading or providing photos, logos, products, loyalty programs, promotions, advertisements and other materials or information ("Content").

You grant us and our subsidiaries, affiliates, and successors a worldwide, non-exclusive, royalty-free, fully-paid, transferable, and sub-licensable right to use, reproduce, modify, adapt, publish, prepare derivative works of, distribute, publicly perform, and publicly display your Content throughout the world in any media in order to provide and promote the Services. You retain all rights in your Content, subject to the rights you granted to us in these General Terms. You may modify or remove your Content via your AdWallet Account or by terminating your AdWallet Account, but your Content may persist in historical, archived or cached copies and versions thereof available on or through the Services.

You will not upload or provide Content or otherwise post, transmit, distribute, or disseminate through the Services any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches any duty toward or rights of any person or entity, including rights of publicity, privacy or trademark; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with AdWallet's or its partners' products and services, as determined by us in our sole discretion; or (f) in our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Services, or which may expose AdWallet, its affiliates or its customers to harm or liability of any nature.

Although we have no obligation to monitor any Content, we have absolute discretion to remove Content at any time and for any reason without notice. You understand that by using the Services, you may be exposed to Content that is offensive, indecent, or objectionable. We take no responsibility and assume no liability for any Content, including any loss or damage to any of your Content.

7. Copyright and Trademark Infringement

We respect the copyright and trademark rights of others and ask you to do the same. We respond to all valid notices of such copyright and trademark infringement, and our policy is to suspend or terminate the access privileges of those who infringe the copyrights and trademarks of others.

8. Security

We have implemented technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You provide your personal information at your own risk.

You are responsible for safeguarding your password and for restricting access to the Services from your compatible mobile devices and computer(s). You will immediately notify us of any unauthorized use of your password or AdWallet Account or any other breach of security. Notwithstanding Sections 20 and 21, in the event of any dispute between two or more parties as to account ownership, we will be the sole arbiter of such dispute in our sole discretion. Our decision (which may include termination or suspension of any AdWallet Account subject to dispute) will be final and binding on all parties.

9. Communications

You consent to accept and receive communications from us, including e-mail, text messages, calls, and push notifications to the cellular telephone number you provide to us. These communications may be generated by automatic telephone dialing systems which will deliver prerecorded messages, including for the purposes of secondary authentication, receipts, reminders and other notifications. Standard message and data rates applied by your cell phone carrier may apply to the text messages we send you, and you are responsible for any charges from your carrier for text messages sent from us. You may opt-out of receiving communications by following the unsubscribe options we provide to you. You acknowledge that opting out of receiving communications may impact your use of the Services.

10. Paid Services

AdWallet may offer Services to be paid for on a recurring basis ("Subscription Services") or on an as-used basis ("A La Carte Services" and, together with the Subscription Services, "Paid Services"). AdWallet has the right to change, delete, discontinue or impose conditions on Paid Services or any feature or aspect of a Paid Service. Subscription Services may subject you to recurring fees and/or terms. By signing up for a Subscription Service, including after any free trial period, you agree to pay us the subscription fee and any applicable taxes as set forth in your AdWallet Account settings or as otherwise agreed in writing ("Subscription Fee"). A La Carte Services may subject you to fees charged per usage and/or terms. By using an A La Carte Service, you agree to pay the fees and any taxes incurred at the time of usage ("A La Carte Fees" and, together with Subscription Fees, the "Paid Service Fees").

Paid Service Fees may be paid by debit card, credit card, or deducted from your transaction proceeds. If you link a debit or credit card to your account, you authorize us to collect Paid Service Fees by debit from your linked debit card or charge to your linked credit card. Regardless of payment device, we reserve the right to collect Paid Service Fees by deduction from your transaction proceeds, the Balance (as defined in the Payment Terms) in your AdWallet Account or your linked bank account.

Unless otherwise provided in a Subscription Service's terms, Subscription Fees will be charged on the 1st of every month until cancelled. You may cancel a Subscription Service at any time from your AdWallet Account settings. If you cancel a Subscription Service, you will continue to have access to that Subscription Service through the end of your then current billing period, but you will not be entitled to a refund or credit for any Subscription Fee already due or paid. We reserve the right to change our Subscription Fee upon thirty (30) days' advance notice. Your continued use of Subscription Services after notice of a change to our Subscription Fee will constitute your agreement to such changes.

11. Termination

We may terminate these General Terms or any Additional Terms, or suspend or terminate your AdWallet Account or your access to any Service, at any time for any reason. We will take reasonable steps to notify you of termination by email or at the next time you attempt to access your AdWallet Account. You may also terminate the General Terms and Additional Terms applicable to your AdWallet Account by deactivating your AdWallet Account at any time.

12. Effect of Termination

If these General Terms or your AdWallet Account is terminated or suspended for any reason: (a) the license and any other rights granted under these General Terms and any Additional Terms will end, (b) we may (but have no obligation to) delete your information and account data stored on our servers, and (c) we will not be liable to you or any third party for compensation, reimbursement, or damages for any termination or suspension of the Services, or for deletion of your information or account data. In addition to any payment obligations under the Payment Terms, the following sections of these General Terms survive and remain in effect in accordance with their terms upon termination: 6 (Your Content), 7 (Copyright and Trademark Infringement), 12 (Effect of Termination), 14 (Ownership), 15 (Indemnity), 16 (Representations and Warranties), 17 (No Warranties), 18 (Limitation of Liability and Damages), 19 (Third Party Products), 20 (Disputes), 21 (Binding Individual Arbitration), 22 (Governing Law), 23 (Limitation on Time to Initiate a Dispute), 24 (Assignment), 25 (Third Party Service and Links to Other Web Sites), and 26 (Other Provisions).

13. Your License

We grant you a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to use the software that is part of the Services, as authorized in these General Terms. We may make software updates to the Services available to you, which you must install to continue using the Services. Any such software updates may be subject to additional terms made known to you at that time.

14. Ownership

We reserve all rights not expressly granted to you in these General Terms. We own all rights, title, interest, copyright and other worldwide Intellectual Property Rights (as defined below) in the Services and all copies of the Services. These General Terms do not grant you any rights to our patents, trademarks or service marks.

For the purposes of these General Terms, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights, and other intellectual property rights that may exist now or come into existence in the future, and all of their applications, registrations, renewals and extensions, under the laws of any state, country, territory or other jurisdiction.

You may submit comments or ideas about the Services ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited, and without restriction, that it will not place us under any fiduciary, confidentiality or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone.

15. Indemnity

You will indemnify, defend, and hold us and our processors (and our respective employees, directors, agents, affiliates and representatives) harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in these General Terms or any Additional Terms; (b) your wrongful or improper use of the Services; (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (d) your violation of any law, rule or regulation of the United States or any other country; and (e) any other party's access and/or use of the Services with your unique name, password or other appropriate security code.

16. Representations and Warranties

You represent and warrant to us that: (a) you are at least eighteen (18) years of age; (b) you are eligible to register and use the Services and have the right, power, and ability to enter into and perform under these General Terms; (c) any information you provide in connection with the Services, including your business name, accurately and truthfully represents your business or personal identity under which you sell goods and services; (d) you and all transactions initiated by you will comply with all federal, state, and local laws, rules, and regulations applicable to you and/or your business, including the Health Insurance Portability and Accountability Act ("HIPAA"); (e) you will not use the Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the operation of the Services; and (f) your use of the Services will be in compliance with these General Terms and applicable Additional Terms.

17. No Warranties

THE USE OF "ADWALLET" IN SECTIONS 17 AND 18 MEANS ADWALLET, ITS PROCESSORS, ITS SUPPLIERS, AND ITS LICENSORS (AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES).

THE SERVICES ARE PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY, WHETHER IT IS EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ADWALLET SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

ADWALLET DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES ARE ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, ERROR-FREE, WITHOUT DEFECT OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

ADWALLET DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICES ADVERTISED OR OFFERED BY A THIRD PARTY. ADWALLET DOES NOT HAVE CONTROL OF, OR LIABILITY FOR, GOODS OR SERVICES THAT ARE PAID FOR USING THE SERVICES.

18. Limitations of Liability and Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ADWALLET BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE SERVICE. IN ALL CASES, ADWALLET WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

UNDER NO CIRCUMSTANCES WILL ADWALLET BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR ADWALLET ACCOUNT, OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF ADWALLET IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES EARNED BY US IN CONNECTION WITH YOUR USE OF THE SERVICES DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY, OR (B) \$500.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF ADWALLET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

19. Third Party Products

All third party hardware and other products that may be included or sold with the Services are provided solely according to the warranty and other terms specified by the manufacturer, who is solely responsible for service and support for its product. For service, support, or warranty assistance, you should contact the manufacturer directly. ADWALLET MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH THIRD PARTY PRODUCTS, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

20. Disputes

“Disputes” are defined as any claim, controversy, or dispute between you and AdWallet, its processors, suppliers or licensors (or their respective affiliates, agents, directors or employees), including any claims relating in any way to these General Terms, any Additional Terms, or the Services, or any other aspect of our relationship.

21. Binding Individual Arbitration

You and AdWallet agree to arbitrate any and all Disputes by a neutral arbitrator who has the power to award the same damages and relief that a court can. ANY ARBITRATION UNDER THESE GENERAL TERMS WILL ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, REPRESENTATIVE ACTIONS AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED. YOU WAIVE ANY RIGHT TO HAVE YOUR CASE DECIDED BY A JURY AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST ADWALLET. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced (but in no case will there be a class or representative arbitration). All Disputes will be resolved finally and exclusively by binding individual arbitration with a single arbitrator administered by the American Arbitration Association (<https://www.adr.org>) according to this Section and the applicable arbitration rules for that forum. Consumer claimants (individuals whose transaction is intended for personal, family, or household use) may elect to pursue their claims in their local small-claims court rather than through arbitration so long as their matter remains in small claims court and proceeds only on an individual (non-class or non-representative) basis. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, fully applies. If you are a consumer bringing a claim relating to personal, household, or family use, any arbitration hearing will occur within the county where you reside. Otherwise, any arbitration hearing will occur in Albuquerque, New Mexico, or another mutually agreeable location. The arbitrator’s award will be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. We will pay the arbitration fees due to the American Arbitration Association for individual arbitrations brought in accordance with this section. If you prevail on any claim for which you are legally entitled to attorney’s fees, you may seek to recover those fees from the arbitrator. For any claim where you are seeking relief, we will not seek to have you pay our attorney’s fees, even if fees might otherwise be awarded, unless the arbitrator determines that your claim was frivolous. For purposes of this arbitration provision, references to you and AdWallet also include respective subsidiaries, affiliates, agents, employees, predecessors, successors and assigns as well as authorized users or beneficiaries of the Services. Subject to and without waiver of the arbitration provisions above, you agree that any judicial proceedings (other than small claims actions in consumer cases) will be brought in and you hereby consent to the exclusive jurisdiction and venue in the state courts in the City of Albuquerque, County of Bernalillo, State of New Mexico, or federal court for the District of New Mexico.

22. Governing Law

These General Terms and any Dispute will be governed by California law and/or applicable federal law (including the Federal Arbitration Act) as applied to agreements entered into and to be performed entirely within New Mexico, without regard to its choice of law or conflicts of law principles.

23. Limitation on Time to Initiate a Dispute

Any action or proceeding by you relating to any Dispute must commence within one year after the cause of action accrues.

24. Assignment

These General Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you and any attempted transfer or assignment will be null and void.

25. Third Party Services and Links to Other Web Sites

You may be offered services, products and promotions provided by third parties and not by AdWallet ("Third Party Services"). If you decide to use Third Party Services you will be responsible for reviewing and understanding the terms and conditions for these services. We are not responsible for the performance of any Third Party Services. The Services may contain links to third party websites. The inclusion of any website link does not imply an approval, endorsement, or recommendation by AdWallet. Such third party websites are not governed by these General Terms. You access any such website at your own risk. We expressly disclaim any liability for these websites. When you use a link to go from the Services to a third party website, our Privacy Policy is no longer in effect. Your browsing and interaction on a third party website, including those that have a link in the Services is subject to that website's own terms, rules and policies.

26. Payments

You expressly authorize AdWallet's service provider, Dwolla, Inc. to originate credit transfers to your financial institution account.

27. Other Provisions

These General Terms, and any applicable Additional Terms or Policies, are a complete statement of the agreement between you and AdWallet regarding the Services. In the event of a conflict between these General Terms and any other AdWallet agreement or Policy, these General Terms will prevail and control the subject matter of such conflict. If any provision of these General Terms or any Additional Term is invalid or unenforceable under applicable law, then it will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. These General Terms do not limit any rights that we may

have under trade secret, copyright, patent, or other laws. No waiver of any term of these General Terms will be deemed a further or continuing waiver of such term or any other term.

Privacy Policy for Users Who Apply or Sign Up for a AdWallet Account

For users who DO NOT apply or sign up for a AdWallet Account, [click here](#).

Last Updated July 2017

The Privacy Policy describes the information AdWallet, Inc. and our affiliates (collectively, “AdWallet,” “we,” and “us”) collect when a person or business (“you,” “your”) applies or signs up for a AdWallet account.

Scope and Consent

By applying or signing up for a AdWallet account, including through a computer or mobile device (“device”), you accept the terms of this Privacy Policy and consent to our collection, use, disclosure and retention of your information as described herein (including to contact you), and for all other purposes permitted under applicable personal information privacy statutes, credit bureau reporting rules, anti-spam legislation, and consumer protection laws.

Amendment

We may amend this Privacy Policy from time to time by posting a revised version and updating the “Last updated” date above. The revised version will be effective at the time we post it. We will provide you with reasonable prior notice of substantial changes in how we use your information, including by email at the email address you provide. Where these changes would cause material detriment to you, you may of course cancel your account at any time. We encourage you to review this Privacy Policy whenever you access or use in any manner any AdWallet application, product, service, feature, technology, content, or website (collectively, “Services”) to stay informed about our information practices and the choices available to you and to contact us if you have any questions about these changes. Your continued use of our Services constitutes your acceptance of any amendment of this Privacy Policy.

Collection of Information

Our Services can be used by a broad range of industries in connection with their products, services, activities and administrative functions, whether they are involved in government, retail, health, politics, human resources, technology or anything else. Accordingly, a broad range of information (including information about you) may be uploaded to or sent through our Services.

Without information about you, we may not be able to provide you with the Services or the support you request.

Our website and Services are not targeted or directed at children under the age of 13 and do not knowingly collect or store any personal information from children under the age of 13.

Information You Provide

We can collect information you provide when you apply or sign up for a AdWallet account and when you provide information as part of our identity or account verification process. We collect information about you, including:

- Identification information, such as your name, email address, mailing address, phone number, photograph, birthdate, passport, driver's license, Social Security, Taxpayer Identification, or other government-issued identification number;
- Financial information, including bank account and payment card numbers;
- Tax information, including withholding allowances and tax filing status; and
- Other historical, contact, and demographic information.

We can also collect information you upload to or send through our Services, including:

- Information about products and services you sell (including inventory, pricing and other data);
- Information you provide about you or your business (including appointment, staffing availability, employee, payroll and contact data); and
- Information you provide to a Seller using our Services, for example if you are an employee whose employer uses AdWallet Payroll (including hours worked and other timecard data).

Some of the information we collect is collected to comply with applicable laws and regulations, including anti-money laundering laws.

We can collect information you provide when you participate in contests or promotions offered by AdWallet or our partners, respond to our surveys or otherwise communicate with us.

Information We Collect from Your Use of our Services

We can collect information about you when you use our Services, including:

- **Transaction Information.** When you use our Services to make, accept, request or record payments or money transfers, we collect information about when and where the transactions occur, the names of the transacting parties, a description of the transactions, the payment or transfer amounts, billing and shipping information, and the devices and payment methods used to complete the transactions.
- **Location Information.** Through our applications, we collect information about the location of your device. For more information and to learn how to disable collection of location information, please see "Your Choices" below.
- **Device Information.** We collect specific information about your device when you access our Services, including your hardware model, operating system and version, unique device identifier, mobile network information, and information about the device's interaction with our Services. We may also identify other software running on the device for anti-fraud and malware-prevention purposes (but will not collect any content from such software).
- **Use Information.** We collect information about how you use our Services, including your access time, browser type and language, and Internet Protocol ("IP") address.
- **Information Collected by Cookies and Web Beacons.** We use various technologies to collect information when you use our Services, including sending

cookies to your device and using web beacons. Cookies are small data files that are stored on your hard drive or in your device memory when you visit a website or view a message. Among other things, cookies support the integrity of our registration process, retain your preferences and account settings, and help evaluate and compile aggregated statistics about user activity. For more information and to learn how to block or delete cookies used in the Services, please see “Your Choices” below. We also may collect information using web beacons. Web beacons are electronic images that may be used in our Services or emails. We may use web beacons to deliver cookies, track the number of visits to our website, understand usage and campaign effectiveness, and determine whether an email has been opened and acted upon.

Information We Collect from Other Sources

We can also collect information about you from third parties, including third-party verification services, credit bureaus, mailing list providers, and publicly available sources. In some circumstances, where lawful, this information may include your government-issued identification number. By applying or signing up for a AdWallet account, you authorize and consent to our obtaining from, and disclosing to, third parties, from time to time, any information about you in connection with the processing of any credit investigation, identity or account verification, fraud detection, or collection procedure, or as may otherwise be required by applicable law. This includes, without limitation, the receipt and exchange of account or credit-related information with any credit reporting agency or credit bureau, where lawful, and any person or corporation with whom you have had, currently have, or may have a financial relationship, including without limitation past, present, and future places of employment and personal reporting agencies.

Third-Party Advertising and Analytics

We may allow third-party service providers to deliver content and advertisements in connection with our Services and to provide anonymous site metrics and other analytics services. These third parties may use cookies, web beacons, and other technologies to collect information, such as your IP address, identifiers associated with your device, other applications on your device, the browsers you use to access our Services, webpages viewed, time spent on webpages, links clicked, and conversion information (e.g., transactions entered into). This information may be used by AdWallet and third-party service providers on behalf of AdWallet to analyze and track usage of our Services, determine the popularity of certain content, deliver advertising and content targeted to your interests, and better understand how you use our Services. The third-party service providers that we engage are bound by confidentiality obligations and other restrictions with respect to their use and collection of your information.

This Privacy Policy does not apply to, and we are not responsible for, third-party cookies, web beacons, or other tracking technologies, which are covered by such third parties’ privacy policies. For more information, we encourage you to check the privacy policies of these third parties to learn about their privacy practices. For more information about targeted advertising specifically, please visit <http://www.aboutads.info/choices>. To learn about how to manage cookies, please see “Your Choices” section below.

Use of Information

We may use information about you to provide, maintain, and improve our Services, such as:

- Processing or recording payment transactions or money transfers;
- Displaying historical transaction or appointment information;
- Developing new products and Services; and
- Delivering the information and support you request, including technical notices, security alerts, and support and administrative messages.

We may use information about you to improve, personalize and facilitate your use of our Services. For example, when you sign up for a AdWallet account, we may associate certain information with your new account, such as information about other accounts you had or currently have with AdWallet, and prior transactions you made using our Services. We also may use information about you to measure, customize, and enhance our Services, including the design, content, and functionality of our applications and websites, or to track and analyze trends and usage in connection with our Services.

We may use information you provide to connect you with people you already know. For example, you may upload contact information from your address book through the AdWallet Cash mobile application. We will match the contact information you provide to the information provided by other users of AdWallet Cash in order to provide and improve the AdWallet Cash Service, including making it easier to find contacts to whom you may send or request payments using AdWallet Cash.

We may use information about you to send you news and information, or to conduct surveys and collect feedback, about our Services and to communicate with you about products, services, contests, promotions, discounts, incentives, and rewards offered by us and select partners, based on your communication preferences and applicable law. We also may contact you to resolve disputes, collect fees, and provide assistance for problems with our Services or your AdWallet account.

We may use information about you:

- To protect our rights or property, or the security or integrity of our Services;
- To enforce the terms of our General Terms or other applicable agreements or policies;
- To verify your identity (e.g., some of the government-issued identification numbers we collect are used for this purpose);
- To investigate, detect, and prevent fraud, security breaches, and other potentially prohibited or illegal activities;
- To comply with any applicable law, regulation, legal process, or governmental request;
- For any other purpose disclosed to you in connection with our Services.

We may, and we may use third-party service providers to, process and store your information in the United States, and other countries.

Sharing of Information

We may share information about you as follows:

- With our group companies, including our parent company, AdWallet, Inc., and other affiliates, for the purposes outlined above;
- With third parties to provide, maintain, and improve our Services, including service providers who access information about you to perform services on our behalf (e.g., fraud prevention, identity verification, and fee collection services), as well as financial institutions, payment networks, payment card associations, and other entities in connection with the payment or money transfer process;
- With third parties that run advertising campaigns, contests, special offers, or other events or activities in connection with our Services;
- With other users of our Services with whom you interact through your own use of our Services. For example, we may share information when you make or accept a payment, appointment or money transfer using our Services;
- In connection with, or during the negotiation of, any merger, sale of company stock or assets, financing, acquisition, divestiture, or dissolution of all or a portion of our business;
- If we believe that disclosure is reasonably necessary (i) to comply with any applicable law, regulation, legal process or governmental request (e.g., from tax authorities), (ii) to enforce or comply with the terms of our General Terms or other applicable agreements or policies, (iii) to protect our rights or property, or the security or integrity of our Services, or (iv) to protect us, users of our Services or the public from harm or potentially prohibited or illegal activities; or
- With your consent.

We also may share aggregated information with third parties that does not specifically identify you or any individual user of our Services.

Your Choices

Personal Information

You may access, change, or correct information about you by logging into your AdWallet account at any time or by making a request to us using the contact details below, in which case we may need to verify your identity before granting access or otherwise changing or correcting your information.

Deactivating Your Account

If you wish to deactivate your AdWallet account, you may do so by logging into your AdWallet account or by emailing us at support@adwallet.com. AdWallet generally retains information about you only as long as reasonably necessary to provide you the Services. However, even after you deactivate your AdWallet account, we may retain archived copies of information about you and any transactions or Services in which you may have participated for a period of time that is consistent with applicable law, or as we believe is reasonably necessary to comply with applicable law, regulation, legal process, or governmental request, to prevent fraud, to collect fees owed, to resolve disputes, to address problems with our Services, to assist with investigations, to enforce our General Terms or other applicable agreements or policies, or to take any other actions consistent with applicable law.

Location Information

In order to provide certain mobile applications, we may require location information, so if you do not consent to collection of this information, then you cannot use our corresponding

Services. You can stop our collection of location information at any time by changing the preferences on your mobile device. If you do so, some of our mobile applications will no longer function. You also may stop our collection of location information via mobile application by following the standard uninstall process to remove all AdWallet mobile applications from your device.

Cookies

We try to make your experience with AdWallet simple and meaningful. When you access or use the Services, our web server may send a cookie to your device. Certain cookies we use last only for the duration of your web or application session and expire when you close your browser or exit the application. Other cookies are used to remember you when you return to use the Services and, as such, will last longer.

We may use cookies to:

- Remember that you have visited us or used the Services before. This means we can identify the number of unique visitors we receive, which allows us to make sure we have enough capacity to accommodate all of our users.
- Customize elements of the promotional layout and/or content of our website or application.
- Collect anonymous statistical information about how you use the Services (including the length of your web or application session) and the location from which you access the Services, so that we can improve the Services and learn which elements and functions of the Services are most popular with our users.

Some of the cookies used in the Services are set by us, and others are set by third parties who deliver services on our behalf.

Most web and mobile device browsers are set to automatically accept cookies by default. However, you can change your browser settings to prevent automatic acceptance of cookies, or to notify you each time a cookie is set.

You also can learn more about cookies by visiting <http://www.allaboutcookies.org>, which includes additional useful information on cookies and how to block cookies on different types of browsers and mobile devices. Please note, however, that by blocking or deleting cookies used in the Services, you may not be able to take full advantage of the Services.

Do Not Track

Do Not Track ("DNT") is an optional browser setting that allows you to express your preferences regarding tracking across websites. We currently do not respond to DNT signals. We may continue to collect information in the manner described in this Privacy Policy from web browsers that have enabled DNT signals or similar mechanisms.

Promotional Communications

You may opt out of receiving promotional messages from AdWallet by following the instructions in those messages or by changing your notification settings by logging into your AdWallet account. If you decide to opt out, we may still send you non-promotional

communications, such as digital receipts and messages about your account or our ongoing business relations.

State Privacy Rights

Certain state laws permit residents to request certain details about information we disclose to third parties for direct marketing purposes. If you are a California resident, for example, and would like to request this information, you can contact us at the address listed below and request more information about California privacy rights.

Security

We take reasonable measures, including administrative, technical, and physical safeguards, to protect your information from loss, theft, misuse, and unauthorized access, disclosure, alteration, and destruction. We hold information about you at our own premises and with the assistance of third-party service providers. We restrict access to personal information to those AdWallet employees, contractors, and agents who need to know that information in order to transmit, store, or process it, who are subject to contractual confidentiality obligations consistent with this Privacy Policy, and who may be disciplined or terminated if they fail to meet these obligations. Our third-party service providers store and transmit personal information in compliance with this Policy and other appropriate confidentiality and security measures.

Nevertheless, AdWallet cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. In the event that any information in our possession or under our control is compromised as a result of a security breach, we will take reasonable steps to investigate the situation and, where appropriate, notify those individuals whose information may have been compromised and take other steps in accordance with applicable laws or regulations.

For more information about our security practices, please visit [our security terms](#).

Contact

Please contact our Privacy Department with any questions or concerns regarding this Privacy Policy.

AdWallet, LLC
301 Central Ave. NW
Albuquerque, NM 87102, U.S.A.
support@adwallet.com

If you have any questions or concerns regarding our policy, or if you believe our policy or applicable laws relating to the protection of your personal information have not been respected, you may file a complaint with our Privacy Department listed above, and we will respond to let you know who will be handling your matter and when you can expect a further response. We may request additional details from you regarding your concerns and may need to engage or consult with other parties in order to investigate and address your issue. We will keep records of your request and any resolution.

Payment Terms

Last Updated: July 2017

By using AdWallet, Inc. (“AdWallet,” “we,” “our,” or “us”) payment processing services (“Payment Services”), you agree to be bound by the **General Terms of Service** (“General Terms”), these additional terms and conditions (“Payment Terms”) and all other terms, policies and guidelines applicable to the Services (as defined in the General Terms) used. If you are using the Payment Services on behalf of a business, that business accepts these terms. Payment Services may only be used for business purposes in the fifty states of the United States of America and the District of Columbia. Defined terms will have the same meaning as those found in the General Terms, unless otherwise re-defined herein.

1. Our Role

AdWallet is a advertisement facilitator that may allow its advertisers to accept Cards from customers for the payment for goods and services and that facilitates payment from advertisers to parties reviewing advertisements when it is validated that advertisements were in fact reviewed. We are not a bank, and do not offer banking services as defined by the United States Department of Treasury. Our Services facilitate the provision of advertisements together with payments to advertisement reviewers. Payments for the services can be obtained from any US-issued and most non-US issued credit, debit, prepaid, or gift cards (“Cards”) bearing the trademarks of American Express Travel Related Services Company, Inc. (“American Express”), DFS Services, LLC (“Discover”), MasterCard International Inc. (“MasterCard”) and Visa Inc. (“Visa”) (collectively, the “Networks”). Parties are not required to accept any card brand as a condition of receiving the Payment Services. We may remove or add Cards that we accept at any time without prior notice.

2. Your Authorization

In connection with the Payment Services, you authorize us to act as your agent for the limited purposes of holding, receiving, and disbursing funds on your behalf. Your authorization permits us to generate a paper draft or an electronic funds transfer to settle the proceeds of each Card transaction that you authorize, less any applicable Fees (as defined in Section 4) (“Proceeds”). Your authorizations will remain in full force and effect until your AdWallet Account is closed or terminated. Our receipt of transaction funds satisfies your customer’s obligations to make payment to you. We will remit to you funds actually received by us on your behalf, less amounts owed to us, subject to any Chargeback (as defined in Section 18) or Reserve (as defined in Section 14) withheld or applied. This authorization also permits us to debit any of your linked bank accounts at any time for the purposes specified in these Payment Terms and the General Terms. You also agree to be bound by any applicable rules of the National Automated Clearing House Association.

3. Prohibited Industries

You may not use the Payment Services for the following businesses or business activities: (1) any illegal activity or goods, (2) paraphernalia that may be used for illegal activity (3) buyers or membership clubs, including dues associated with such clubs, (4) credit counseling or credit repair agencies, (5) credit protection or identity theft protection services, (6) direct marketing or subscription offers or services, (7) infomercial sales, (8) internet/mail order/telephone order pharmacies or pharmacy referral services (where fulfillment of medication is performed with an internet or telephone consultation, absent a physical visit,

including re-importation of pharmaceuticals from foreign countries), (9) unauthorized multi-level marketing businesses, (10) inbound or outbound telemarketers, (11) prepaid phone cards or phone services, (12) rebate based businesses, (13) up-sell merchants, (14) bill payment services, (15) betting, including lottery tickets, sports related gambling, casino gaming chips, off-track betting, and wagers at races, (16) manual or automated cash disbursements, (17) prepaid cards, checks, insurance or other financial merchandise or services, (18) sales of money-orders or foreign currency, (19) wire transfer money orders, (20) high-risk products and services, including telemarketing sales, (21) automated fuel dispensers, (22) adult entertainment oriented products or services (in any medium, including internet, telephone, or printed material), (23) sales of (i) firearms, firearm parts or hardware, and ammunition; or (ii) weapons and other devices designed to cause physical injury (24) internet/mail order/telephone order of age restricted products (e.g., tobacco), (25) occult materials, (26) hate or harmful products, (27) escort services, or (28) bankruptcy attorneys or collection agencies engaged in the collection of debt.

4. Our Fees

You agree to pay the applicable fees listed on our [Fee Schedule](#) ("Fees") for use of the Payment Services. All Fees are charged at the time we process a transaction and are deducted first from the transferred or collected funds and thereafter from the Balance (as defined in Section 15) in your AdWallet Account. Subject to the General Terms and these Payment Terms, we reserve the right to change our Fees upon thirty (30) days' advance notice. You must agree to the change in Fees to continue to use the Payment Services. All Balances and all Fees, charges, and payments collected or paid through the Payment Services are denominated in US dollars.

5. Processing Errors

We will attempt to fix processing errors we discover. If the error resulted in your receipt of fewer funds than you were entitled, we will credit your AdWallet Account for the difference. If the error results in your receipt of more funds than you were entitled, AdWallet will debit the extra funds from your AdWallet Account or your linked bank account. We will only correct transactions that you process incorrectly if you notify us of such an error. Your failure to notify us of a processing error within thirty (30) days of when it first appears on your electronic transaction history will be deemed a waiver of any right to amounts owed to you.

Payment Account Setup

6. AdWallet Account Registration for Payment Services

You must open a AdWallet Account to access any Proceeds. You confirm that you are either a legal resident of the United States, a United States citizen, or a business entity authorized to conduct business by the state(s) in which you operate and that you are an authorized signatory for the business you represent. You must use your or your business' true and accurate name when opening a AdWallet Account. This name will appear on the credit or debit card statements of your customers for all payments you accept using the Payment Services.

7. Underwriting and Identity Verification

AdWallet will review the information you submit while signing up for the Payment Services. You authorize AdWallet to request identity verifying information about you, including a

consumer report that contains your name and address. AdWallet may periodically obtain additional reports to determine whether you continue to meet the requirements for a AdWallet Account. You permit AdWallet to share information about you and your application (including whether you are approved or declined), and your AdWallet Account with your bank or other financial institution, or as otherwise specified in the [Privacy Policy](#). AdWallet or its processor and/or acquiring bank may conclude that you will not be permitted to use the Payment Services.

8. Requests for Additional Information and Inspection

AdWallet may request additional information from you at any time. For example, AdWallet may ask you to present invoices from your suppliers, a government issued identification such as a passport or driver's license, a business license, or other information. AdWallet may also ask for permission to inspect your business location. If you refuse any of these requests, your AdWallet Account may be suspended or terminated.

Use of Your AdWallet Account for Payment Services

9. Access to Proceeds

We will settle Proceeds to your verified account, subject to the payout schedule described in Section 11. If AdWallet is not able to debit or credit a bank account you link to your AdWallet Account, that bank account will be de-linked from your AdWallet Account. If you do not have an ACH-enabled bank account linked to your AdWallet Account, you may request a physical check for Proceeds. Check requests may be subject to a processing fee and an identity verification process. You must request a check or link an ACH-enabled bank account to your AdWallet Account in order to receive your Proceeds.

10. Right of Setoff

To the extent permitted by applicable law, you grant us a security interest in, as well as a right of setoff against, and assign, convey, deliver, pledge and transfer to us, as security for repayment of any obligations due under these Payment Terms, all of your right, title, and interest in and to all of your accounts with us. You authorize us, without prior notice to you and irrespective of (i) whether we have made demand under these Payment Terms or any other related agreements; and (ii) whether the obligation is contingent, matured or unmatured, to the extent permitted by law, to collect, charge, and/or setoff all sums owing on the indebtedness against any and all such accounts and other obligations, and our option, to administratively freeze or direct any third party bank holding the account to freeze all such accounts to allow us to protect our security interest, collection, charge and setoff rights as provided for in this section.

11. Payout Schedule

AdWallet will automatically initiate a payout of Proceeds to valid, linked US bank account at the end of the business day before 5 p.m. PT (8 p.m. ET).

12. Availability of Proceeds

We may defer payout or restrict access to your Proceeds if we need to conduct an investigation or resolve any pending dispute related to your use of the Services. We also

may defer payout or restrict access to your Proceeds as necessary to comply with applicable law or court order, or if requested by any governmental entity.

13. AdWallet Account History

When a payment is made to your AdWallet Account, we will update your AdWallet Account activity on the website and provide you a transaction confirmation. The confirmation will serve as your receipt. Summaries of your AdWallet Account activity, including monthly statements, are available on our website for up to one year of account activity. Except as required by law, you are solely responsible for (a) compiling and retaining permanent records of all transactions and other data associated with your AdWallet Account and your use of the Payment Services, and (b) reconciling all transactional information that is associated with your AdWallet Account. If you believe that there is an error or unauthorized transaction activity is associated with your AdWallet Account, you must contact us immediately.

14. Reserve for Holding Funds

We may withhold funds by temporarily suspending or delaying payouts of Proceeds to you and/or designate an amount of funds that you must maintain in your AdWallet Accounts or in a separate reserve account (a "Reserve") to secure the performance of your obligations under any agreement between you and AdWallet. We may require a Reserve for any reason related to your use of the Services. The Reserve will be in an amount as reasonably determined by us to cover potential losses to AdWallet. The Reserve may be raised, reduced or removed at any time by AdWallet, in its sole discretion, based on your payment history, a credit review, the amount of any arbitration award or court judgment against you in AdWallet's favor, or otherwise as AdWallet or its processor may determine or require. If you do not have sufficient funds in your Reserve, we may fund the Reserve from any funding source associated with your AdWallet Accounts, including any funds (a) deposited by you, (b) due to you, or (c) available in your bank account, or other payment instrument registered with us. You grant us a security interest in and lien on any and all funds held in any Reserve, and also authorize us to make any withdrawals or debits from the Reserve or any bank account linked to any of your AdWallet Accounts, without prior notice to you, to collect amounts that you owe us. You will execute any additional documentation required for us to perfect our security interest in any funds in the Reserve. This security interest survives for as long as we hold funds in your Reserve.

15. AdWallet Account Balances

While you have funds in your AdWallet Account (your "Balance"), your Balance will be commingled and held with other participants' funds in one or more pooled accounts at one or more banks by us on your behalf and for the benefit of you and others holding balances (each a "Pooled Account"). We have sole discretion over the establishment and maintenance of any pooled account. We will not voluntarily make funds available to our creditors in the event of bankruptcy or for any other purpose. You will not receive interest or any other earnings on any funds that we handle for you. As consideration for using the Payment Services, you irrevocably assign to us all rights and legal interests to any interest and/or other earnings that may accrue or are attributable to our holding of your Balance in a Pooled Account or Reserve.

16. Our Set-off Rights

To the extent permitted by law, we may set off against the Balances for any obligation you owe us under any agreement with AdWallet (e.g., Chargebacks or refunds). If you owe us an amount that exceeds your Balance, we may charge or debit a payment instrument registered in your AdWallet Account or any connected AdWallet Account (as well as set off against any Balance in any connected AdWallet Account). Your failure to fully pay amounts that you owe us on demand will be a breach of these terms. You are liable for any of our costs associated with collection in addition to any amounts owed, including attorneys' fees and expenses, collection agency fees, and any applicable interest.

17. Dormant AdWallet Accounts

If you do not process payments through your AdWallet Account for an extended period of time or have not linked a valid bank account, you may have a Balance that is deemed "unclaimed" or "abandoned" under your state's law. If this occurs, AdWallet will provide you with notice as required by applicable law and instructions for how to deposit your Balance. If funds still remain in your AdWallet Account, AdWallet will escheat such funds as required by applicable law or, as permitted, to AdWallet.

Chargebacks

18. Your Liability for Chargebacks

There may be times when your customer may not be the authorized user of the Card or your customer may otherwise contest the transaction. In these instances, the amount of a transaction may be reversed or charged back to your AdWallet Accounts (a "Chargeback") if the transaction (a) is disputed, (b) is reversed for any reason by the Network, our processor, or a customer or its financial institution, (c) was not authorized or we have any reason to believe that the transaction was not authorized, (d) is allegedly unlawful, suspicious, or in violation of these terms. You agree to comply with the Chargeback process and to the liability associated with such Chargebacks.

19. Our Collection Rights for Chargebacks

For any transaction that results in a Chargeback, we may withhold the Chargeback amount in a Reserve. We may recoup the amount of any Chargeback and any associated Fees, fines, or penalties listed in the Fee Schedule or assessed by a Network or our processor from your AdWallet Accounts (including any Reserve), any proceeds due to you, or any bank account or other payment instrument linked to any of your AdWallet Accounts. If you have pending Chargebacks, we may delay payouts from your AdWallet Account. Further, if we reasonably believe that a Chargeback is likely with respect to any transaction, we may withhold the amount of the potential Chargeback from payments otherwise due to you until such time that: (a) a Chargeback is assessed due to a customer complaint, in which case we will retain the funds; (b) the period of time under applicable law or regulation by which your customer may dispute that the transaction has expired; or (c) we determine that a Chargeback on the transaction will not occur. If we are unable to recover funds related to a Chargeback for which you are liable, you agree to pay us the full amount of the Chargeback immediately upon demand. You agree to pay all costs and expenses, including attorneys' fees and other legal expenses, incurred by us for the collection of all amounts unpaid by you.

20. Excessive Chargebacks

If we believe you might incur, or you are incurring, an excessive amount of Chargebacks, we may establish additional conditions governing your AdWallet Account, including (a) establishing new processing fees, (b) creating a Reserve in an amount reasonably determined by us to cover anticipated Chargebacks and related fees, (c) delaying payouts, or (d) terminating or suspending the Payment Services.

21. Contesting Chargebacks

You will assist us when requested, at your expense, to investigate any of your transactions processed through the Payment Services. To that end, you permit us to share information about a Chargeback with the customer, the customer's financial institution, and your financial institution in order to investigate and/or mediate a Chargeback. We will request necessary information from you to contest the Chargeback. If the Chargeback is contested successfully, we will release corresponding reserved funds to your AdWallet Account. If a Chargeback dispute is not resolved in your favor by the Network or issuing bank or you choose not to contest the Chargeback, we may recover the Chargeback amount and any associated fees as described in these terms. You acknowledge that your failure to assist us in a timely manner when investigating a transaction, including providing necessary documentation within fifteen (15) days of our request, may result in an irreversible Chargeback. We reserve the right, upon notice to you, to charge a fee for mediating and/or investigating Chargeback disputes.

Compliance with Network Rules and Laws

22. Restricted Use

You will not act as a payment facilitator or otherwise resell the Payment Services to any third party. You will not use the Payment Services to handle, process or transmit funds for any third party. You also may not use the Payment Services to process cash advances.

23. Unauthorized or Illegal Use

You will only accept Cards for transactions that are allowed by applicable law. We may decide not to authorize or settle any transaction that you submit to us if we believe that the transaction is in violation of these terms or any other agreement with AdWallet, or that it exposes you, your customers, other AdWallet Sellers, our processors or AdWallet to harm. Harm includes fraud and other criminal acts. If we suspect that your AdWallet Account has been used for an unauthorized, illegal, or criminal purpose, you give us express authorization to share information about you, your AdWallet Account, and any of your transactions with law enforcement and, as deemed necessary by AdWallet, our payment processing and financial institution partners.

24. Assignment of Receivables

With the exception of your participation in a merchant cash advance or other similar merchant financing programs, including AdWallet Capital, or as otherwise required by applicable law, you will not assign Card receivables or proceeds due to you under these terms to any third party.

25. Applicable Network Rules

By using the Payment Services, you agree to comply with all applicable bylaws, rules, and regulations set forth by the Networks (“Network Rules”). The Networks amend their rules and regulations from time to time. AdWallet may be required to change these terms in connection with amendments to the Network Rules. Significant portions of the Network Rules are available to the public at <https://visa.com>, <https://www.mastercard.com>, and <https://www.americanexpress.com/merchantopguide>. In the event of inconsistency between a Network Rule and these Payment Terms, and except as otherwise agreed between AdWallet and the Network, the Network Rule shall apply.

26. Taxes

You are responsible for determining any and all taxes assessed, incurred, or required to be collected, paid, or withheld for any reason for your use of the Payment Services (“Taxes”). You also are solely responsible for collecting, withholding, reporting, and remitting correct Taxes to the appropriate tax authority. We are not obligated to, nor will we determine whether Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority arising from any transaction. AdWallet specifically disclaims any liability for Taxes. If in a given calendar year you process (i) more than \$20,000 in gross amount of payments and (ii) more than 200 payments, AdWallet will be required by law to report information about you and your use of the Payment Services to the Internal Revenue Service (“IRS”). For purposes of determining whether you have met the IRS reporting threshold, the gross amount does not include any adjustments for credits, cash equivalents, discount amounts, fees, refunded amounts or any other amounts. Whether you reach \$20,000 in payments or more than 200 payments will be determined by looking at the taxpayer identification number (“TIN”) associated with your AdWallet Account, including the applicable social security number (“SSN”) or entity identification number (“EIN”).

27. Network Logos and Marks

Your use of Network logos and marks (“Marks”) is governed by the Network Rules; you must familiarize yourself with and comply with these requirements. The Networks are the sole and exclusive owners of their respective Marks. You will not contest the ownership of the Marks, and any Network may prohibit you from using its Marks for any reason and at any time. AdWallet may require you to make modifications to your Website or other advertising and signage in order to comply with Network Rules related to the Marks.

28. PCI Compliance

If you store, process or transmit cardholder data, you will comply with the applicable Payment Card Industry Data Security Standards (PCI-DSS), as well as any requirements under the Network Rules. You will cooperate in forensic investigations as required by AdWallet or its partners. For additional information, including tools to help you assess your compliance, see <http://www.visa.com/cisp> and <https://www.mastercard.com/sdp>.

29. Failure to Comply with Network Rules or Security Standards

Notwithstanding Section 34 of these terms or Section 15 of the General Terms, you understand that your failure to comply with the Network Rules or the PCI-DSS security standards, including the compromise of any Card information, may result in fines or other

losses to AdWallet. You will indemnify us and reimburse us immediately for any fines or losses directly or indirectly caused by your and your agents' actions.

Your Additional Obligations

30. Receipts

You will request that your customer personally sign for all transactions greater than \$25 when your customer is present. You must make a written receipt available to your customers for any transaction greater than \$15. You may give your customers the option to receive or decline a written receipt.

31. Receipts for 501(c)(3) Organizations

If you operate a 501(c)(3) organization, you may offer AdWallet electronic receipts to your donors as a convenience, by completing the required fields in the "Account" section of our website. You acknowledge that not all payments made to your organization may be eligible for classification as "tax deductible to the extent allowed by law," and you assume full responsibility for the classification of your transactions. AdWallet specifically disclaims any liability in this regard.

32. Customer Service

You are solely responsible for all customer service policies and issues relating to your goods or services, including pricing, order fulfillment, cancellations or no shows by you or a customer, returns, refunds and adjustments, rebates, functionality and warranty, technical support, and feedback concerning experiences with your personnel, policies or processes. In performing customer service, you will always present yourself as a separate entity from us. As between you and us, we are solely responsible for customer service issues relating to any AdWallet Account, payment, Card processing, debiting or crediting.

33. Refunds and Returns

By accepting Card transactions through the Payment Services, you agree to process returns of, and provide refunds and adjustments for, your goods or services through your AdWallet Account in accordance with these Payment Terms and Network Rules. Network Rules require that you disclose your return or cancellation policy to customers at the time of purchase. The amount of the refund/adjustment must include any associated taxes required to be refunded and cannot exceed the amount shown as the total on the original sales data except by the exact amount required to reimburse the customer for postage that the customer paid to return merchandise. If your refund policy prohibits returns or is unsatisfactory to the customer, you may still receive a Chargeback relating to such sales. You can process a refund through your AdWallet Account up to one hundred and twenty (120) days from the day you accepted the payment. If you use AdWallet Online Store, you may not be able to process a partial refund. If your available AdWallet Balance is insufficient to cover the refund, AdWallet will withdraw up to the requested refund amount (the sale amount minus the initial transaction fee) from a payment instrument registered with your AdWallet Account or any connected AdWallet Account and credit it back into your customer's Card. The Fees are also refunded by AdWallet, so the full purchase amount is always returned to your customer. AdWallet has no obligation to accept any returns of any of your goods or services on your behalf.

34. Additional Indemnity

In addition to Section 15 of the General Terms, you will indemnify, defend, and hold us and our processors (and our respective employees, directors, agents, affiliates and representatives) harmless from and against any and all claims, costs, losses, damages, judgments, Tax assessments, penalties, interest, and expenses (including reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to any transaction submitted by you through the Payment Services (including the accuracy of any content or product, service, or transaction information that you provide or any claim or dispute arising out of products or services offered or sold by you).

35. Additional Representations, Warranties, and Covenants

In addition to Section 16 of the General Terms, with each Card transaction you process through the Payment Services, you represent, warrant and covenant to us that: (a) the Card transaction represents a bona fide sale; (b) the Card transaction accurately describes the goods and/or services provided to the customer; (c) you will fulfill all of your obligations to the customer and will resolve any dispute or complaint directly with the customer; (d) you and the Card transaction comply with all federal, state, and local laws, rules, and regulations applicable to you and your business, including any applicable tax, wage and hour, and tip laws and regulations; (e) except in the ordinary course of business, you are not submitting a transaction that represents a sale to any principal, partner, proprietor, or owner of your entity; and (f) you are not submitting a transaction involving your own Cards (except for reasonable test swipes).

Termination of Payment Services

36. Termination of Payment Services

AdWallet may Terminate your use of the Payment Services at any time for any reason. Any termination of these terms does not relieve you of obligations to pay Fees or costs accrued prior to the termination, Chargebacks, and any other amounts owed to us as provided in these Payment Terms or the Terms of Service. If your access to Payment Services has been terminated, you may still be permitted to use AdWallet's other products, subject to our discretion.

37. Payment Services Upon Closure of Your AdWallet Account

Closure of your AdWallet Account will cancel any pending transactions and will constitute forfeiture of any non transferred funds in your account. You must transfer all eligible funds out of your account before closure.

38. Donations

If a user selects a non-profit that they would like to make a donation to with their AdWallet funds, the selected non profit will receive an email from the user (generated by AdWallet). The user should expect to receive an email back from said nonprofit with a receipt for their donation. A user choosing to donate to a nonprofit is opting into an agreement that their email will be shared with that non profit.

39. Survival

The following sections will survive termination of these Payment Terms, in addition to those that survive under Section 12 of the General Terms: 5 (Processing Errors), 7 (Underwriting and Identity Verification), 9 (Access to Proceeds), 10 (Right of Setoff), 11 (Payout Schedule), 12 (Availability of Proceeds), 13 (AdWallet Account History), 14 (Reserve for Holding Funds), 15 (AdWallet Account Balances), 16 (Our Set-off Rights), 17 (Dormant AdWallet Accounts), 18 (Your Liability for Chargebacks), 19 (Our Collection Rights for Chargebacks), 20 (Excessive Chargebacks), 21 (Contesting Chargebacks), 26 (Taxes), and 32 (Customer Service).

Additional Point of Sale Terms of Service

Last Updated July 2017

By using AdWallet Point of Sale (formerly Register) and any associated products and services (the “Services”), you agree to be bound by the **General Terms**, these additional terms and conditions (“Additional Point of Sale Terms”), and all other terms, policies, and guidelines applicable to the Services used including, but not limited to, the **Payment Terms** if you accept payments through AdWallet. If you are using the Services on behalf of a business, that business accepts these terms. Defined terms have the same meaning as in the General Terms.

1. Marketing and Customer Programs

You may be able to use the Services to create, send and manage marketing messages to your customers (“Buyers”) who have elected to receive offers and updates from AdWallet merchants they frequent or who provided their contact information to you directly. AdWallet is not involved in your marketing messaging to Buyers, except for providing the Services that facilitate the creation, delivery and management of messages by you to Buyers. You are responsible for marketing messages that you send using the Services, the Content of those messages, and honoring any terms included in such messages, even if your AdWallet Account is closed, suspended, or terminated. You may not use the Services to send unsolicited bulk messages. If you offer a loyalty program to your Buyers through the Services, you agree to make available to your Buyers any terms and conditions applicable to your loyalty program. You are responsible for ensuring that your marketing messages, loyalty program and any associated rewards are compliant with applicable federal, state, or local laws, including laws governing prepaid cards and special offers such as rebates and coupons.

Buyers may be able to use the Services, including digital receipts, to submit feedback to you about their recent customer experience. When Buyers submit feedback using the Services, we share that feedback with you and allow you to send responses to Buyers who have enabled replies to their feedback. You may not use the feedback features of the Services: (a) to send responses to Buyers who have not enabled replies to their feedback, (b) to request Buyer Card Information, (c) to send Buyers marketing messages, requests for information, or other communications unrelated to their feedback, or (d) to send abusive, harassing, excessive or objectionable messages. If you do not wish to receive feedback or to report a problem with feedback from a Buyer, you should contact **AdWallet Support**.

2. Gift Cards

If you purchase and offer gift cards to your Buyers through AdWallet, you (and not AdWallet) are the issuer and administrator of your gift cards. If you have multiple business locations and do not manage your locations through a single AdWallet account, you must separately order gift cards for each business location where you wish to issue and redeem gift cards and print that business location on your gift cards.

Gift cards sold by you are “closed loop” gift cards that are only redeemable from you for your goods and services. You agree to pay our **Fees** on each issue of a gift card as well as all

order, printing, and shipping fees for each order of gift cards. AdWallet does not assess a fee on the redemption of a gift card to purchase goods or services from you, and you may not assess or impose any fees or charges on the issuance, maintenance, or redemption of gift cards. You may not issue a gift card with a value in excess of \$1,000 or add value to a previously issued gift card so that the total funds loaded on a gift card in any single day exceed \$1,000. Further, you may not issue more than \$10,000 in gift cards to any single person in any one day. You may not impose an expiration date on gift cards and any unused balance of a gift card must remain available to the holder of the gift card until fully redeemed, even if your AdWallet Account is closed, suspended, or terminated. You may not provide a cash refund from or cash back on gift cards except to the extent required by applicable law. If a purchase exceeds the holder's gift card balance, the holder must pay the remaining amount with another payment method. All gift cards and the funds associated with gift cards are your sole property. Any liability for the use or misuse of your gift cards, and any third party claims arising from or relating to your gift cards, are your sole responsibility. You are solely responsible for compliance with federal, state, and local laws that apply to your gift cards, including but not limited to notice and disclosure requirements, expiration dates and fees, refunds, unclaimed property or escheat requirements (such as tracking, reporting, and remittance of unclaimed property balances in all states), and customer service for Buyers and holders of gift cards.

3. Online Store

Your AdWallet Account may permit you to create, personalize, and maintain a website for your business using Online Store. If you use Online Store, you agree to make available to your Buyers a refund policy applicable to their online purchases. You may not use the donations feature to accept donations for a nonprofit organization other than your own. If you sell live animals through Online Store, you agree to not deliver the animals using inhumane or cruel transportation methods.

4. Payroll

AdWallet gives advertisers access to additional features such as reviewer compensation, payment and other related payroll services. If you use these features, the following additional terms apply to you:

Advertisers may only use Payroll in the United States. To use Payroll you must submit information we require to provide the Services, including your company's tax information, employee and independent contractor wage and payroll information, and other information we may request. You assume sole responsibility for and will ensure that your payroll information, Content, data, documents or materials used, disclosed, entered into or created using the Services are accurate, reliable and complete, do not violate these terms or the General Terms, and comply with the Office of Foreign Assets Control of the U.S. Treasury and all other applicable laws or regulations. You are fully responsible for verifying the identity and work authorization of your employees and independent contractors in accordance with applicable law and all of the information you, your employees and independent contractors submit through the Services, including for any IRS or other penalties due to incorrect, inaccurate, incomplete or outdated information. You are responsible for verifying the accuracy, timeliness, and completeness of any personal, wage, payroll or any other information you, your employees or independent contractors provide or directly input via the Services or any other method. We are entitled to rely upon, and are not obligated to independently verify, all such information. We will not be liable for any penalty, interest or other liability that results from inaccurate or incomplete information you supply. You may elect to provide your employees or independent contractors with access to a Payroll site

where they can provide, view and update work related information and elections. You understand and agree that we merely make such Payroll site available to your employees or independent contractors on your behalf as a convenience. Employee and independent contractor access to such Payroll site does not create any contract, customer or employment relationship between us and your employees or your independent contractors.

In order to use Payroll, with regard to reviewer payments, Advertisers must complete IRS Form 8655 (Reporting Agent Authorization) naming AdWallet LLC. as your authorized reporting agent and any other forms or authorizations requested by us. Further, by using AdWallet to pay reviewers as independent contractors, you hereby authorize AdWallet Payroll to make payments and filings, including Form 1099-MISC, on your behalf. You represent and warrant to us that you have obtained all consents necessary to provide us with the information required to provide the Services, including consent to access your employees' and independent contractors' bank accounts to process direct deposits of payments and to debit overpayments and payment errors. You acknowledge and agree that AdWallet may not include all payroll features and functionality necessary to run your business and to meet all federal, state, and local payroll reporting obligations applicable to your business. For more information about AdWallet, visit our [Support Center](#). You are responsible for determining whether Payroll meets your business' payroll and reporting needs, and we are not providing any legal, financial, accounting, tax or other professional advice to you by providing the Services.

If AdWallet is utilized to settle (compensate) advertisement reviewers, Advertisers must have a AdWallet Account with a linked, verified, ACH-enabled bank account. You authorize AdWallet, Inc. to debit your linked bank account in the amounts necessary to (i) fund your direct deposits, (ii) pay any fees or charges associated with the Services, (iii) pay your payroll taxes, (iv) pay any debit, correction or reversing entry initiated, and (v) pay any other amount that is owing, including for Services provided by us to you unrelated to Payroll. You will maintain a sufficient balance in your linked bank account to pay disbursements, fees, payroll taxes or any other amounts due at the time required.

If advertisers have insufficient funds in their linked bank account to pay amounts due at the time required, or if you refuse to pay, we may (i) debit amounts from your Reserve, payroll taxes withheld on your behalf, or from any other funding source associated with your AdWallet Account, including but not limited to any funds deposited by you, due to you or other payment instrument registered with us, (ii) refuse to pay any unremitted payroll taxes, (iii) discontinue the Services, and/or (iv) immediately freeze, suspend, or terminate your AdWallet Account or access to the Services.

Important Tax Information: Please be aware that you are responsible for the timely filing of tax returns and the timely payment of taxes for your workers, even if you have authorized us to file the returns and make the payments. Therefore, the Internal Revenue Service recommends that you enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor your account and ensure that timely tax payments are being made for you. You may enroll in the EFTPS online at www.eftps.gov. State tax authorities generally offer similar means to verify tax payments. Contact the appropriate state offices directly for details.

5. Online Community

AdWallet can provide an Online Community help forum for advertisers and reviewers to share information and best practices relating to their use of AdWallet Services. All Seller questions, answers, opinions, or information, whether text, image, or video, contributed to the Online Community constitute "Content" and are governed by Section 6 of the General Terms, including that you grant us, our affiliates and successors a worldwide, non-exclusive, royalty-free, fully-paid, transferable, and sub-licensable right to use, reproduce, modify, adapt, publish, prepare derivative works of, distribute, publicly perform, and publicly display your Content throughout the world in any media in order to provide and promote the Services and AdWallet's business. By participating in the Online Community you acknowledge that you are participating in a public forum and have no expectation of privacy in your Content, which will be available to the public. Only Sellers may contribute to the Online Community. AdWallet does not endorse and is not responsible for the accuracy, usefulness or applicability of Content posted in the Online Community. You may encounter content that is inaccurate, inapplicable, or offensive. If the possibility of encountering such content will be offensive or harmful to you, you should not participate in the Online Community.

If parties provide suggestions, comments, proposals, feature requests, or other feedback with respect to our current or future products or Services, you agree that such content is not confidential or proprietary and shall not create any confidentiality obligations on us, you acknowledge that we may independently have similar ideas under consideration or development, and you are not entitled to compensation, payment or reimbursement of any kind for such content from us under any circumstances unless you are otherwise notified in writing by us.

AdWallet may remove posts that are offensive, that violate the Community Guidelines, or for any other reason we deem appropriate. AdWallet may also limit or terminate your use of Online Community or our Services if, in our sole judgment, you abuse or inappropriately use the Online Community. Examples of the types of violations that may result in immediate post removal, suspension, or termination from the Online Community or our Services include:

- Violating any laws, the General Terms or Additional Terms, or infringing any third party rights;
- Posting any material that is false, misleading, defamatory or invasive of another person's right of privacy or right of publicity;
- Posting any material that is harmful, obscene, harassing, offensive, or threatening;
- Collecting information about others without their consent;
- Copying, modifying or distributing Content or the Online Community content or otherwise infringing on copyrights and trademark rights;
- Solicitations of other Online Community users or SPAM of any kind;
- Using any material obtained through the Online Community for commercial purposes;
- Continuous violations of Community Guidelines.

We have no obligation to monitor the Online Community but may do so at our sole discretion and as we deem appropriate. Please report inappropriate or offensive content, policy violations or other problems to support@adwallet.com or flag it within the community.

6. Survival

Sections 2 (Gift Cards) and 5 (Online Community) will survive termination of these Additional Point of Sale Terms, in addition to those that survive under Section 12 of the General Terms.

Additional Terms and Conditions for Advertisers

Last Updated July 2017

These standard terms and conditions (the "Terms and Conditions") are entered into between AdWallet, LLC. ("AdWallet") and the Advertiser referenced on the corresponding insertion order ("Insertion Order" or "IO"). These Terms and Conditions shall be deemed incorporated by reference into any corresponding Insertion Order submitted by Advertiser. The Terms and Conditions and the Insertion Order shall be collectively known as the "Agreement."

1. Term.

The term of these Terms and Conditions commences on the Start Date set forth in the Insertion Order and continues in force and effect until terminated pursuant to section 9.

2. Terms of Payment.

If advertising with AdWallet for the first time, Advertiser must submit a completed AdWallet credit application. If no credit application is submitted or if the request for credit is denied by AdWallet (in its sole discretion), Advertiser must pay the total amount due for the Insertion Order in advance of the Start Date specified in the Insertion Order. If AdWallet approves Advertiser's request for credit, AdWallet will invoice Advertiser monthly or as otherwise set forth in the Insertion Order. Unless otherwise indicated in an Insertion Order, Advertiser must remit payments to AdWallet upon receipt of the invoice. Delinquent payments shall bear interest at the rate of one-and-one-half percent per month (or the highest rate permitted by law, if less) from original invoice due date until paid in full. In the event of any failure by Advertiser to make payment, Advertiser will be responsible for all reasonable expenses (including attorneys' fees) incurred by AdWallet in collecting such amounts. All payments due are in U.S. dollars and are exclusive of any applicable taxes, which applicable taxes shall be the responsibility of Advertiser.

3. Right to Reject Advertisement.

All advertisements are subject to AdWallet's approval. AdWallet reserves the right to reject any advertisement, Insertion Order, or URL link, at any time, for any reason whatsoever (including, but not limited to, belief by AdWallet that any placement thereof may subject AdWallet to criminal or civil liability). In such a case, AdWallet will provide Advertiser a written explanation of its decision and the basis therefore. Notwithstanding the foregoing, AdWallet will not cancel placement of an advertisement, Insertion Order, or URL link due to inventory demand from other advertisers. Advertiser remains ultimately responsible for the selection, content, and display of any advertisements, URL link, and Insertion Order.

4. Targeting, Optimization, and Positioning.

Advertising shall be targeted to users based on the keywords specified in the Insertion Order. In the absence of other instructions from Advertiser, an advertisement will be shown whenever the selected keywords are entered as a search query, either alone or in combination with other terms. Advertiser may in good faith optimize its campaign by modifying the keywords specified in the Insertion Order so as to increase the number of impressions served, but in no event may Advertiser reduce the total value of the Insertion

Order by modifying the keywords specified in the Insertion Order in a manner that decreases the number of impressions served. Positioning of advertisements on the AdWallet website or on any page therein is at AdWallet's sole discretion, unless otherwise expressly provided in the Insertion Order.

5. Reporting and Statistics.

AdWallet will provide Advertiser with password-protected access to 24/7 online reporting information so that Advertiser may monitor its campaign. AdWallet will undertake commercially reasonable efforts to deliver impressions in accordance with the estimates set forth in an Insertion Order. Because the estimates are forecasts, however, AdWallet makes no guarantee regarding the levels of impressions for any advertisement. AdWallet will maintain delivery statistics and Advertiser acknowledges that delivery statistics provided by AdWallet are the official and definitive measurements of AdWallet's performance on any delivery obligations provided in the Insertion Order. No other measurements or usage statistics (including those of Advertiser or any third party) shall be accepted by AdWallet or have any effect on this Agreement. An "impression" means each occurrence of a display of an advertisement.

6. Renewal.

Except as expressly set forth in the Insertion Order, any renewal of the Insertion Order and acceptance of any additional insertion orders shall be at AdWallet's sole discretion. Pricing for any renewal period is subject to change by AdWallet in its sole discretion.

7. Termination;

Non-Cancellation. Subject to Paragraph 4 above, AdWallet shall have the right to terminate any Insertion Order (and this Agreement), with or without cause, at any time. Once an IO is submitted, it cannot be terminated or cancelled by Advertiser for any reason and the submission of an IO shall be deemed an acceptance of this non-cancellation provision.

8. Effect of Termination.

In the event of any termination, Advertiser shall remain liable for any amount due under an Insertion Order for advertisements delivered by AdWallet and such obligation to pay shall survive any termination of this Agreement. Upon termination for any reason, at the request of the disclosing party, the receiving party shall return all of the disclosing party's Confidential Information to the disclosing party. Sections 2, 6, 8, and 10-15 shall survive any termination of this Agreement.

9. No Assignment or Resale of Advertisement Space.

Advertiser may not resell, assign, or transfer any of its rights hereunder. Any attempt by Advertiser to resell, assign, or transfer such rights shall result in immediate and automatic termination of this Agreement, without liability to AdWallet.

10. No Warranty.

ADWALLET MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER, INCLUDING WITHOUT LIMITATION ADVERTISING AND OTHER SERVICES,

AND EXPRESSLY DISCLAIMS THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. ADWALLET DOES NOT WARRANT THAT ADWALLET'S DELIVERY OF SERVICES OR ADVERTISEMENTS HEREUNDER WILL BE ERROR-FREE, UNINTERRUPTED OR CONTINUOUS.

11. Limitations of Liability.

In no event shall AdWallet be liable for any act or omission, or any event directly or indirectly resulting from any act or omission, of Agency or any third parties (if any). IN NO EVENT SHALL ADWALLET BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, LOST PROFITS, LOSS OF BUSINESS, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADWALLET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. ADWALLET'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY CLAIM IS LIMITED TO THE AMOUNT RECEIVED BY ADWALLET FROM ADVERTISER FOR THE INSERTION ORDER GIVING RISE TO THE CLAIM. Without limiting the foregoing, AdWallet shall have no liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, terrorism, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, Internet failures or communications lines failures or any other condition affecting production or delivery of the advertisements in any manner beyond the control of AdWallet. Advertiser acknowledges that AdWallet has entered into this Agreement in reliance upon the limitations of liability set forth herein and that the same is an essential basis of the bargain between the parties.

12. Advertiser's Representations; Indemnification.

Advertiser represents and warrants to AdWallet and third parties (if any), (a) that Advertiser holds all necessary rights to permit the use of the advertisement by AdWallet for the purpose of this Agreement; and (b) that the use, reproduction, distribution, transmission or display of advertisement, keywords selected by Advertiser, any data regarding users, and any material to which users can link, or any products or services made available to users, through the advertisement will not (i) violate any criminal laws or any rights of any third parties; (ii) contain any material that is unlawful or otherwise objectionable, including without limitation any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law. Advertiser agrees to defend AdWallet and third parties (if any) from and against any third party claim (including damage awards, settlement amounts, and reasonable legal fees and expenses incurred by Advertiser in such defense), arising out of or related to (1) breach of any of the foregoing representations and warranties, (2) any third party claim arising from the content or targeting of an advertisements provided by Advertiser, or any material to which users can link, or any products or services made available to users, through the advertisement under this Agreement.

13. AdWallet's Indemnification.

Except as provided in Paragraph 14 above, AdWallet agrees to defend Advertiser from and against any third party claim (including damage awards, settlement amounts, and legal fees

and expenses incurred by AdWallet in such defense) arising out of or related to AdWallet's breach of its obligations under this Agreement.

14. Conditions to Indemnification Obligations.

The foregoing indemnification obligations shall exist only if the indemnified party (the "Indemnitee") (1) promptly notifies the indemnifying party (the "Indemnitor") of any such claim, (2) provides the Indemnitor with reasonable information, assistance and cooperation in defending the lawsuit or proceeding, and (3) gives the Indemnitor full control and sole authority over the defense and settlement of such claim. The Indemnitee may join in defense with counsel of its choice at its own expense. The Indemnitor shall not reimburse the Indemnitee for any expenses incurred by the Indemnitee without the prior written approval of the Indemnitor.

15. Confidentiality.

Advertiser shall make no public announcement regarding the existence or content of the Insertion Order without AdWallet's prior written approval, which approval shall not be unreasonably withheld. Furthermore, during the term of this Agreement, and for a period of two years following any IO End Date, neither party will use or disclose any Confidential Information of the other party except as specifically contemplated herein. "Confidential Information" shall mean (1) advertisements, prior to publication, (2) the Insertion Order, (3) any AdWallet statistics that AdWallet deems to be Confidential Information, and (4) any information designated in writing, or identified orally at time of disclosure, by the disclosing party as "confidential" or "proprietary." The foregoing restriction does not apply to information that: (1) has been independently developed by the receiving party without access to the other party's Confidential Information; (2) has become publicly known through no breach of this Section 14 by the receiving party; (3) has been rightfully received from a third party authorized to make such disclosure; (4) has been approved for release in writing by the disclosing party; or (5) is required to be disclosed by a competent legal or governmental authority.

16. Priority.

These Terms and Conditions shall supersede any and all conflicting terms in an Insertion Order unless (1) the terms relate to scheduling of an advertisement or pricing amounts, or (2) in a situation where a provision of these Terms and Conditions expressly allows for control by the Insertion Order (e.g., as noted in section 8, any renewal is in AdWallet's discretion unless the Insertion Order provides otherwise).

17. Miscellaneous.

This Agreement: (1) shall be governed by and construed in accordance with the laws of the State of California, without giving effect to principles of conflicts of law; and (2) will not be governed by the United Nations Convention of Contracts for the International Sale of Goods. This constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and prior oral or written agreements. All additions or modifications to this Agreement must be made in writing and must be signed by all Parties. Any dispute hereunder will be negotiated in good faith between the parties within thirty (30) days upon receiving written notice from one party to the other, provided however that this obligation does not eliminate any other remedies available to the parties. Any notices under this Agreement shall be sent to the addresses set forth in the Insertion Order (or in a separate

writing) by facsimile or nationally-recognized express delivery service and shall be deemed given upon receipt. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party. If any provision contained in this Agreement is determined to be invalid, illegal or unenforceable in any respect under any applicable law, then such provision will be severed and replaced with a new provision that most closely reflects the original intention of the parties, and the remaining provisions of this Agreement will remain in full force and effect.