

Website Terms of Service

Amendment Date: March 27, 2025

TAPCHECK WEBSITE TERMS OF SERVICE

IMPORTANT! PARAGRAPH 17 OF THESE TERMS CONTAINS A MANDATORY DISPUTE RESOLUTION PROVISION, WHICH INCLUDES INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISIONS THAT REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SITE TO ENSURE THAT YOU UNDERSTAND YOUR RIGHTS.

These Terms govern your use of the Site, including access to any optimized version of the Site via a wireless device. These Terms constitute a legally binding agreement between you, the person using the Site, and Tapcheck. The Site is intended for a United States audience. Products or services described on the Site may not be available in your location.

1. Definitions

AAA – "AAA" means the American Arbitration Association

AAA Rules – "AAA Rules" means the Consumer Arbitration Rules and/or other AAA arbitration rules determined to be applicable by the AAA.

Account – "Account" means an active user service account available through Tapcheck.

Agreement to Arbitrate – "Agreement to Arbitrate" means all sections of the Dispute Resolution terms as set forth in Paragraph 17 below.

Amendment Date – "Amendment Date" means the date on which these Terms or policies on the Site are updated or revised, and which appears at the top of these Terms.

Application – "Application" means Tapcheck's mobile applications and websites, including all updates, new releases, and versions thereto.

Content – "Content" means, together, Tapcheck Content, User Content, and Suggestions.

Dispute(s) – "Dispute(s)" means any dispute or claim (whether or not such dispute or claim involves a third party), relating in any way to your use of or access to the Site, the Content, a product offered or provided by or through Tapcheck, or otherwise arising out of or relating to these Terms, the Site, or the Content.

End User License Agreement – "End User License Agreement" means the Tapcheck End User License Agreement that you agree to when creating a Tapcheck Account and which governs your use of and access to the Services.

Indemnified Parties – "Indemnified Parties" means Tapcheck, its subsidiaries, affiliates, licensors, content providers, suppliers, employees, contractors, officers, directors, and representatives.

Laws – "Laws" means any law, rule, regulation, ordinance, code or order which governs or affects your use of the Services or under which you may exercise rights, including those relating to ACH transfers, electronic funds transfer, or privacy and security, and any export laws and regulations of the United States, as any or all of the foregoing may be amended and in effect from time to time.

Services – "Services" means any Application, the Site, features, content, products, and services (the "Services") made available by Tapcheck.

Site – "Site" means any or all pages or links owned or operated by Tapcheck, including, but not limited to, www.Tapcheck.com, as well as any Applications, and any Services accessed or used through the Site.

Suggestion(s) – "Suggestion(s)" means suggestions, feedback, comments, or ideas you submit to Tapcheck about the Tapcheck Content, including without limitation about how to improve Tapcheck Content, and whether submitted to Tapcheck through the Site, the Services, any Application, and whether submitted orally or in writing.

Tapcheck – "Tapcheck" means Tapcheck Inc., its successors and assigns.

Tapcheck Content – "Tapcheck Content" means any information, data, and content on the Site, the Services, or any Application, including, but not limited to, all of the software and code comprising or used to operate the Site, the Services, or any Application, and all of the page headers, logos, text, photographs, images, illustrations, graphics, sound recordings, video and audio-video clips, product and service information, product and service descriptions, formats, hashtags, designs,

and other materials, as well as, any User Content and Suggestions, available on or through the Site, the Services, or any Application.

Tapcheck Marks – "Tapcheck Marks" means Tapcheck's names and logos, as well as, all product, company and/or service names, graphics, button icons, and all trademarks, service marks, and logos, appearing in or on the Site, Services, or any Application.

Terms – "Terms" means this Tapcheck Website Terms of Service, as amended.

Third Party Marks – "Third Party Marks" means trademarks, product names, company names, logos, service marks, and/or trade dress belonging to other third-party licensors.

User Content – "User Content" means any messages, comments, information, photos, writings, music, videos, audio recordings, computer graphics, pictures, images, data, questions, comments, suggestions, or any other content or communications that you (i) submit to or through the Site, Services, or any Application, or (ii) publish through any social media (e.g., Instagram, Twitter, Facebook, Pinterest, Google+, etc.) and associate with hashtags related to Tapcheck. User Content also includes any passwords, usernames, other log-in information, materials and other content submitted through or used to access the Site, Services, or any Application.

2. Privacy Policy, These Terms, the End User License Agreement, and Other Written Instructions

By accessing or using the Site, you confirm, acknowledge, and agree that you have read these Terms and agree to be bound by them. If you do not agree or are not willing to be bound by these Terms, you may not access or use the Site.

You also confirm, acknowledge, and agree that you have read and agree to be bound by Tapcheck's [Privacy Policy](#), as well as, any other terms or instructions appearing on the Application or the Site when enrolling for, activating, accessing, or using the Services.

If you open a Tapcheck Account and/or use the Services, then, in addition to these Terms, the End User License Agreement (provided in our mobile application) will also govern your use of the Account and the Services. In the event of a conflict between these Terms and the End User License Agreement, these Terms shall govern your use of and access to the Site, while the End User License Agreement

shall govern your use of an access to the Services and/or your Account. If you apply for and receive a Tapcheck Mastercard, issued by Central Bank of Kansas City, Member FDIC, pursuant to a license by Mastercard International Inc., your use of the card is governed by the Cardholder Agreement.

3. Changes to These Terms

Tapcheck reserves the right to modify, change or replace these Terms at any time, in its sole discretion. Tapcheck will post the revised Terms on the Site and update with the Amendment Date. Continuing to use or access the Site after the Amendment Date constitutes acceptance of the revised Terms. You agree to visit the Site periodically to review any such changes to these Terms to ensure that you understand the terms and conditions that apply to your use or access of the Site.

4. Content Generally

Content on the Site is provided for your general information. Although our goal is to provide accurate Content, some information, for example, pricing information or product or service availability, may not be accurate or up-to-date. We may change, add or remove some or all of the Content on the Site at any time and reserve the right to discontinue or suspend any portion (or the entirety) of the Site at any time for any reason.

5. Intellectual Property Rights in Content

Tapcheck's names and logos, as well as, all product, company and/or service names, graphics, button icons, and all trademarks, service marks, and logos, appearing on or in the Site, the Services, or any Application, unless otherwise noted, are trademarks (whether registered or not), service marks and/or trade dress of Tapcheck. Except as expressly provided in these Terms, you are not authorized to display or use any Tapcheck Marks without Tapcheck's prior written permission.

Some content on the Site may include trademarks, product names, company names, logos, service marks, and/or trade dress belonging to other third-party licensors and are used pursuant to an agreement with such third parties. All Third Party Marks mentioned, displayed, cited, or otherwise indicated on or in the Site, Services, or any Application are the property of their respective owners. Except as expressly provided in these Terms, you are not authorized to display or use any Third Party Marks without the prior written permission of such owners.

The Content on the Site (including Tapcheck Marks and Third Party Marks) is protected under applicable intellectual property and other laws, including, without limitation, the laws of the United States and other countries. All Content and

intellectual property rights therein are the property of Tapcheck or the third party owner who has expressly granted Tapcheck permission to use any material protected by any applicable copyright or trademark. Neither title to nor intellectual property rights in the Content are transferred to you by access to or use of the Site, Services, or any Application.

The use or misuse of any Tapcheck Marks, Third Party Marks, or any other Content, material, or information protected by any copyright, trademark, patent, or intellectual property rights, except as permitted herein, is expressly prohibited.

Copyright Infringement – DMCA Notice

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under US copyright law. If you believe in good faith that Content or material on or in the Site, Services, or any Application infringes a copyright owned by you, you (or your agent) may send Tapcheck a notice requesting that the material be removed, or access to it blocked. This request should be sent by an email to support@tapcheck.com, or writing to Tapcheck at 5850 Granite Parkway, Suite 1000, Plano TX 75024, Attention: Customer Support Department.

The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed; (c) identification of the material that is claimed to be infringing or the subject of infringing activity; (d) the name, address, telephone number, and email address of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. Notices and counter-notices with respect to the Site should be sent to the address above. Any inquiries not relevant to the above-described procedure will not receive a response.

6. License to Tapcheck Content

Subject to these Terms, Tapcheck grants you a personal, limited, non-exclusive, non-sub-licensable, and non-transferable license to access and use the Site and Tapcheck Content solely for your use of and access to the Site and at all times in

accordance with these Terms. All Tapcheck Content is the proprietary information of Tapcheck or its licensors protected by copyright, trade secret and other intellectual property laws, and shall remain Tapcheck's property or the property of Tapcheck's licensors. Any rights not expressly granted herein are reserved by Tapcheck and Tapcheck's licensors. These Terms do not give you any rights in Tapcheck Marks or Third Party Marks. Tapcheck may terminate the licenses granted to you by these Terms at any time for any reason or no reason. All licenses granted to you by these Terms are conditional on your continued compliance with these Terms, and will immediately and automatically terminate if you do not comply with any term or condition herein.

7. User Content and Suggestions

By submitting User Content to Tapcheck through the Site, the Services, or any Application, you are licensing User Content to Tapcheck, free of charge, and are authorizing Tapcheck to use and store User Content, including your name, social media handle or ID, profile picture, and related comments, statements, and posts associated with the User Content.

You may choose to submit Suggestions to Tapcheck. By submitting a Suggestion, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Tapcheck under any fiduciary or other obligation, and that Tapcheck is free to use the Suggestion without any additional compensation to you, and/or to disclose the Suggestion on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Tapcheck does not waive any rights to use similar or related ideas previously known to Tapcheck, or developed by its employees, or obtained from sources other than you.

You understand you are granting Tapcheck a perpetual, sublicensable, assignable, unrestricted, worldwide, royalty-free, irrevocable license to use, reproduce, display, perform, practice, modify, create derivative or collective works, transmit and distribute your User Content and/or Suggestions, in whole or in part, including all intellectual property rights therein. You agree that our exercise of such discretion shall not render us the owners of User Content and/or Suggestions, and that you will retain ownership thereof. We are not responsible for the use and disclosure of any personal information that you disclose in connection with User Content and/or Suggestions. We will not return any User Content and/or Suggestions to you.

You bear all risks associated with your use of any User Content and/or Suggestions and you should not rely on any such User Content and/or Suggestions. We are not responsible for screening, monitoring, or verifying any User Content and/or Suggestions, including such User Content's and/or Suggestions' accuracy, reliability,

or compliance with copyright, publicity, or other laws. Notwithstanding the foregoing sentence, Tapcheck has the right, but not the obligation, to: (a) monitor all User Content and/or Suggestions; (b) require that you avoid certain subjects; (c) refuse, restrict, remove, or move any and all User Content and/or Suggestions for any reason or no reason; (d) disclose any User Content and/or Suggestions and the identity of the user who posted it in response to a subpoena or whenever we believe that disclosure is appropriate to comply with the law or a court order, to prevent or investigate a possible crime or other violation of law, to protect the rights of Tapcheck or others, or to enforce these Terms; and (e) terminate your access to and use of the Site, or to modify, edit, or block your transmissions thereto in our sole discretion. If we remove any User Content and/or Suggestions you understand that we may preserve and access a backup-copy, and we may disclose the content to third parties.

Any User Content and/or Suggestions you submit will be routed through the internet and you understand and acknowledge that you have no expectation of privacy with regard to any User Content and/or Suggestions you submit. Never assume that you are anonymous and cannot be identified by your User Content and/or Suggestions.

8. Your Representations and Warranties

By using or accessing the Site, you represent and warrant the following:

- Your use of the Site and all of your User Content and/or Suggestions are subject to and will comply with these Terms.
- You are solely responsible for any User Content and/or Suggestions you submit or make available to us and Tapcheck assumes no responsibility or liability for any User Content submitted by you or any other site visitor.
- You are of legal age in the state that you reside and have the right and authority to agree to these Terms.
 - Please be aware parental control protections (such as computer hardware, software, or filtering services) are commercially available, which can assist parents and guardians in limiting access to material that is or may be harmful to minors. Information on parental controls is publicly available. Tapcheck does not endorse any particular products or services, and you are solely responsible for selecting and/or utilizing any such parental control protections.
- All information you provide to Tapcheck, including User Content and/or Suggestions, is true, accurate, current, and complete to the best of your knowledge.
- Your use of the Site is in compliance with, and will continue to remain in compliance with, all Laws.

- For any User Content and/or Suggestions you submit to us: (i) you own or control all rights, including copyright rights, in and to the User Content and/or Suggestions and all elements thereof; (ii) you have all rights necessary to validly grant the rights and licenses to us, including all rights from any and all third parties appearing in the User Content and/or Suggestions for such third parties' names, images, and/or likenesses, and any other third party rights; (iii) the User Content and/or Suggestions does not infringe or violate the rights of any third party, including without limitation, trademark, copyright, rights of publicity/privacy, patent, trade, secret, or confidentiality.

9. Restrictions on Use

You will not, and will not permit any third party to, directly or indirectly, (a) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Tapcheck Content, except to the limited extent applicable Laws specifically prohibit such restriction; (b) modify, translate, or otherwise prepare derivative works based on Tapcheck Content or any part thereof; (c) make any copies of Tapcheck Content; (d) use any portion of the Tapcheck Content as a component of, or basis for, a database prepared for use by you or any third party or otherwise use any portion of the Tapcheck Content except as expressly provided in these Terms; (e) publish, distribute, license, rent, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Tapcheck Content or use the Tapcheck Content to provide time sharing or similar services for any third party; (f) link to, mirror or frame any portion of the Tapcheck Content; (g) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Tapcheck Content or unduly burdening or hindering the operation and/or functionality of any aspect of the Tapcheck Content; (h) run any form of auto-responder or "spam" on any Tapcheck Content; (i) use manual or automated software, devices, or other processes to "crawl" or "spider" on any Tapcheck Content; (j) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Tapcheck Content, features that prevent or restrict use or copying of any content accessible through the Tapcheck Content, or features that enforce limitations on use of the Tapcheck Content; (k) input, upload, transmit or otherwise provide to or through Tapcheck Content any information or materials that is unlawful or injurious, or contain, transmit or activate any harmful code; (l) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner Tapcheck Content, or provision of services to any third party; (m) remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any portion of the Tapcheck Content, including any copy thereof; (n) access or use Tapcheck Content to communicate any message or material that is

harassing, libelous, threatening, obscene or would violate the copyright or other intellectual property right or privacy right of any person or is otherwise unlawful or that would give rise to civil liability or that constitutes or encourages conduct that could constitute a criminal offense under any applicable Law; (o) access or use Tapcheck Content for purposes of competitive analysis or the development, provision or use of a competing software service or product or any other purpose that is to Tapcheck's detriment or commercial disadvantage; (p) attempt to gain unauthorized access to or impair any aspect of the Tapcheck Content or its related systems or networks; or (q) otherwise use the Tapcheck Content except as expressly allowed under these Terms.

10. Third Party Links, Products, and Services

The Site and any Application may contain links to other third party websites, products, services, or resources on the internet, or other websites, products, services, or resources may contain links to the Site, the Services, or any Application. Third party links, products, and services are not under Tapcheck's control, and you acknowledge that Tapcheck is not responsible for the content, functions, accuracy, legality, appropriateness, practices or any other aspect of such websites, products, services, or resources. When you access third party resources on the internet, you do so at your own risk. The inclusion of any such link to a third party website, product, service or resource does not imply Tapcheck's endorsement of the offerings of any of their operators or any association between it and their operators. You further acknowledge and agree that Tapcheck shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party website, service or resource.

11. Advertisements

The Site, Application, and some of the Services may display advertisements and promotions. These advertisements may be targeted to Tapcheck Content, User Content, queries, or other information. The manner, mode, and extent of advertising permitted by Tapcheck on the Site or any Application are subject to change without specific notice to you. In consideration for Tapcheck granting you access to and use of Tapcheck Content, you agree that Tapcheck may place such advertising on the Site, Services, or any Application. Tapcheck does not write, review or edit these advertiser's content or their reliability and it will not be responsible for any liability arising from your use of any commercial content that is placed on the behalf of third parties. Only the advertisers will be liable for the commercial content and to any result of using them or relying on them. Placing advertisements does not constitute a recommendation, endorsement or an encouragement to purchase the offered services and/or products. In addition, your dealings with or participation in

promotions of advertisers found in the Services, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Tapcheck shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

12. Service Updates

The Site may need updating from time to time. These updates may temporarily disrupt use of the Site and are designed to improve, enhance, and further develop the Site. Such updates may take the form of bug fixes, enhanced functions, new Service offerings, and updated Services. Such updates shall be subject to these Terms.

13. Warranty Disclaimer

THE SITE AND ALL CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." TAPCHECK DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. YOU ASSUME ALL RISK AS TO THE RESULTS AND PERFORMANCE OF THE SITE. TAPCHECK MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE REGARDING THE ACCURACY, RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE SITE OR CONTENT, THAT THE SITE OR OTHER CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TAPCHECK FURTHER DISCLAIMS ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE. CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND TAPCHECK MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU, AND NOT TAPCHECK, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THE SITE OR CONTENT. TAPCHECK MAKES NO WARRANTIES THAT YOUR USE OF CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT. YOU MAY NOT RELY UPON ANY REPRESENTATION OR WARRANTY REGARDING THE SITE OR CONTENT BY ANY THIRD PARTY IN CONTRAVENTION OF THE FOREGOING STATEMENTS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SITE OR CONTENT REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW EXCLUSIONS AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TAPCHECK, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SUPPLIERS, CONTENT PROVIDERS, EMPLOYEES, CONTRACTORS, OFFICERS, DIRECTORS OR REPRESENTATIVES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE OR INCOME, DATA, USE, GOODWILL, PROFITS, OR BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE SERVICES, OR OTHER ECONOMIC LOSS. TAPCHECK WILL NOT BE LIABLE FOR ATTORNEYS' FEES, EXCEPT AS REQUIRED BY LAW.

NOTWITHSTANDING ANY OTHER PROVISIONS OF THESE TERMS, IN NO EVENT WILL THE TOTAL LIABILITY OF TAPCHECK AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SUPPLIERS, CONTENT PROVIDERS, EMPLOYEES, CONTRACTORS, OFFICERS, DIRECTORS OR REPRESENTATIVES TO YOU IN CONNECTION WITH THESE TERMS FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED \$500.

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

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

15. Indemnity

You agree to defend, indemnify and hold Indemnified Parties harmless from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees), arising out of or in connection with: (i) your use and access of the Site, or Content; (ii) any actual or alleged breach of your representations, warranties or obligations set forth in these Terms; (iii) your violation of any applicable Law; or (iv) your violation of the rights of any third party.

16. Governing Law and Jurisdiction

These Terms and any Disputes arising under or related to these Terms will be governed by U.S. federal law and the laws of the State of Delaware, without reference to its conflict of law principles. Subject to and without waiver of the Agreement to Arbitrate set forth below, you agree that any judicial proceedings will be brought in and you hereby consent to the exclusive jurisdiction and venue of the state and federal court of Delaware.

17. DISPUTE RESOLUTION

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS

a. Arbitration

Except as explicitly provided in this Agreement to Arbitrate, Disputes that cannot be resolved directly between you and Tapcheck shall be resolved by binding arbitration administered by the AAA in accordance with the AAA Rules then in effect, except as modified by this Agreement to Arbitrate. The AAA Rules are available at www.adr.org.

The Federal Arbitration Act and federal arbitration law govern the interpretation and enforcement of this Agreement to Arbitrate. There is no judge or jury in arbitration and court review of an arbitration award is limited, but an arbitrator can award an individual the same damages and relief as a court and must apply and follow the terms of this Agreement to Arbitrate as a court would. All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope of enforceability of this Agreement to Arbitrate or the interpretation of the Prohibition of Class Actions section below, shall be for a court of competent jurisdiction to decide. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

b. Pre-Arbitration Dispute Resolution and Notification

Prior to initiating an arbitration, you and Tapcheck each agree to notify the other party of the Dispute and attempt to negotiate an informal resolution to it first. Tapcheck will contact you at the email address on record in your Account, if applicable; you can contact Tapcheck by email at support@tapcheck.com. If after a good faith effort to negotiate for a minimum of thirty (30) days, either you or Tapcheck feels the Dispute has not and cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration. In order to initiate arbitration, a claim must be filed with the

AAA and the written Demand for Arbitration (available at www.adr.org) provided to the other party, as specified in the AAA Rules.

c. Exceptions to Pre-Arbitration Dispute Resolution and Arbitration

You and Tapcheck agree that the following Disputes are not subject to the above provisions concerning pre-arbitration dispute resolution and binding arbitration and will be brought in a judicial proceeding in a court of competent jurisdiction: (i) any claim related to actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack); or (iii) any claim subject to the jurisdiction of small claims court.

d. Arbitration Procedures

Either you or Tapcheck can initiate arbitration. The arbitration will be conducted by a neutral single arbitrator. Both you and Tapcheck will be entitled to a reasonable opportunity to participate in the process of selecting the arbitrator. If we cannot agree on who that single arbitrator should be, then the AAA shall appoint an arbitrator. You and Tapcheck agree that any required arbitration hearing will be conducted (a) in Delaware; (b) by telephone, online, and/or be solely based on written submissions; or (c) in any other location to which you and Tapcheck both agree. In no event will your access to the arbitration be precluded by the location or venue of the arbitration. During the arbitration, you are entitled to be represented by counsel of your choosing.

The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator's award must consist of a written statement stating the disposition of each claim and providing a concise written statement of the essential findings and conclusions upon which the award is based. The award of the arbitrator shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

e. Class Action Waiver

YOU AND TAPCHECK EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. UNLESS BOTH YOU AND TAPCHECK AGREE OTHERWISE, THE ARBITRATOR (OR COURT, IF APPLICABLE) MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE OR CLASS PROCEEDING. ALSO, THE ARBITRATOR (OR COURT, IF APPLICABLE) MAY

AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER TAPCHECK USERS.

f. *Jury Trial Waiver*

IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, BOTH YOU AND TAPCHECK WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE TO PROCEED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION.

g. *Severability*

With the exception of any of the provisions in the Class Action Waiver section above, if a court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If a court decides that any of the provisions in the Class Action Waiver section above is invalid or unenforceable because it would prevent the exercise of a non-waivable right to pursue public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from arbitration and may be litigated in court. All other disputes subject to arbitration under the terms of the Agreement to Arbitrate shall be arbitrated under its terms. These arbitration provisions will survive the termination of your relationship with Tapcheck.

h. *Time to Initiate a Dispute*

Any cause of action brought by you against Tapcheck or Tapcheck's affiliates must be instituted within one year after the Dispute arises or be deemed forever waived and barred.

i. *Opt-Out Procedure*

If you are a new Tapcheck user, you can choose to reject this Agreement to Arbitrate by mailing a written opt-out notice to Tapcheck. The opt-out notice must be postmarked no later than 30 days after your first use of or access to the Site. You must mail the opt-out notice to Tapcheck, Inc., Re: Opt-Out Notice, 5850 Granite Parkway, Suite 1000, Plano, Texas 75024.

18. Notices

Tapcheck may give notice by any reasonable means, including, but not limited to, a general notice on the Site, by electronic mail to the email address on record in your Account, by posting in your Account, or by written communication sent by first class mail to the address of record in your Account. Such notice shall be deemed

given immediately upon posting to the Site or to your Account, six (6) hours after sending by electronic mail, or forty-eight (48) hours after sending by first class mail or through any other method of notice. Except as provided herein, you may give notice to Tapcheck by mail using a nationally recognized overnight delivery service or first class mail to Tapcheck at the address listed below under "For More Information." Such notice shall be deemed given when received by Tapcheck.

19. Headings

Headings in these Terms are used for convenience or reference only and in no way define, limit, construe or describe the scope or extent of any section, or in any way affect these Terms.

20. No Waiver

No delay or failure to enforce any provision of these Terms shall constitute a waiver of any other provision, nor shall such delay or failure to enforce constitute a waiver of any subsequent default or breach.

21. Severability

Except as set forth in Section g of Paragraph 17 ("Dispute Resolution"), if any clause or provision set forth in these Terms is held to be illegal, invalid or unenforceable by a court, such clause or provision shall be struck and the remaining clauses or provisions of these Terms will remain in effect to the fullest extent under law. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

22. Assignment

You may not assign your rights and obligations under these Terms to any third party without Tapcheck's prior written consent. Any attempted assignment or transfer in violation of this paragraph will be null and void.

Tapcheck may assign, sell, transfer, or convey any of its rights or delegate its obligations under these Terms without notice to you and without your consent. Subject to the foregoing restrictions, these Terms shall inure to the benefit of the successors and permitted assigns of the parties.

23. Communications

When you communicate with Tapcheck by telephone (cellular, mobile, or landline), e-mail, or in any other electronic form from either a computer, landline, or mobile device, you are authorizing us to respond to any such communication in the same format in which you have communicated with us.

24. Monitoring and Recording of Communications and Site Traffic

Visits to the Site or any Application may be monitored and recorded by Tapcheck and/or any of its affiliates, subsidiaries, agents, or vendors. By using the Site or any Application, you consent to such monitoring and recording and agree you have no expectation of privacy in these communications or their use.

You further understand and agree that your communications with Tapcheck may be monitored and recorded by Tapcheck or any of its affiliates, subsidiaries, agents, or vendors. By communicating with Tapcheck, in any manner, including but not limited to through use of the Site, the Services, any Application, telephone call, or through use of any chat features available on the Site, you consent to Tapcheck monitoring and recording any such communication and agree you have no expectation of privacy in these communications or their use. Tapcheck may share the contents of any such recording consistent with the terms of its Privacy Policy.

You also understand and agree that consistent with the terms of the Privacy Policy, Tapcheck, whether on its own or through services provided to Tapcheck by any affiliates, subsidiaries, agents, or vendors, may use devices, processes, or software, including but not limited to equipment which may qualify as a pen register and/or trap and trace device to capture, record, or decode (1) any dialing, routing, addressing, or signaling information that is transmitted by an instrument or facility from which a wire or electronic communication is transmitted, or (2) any incoming electronic or other impulse or signal that identifies the originating number or other dialing, routing, addressing, or signaling information that is reasonably likely to identify the source of a wire or electronic communication.

25. Termination

These Terms, including any revisions or amendments, will remain in effect as long as you continue to access and/or use the Site. You may terminate these terms at any time by discontinuing your use of and access to the Site. We may terminate these Terms at any time and may do so immediately without first providing notice of intent to terminate. Upon the termination of the Terms you must stop using the Site, including all Content, and return or destroy all copies, including electronic copies, of the Content in your possession or control.

26. Contact Us

If you have any questions regarding these Terms, please contact Tapcheck by sending an email to support@tapcheck.com, or writing to Tapcheck at 5850 Granite Parkway, Suite 1000, Plano TX 75024, Attention: Customer Support Department.