

## VELOCITY SOLUTIONS, INC. WEBSITE LEGAL NOTICE & TERMS OF USE / END-USER LICENSE

---

Last Modified: September 10, 2014

This Velocity Solutions, Inc. Website Legal Notice & Terms of Use / End-User License (these "Terms & Conditions") and the Velocity Solutions, Inc. Website Privacy Policy (the "Privacy Statement") (*accessible at the "Privacy Policy" hyperlink provided at the bottom of this webpage*) are collectively referred to as the "Website Service Agreements." All access to and use of the Velocity Solutions, Inc. Website (the "Website") is subject to and governed by the Website Service Agreements.

VELOCITY SOLUTIONS, INC., ITS SUBSIDIARIES AND AFFILIATES ("OUR", "WE", "US", "VELOCITY", AND "PROVIDER") WILL PROVIDE ACCESS TO THE WEBSITE TO YOU ONLY UPON ALL OF THE TERMS, CONDITIONS AND DISCLAIMERS CONTAINED IN THE WEBSITE SERVICE AGREEMENTS. IF YOU DO NOT AGREE TO THE TERMS, CONDITIONS AND DISCLAIMERS IN THE WEBSITE SERVICE AGREEMENTS, YOU ARE NOT AUTHORIZED TO ACCESS OR UTILIZE THE WEBSITE.

### Table of Contents

1. **Services.**
2. **Scope of License.**
3. **Changes to this End User License Agreement.**
4. **Consent to Use of Technical Data.**
5. **Termination.**
6. **Third Party Materials.**
7. **Proprietary Materials.**
8. **Languages, Local Rules.**
9. **Modification, Suspension and Discontinuation.**
10. **NO WARRANTY.**
11. **Limitation of Liability.**
12. **Indemnification.**
13. **Governing Law, Jurisdiction.**
14. **Contact Us.**

1. **Services.** The Website may enable access to and use of Velocity's and/or third party services and web sites (collectively and individually, "Services"). Both access to and use of the Services may require Internet access and that you agree to additional terms and conditions.

2. **Scope of License.** The license granted to you for the Website is limited to a non-transferable license to access and use the Website as permitted by the Website Service Agreements. Such license

does not allow you to use the Website on any device that you do not own or control (or for which you do not have authorization to access the Website, such as where prohibited by applicable security policies in the case of corporate users). You may not copy (except as expressly permitted by this license and the Website Service Agreements), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Website, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included within the Website). Any attempt to do so is a violation of the rights of Velocity and its licensors. If you breach this restriction, you may be subject to prosecution and damages. The terms of the license will govern any updates provided by Velocity that replace and/or supplement the Website, unless such update is accompanied by a separate license in which case the terms of that license will govern. THE WEBSITE IS LICENSED, NOT SOLD, TO YOU FOR USE ONLY UNDER THE TERMS AND CONDITIONS OF THE WEBSITE SERVICE AGREEMENTS. VELOCITY RESERVES ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU.

3. **Changes to this End User License Agreement.** Velocity reserves the right to revise these Terms & Conditions at any time. Upon modification, Velocity will update the date indicated after “Last Modified” at the beginning of this document. Any modifications to these Terms & Conditions will only affect your and our respective rights and obligations from the “Last Modified” date and thereafter. Your continued use of the Website constitutes your continued agreement to the terms and conditions herein.

4. **Consent to Use of Technical Data.** You agree that Velocity may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of Website updates and other services to you (if any) related to the Website. Velocity may use this information, to improve its Website or to provide services or technologies to you. Velocity’s collection and use of personal data is governed by the Privacy Statement (*accessible at the “Privacy Policy” hyperlink provided at the bottom of this webpage*).

5. **Termination.** The license granted hereunder is effective until terminated by you or Velocity. Your rights granted hereunder will terminate automatically without notice from Velocity if you fail to comply with any term(s) of Website Service Agreements. Upon termination of the license, you must cease all use of the Website.

6. **Third Party Materials.** The Website may display, include or make available content, data, information, applications or materials from third parties (“Third Party Materials”) or provide links to certain third party web sites. You acknowledge and agree that Velocity is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites. Velocity does not warrant or endorse and does not assume and will not have any liability or responsibility to you or any other person for any third party services, Third Party Materials or websites, or for any other materials, products, or services of third parties. Third Party Materials and links to other web sites are provided solely as a convenience to you. Velocity does not assume any responsibility or liability for the actions, product, services and content of these and any other third parties. You should carefully review the privacy statements and other conditions of use set forth by third parties where applicable.

7. **Proprietary Materials.** You agree the Website may contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the Services. The trademarks, logos and service marks (“Marks”)

displayed on the Website are the property of Velocity, its trademark licensors or other parties (and used with permission). You are prohibited from using any Marks for any purpose including, but not limited to use as metatags on other pages or sites on the World Wide Web without the written permission of Velocity or such third party which may own the Marks. No portion of the Website may be reproduced in any form or by any means. You agree not to distribute or create derivative works based on the Website, and you shall not exploit the Website in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. Pricing Partner<sup>®</sup>, Intelligent Limit System<sup>®</sup>, Invitation Checking<sup>®</sup>, My Interest Checking<sup>®</sup>, My Rewards<sup>®</sup>, the My Rewards “Box” logo, Velocity<sup>®</sup> and Velocity Solutions<sup>®</sup> are registered service marks of Velocity and its affiliate companies. Wellness Solution<sup>™</sup>, Velocity Design & Build<sup>™</sup>, Intelligent Merchant Solution<sup>™</sup>, My Rewards Premium Cards<sup>™</sup>, The Opt-In Solution<sup>™</sup>, Reg. E Outreach Solution<sup>™</sup>, Relationship Rebate Solution<sup>™</sup>, Account Revenue Solution<sup>™</sup>, and My Rewards<sup>™</sup> are service marks of Velocity and its affiliate companies. Third party names are the trademarks and/or registered trademarks of their respective owners

8. **Languages, Local Rules.** In addition, the Website and Third Party Materials that may be accessed from, displayed on or linked to from your computer or device are not available in all languages or in all countries. Velocity makes no representation that the Website or Third Party Materials are appropriate or available for use in any particular location. To the extent you choose to access such Website or Third Party Materials, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws.

9. **Modification, Suspension and Discontinuation.** Velocity reserves the right to change, supplement, modify (including without limitation appearance), or suspend, limit, remove, disable or permanently discontinue your access to or use of, the Website at any time without notice or liability.

10. **NO WARRANTY.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE WEBSITE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE IS PROVIDED “AS IS” AND “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND VELOCITY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE WEBSITE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. VELOCITY DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE WEBSITE, AND VELOCITY DOES NOT WARRANT THAT (i) THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE WEBSITE WILL MEET YOUR REQUIREMENTS, (ii) THAT THE OPERATION OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR (iii) THAT DEFECTS IN THE WEBSITE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION GIVEN BY VELOCITY OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

ACCESS AND USE OF THE WEBSITE OCCURS ACROSS THE NETWORKS OF A NUMBER OF WIRELESS AND INTERNET SERVICE PROVIDERS. VELOCITY DOES NOT OPERATE THESE NETWORKS AND HAS NO CONTROL OVER THE OPERATIONS OF THE WIRELESS AND INTERNET SERVICE PROVIDERS. WE WILL NOT BE LIABLE TO YOU FOR ANY CIRCUMSTANCES THAT INTERRUPT, PREVENT OR OTHERWISE AFFECT THE TRANSMISSION, COMMUNICATION, POST, OR TRANSACTION OR OTHERWISE INTERFERE WITH THE INTEGRITY THEREOF, INCLUDING, WITHOUT LIMITATION, UNAVAILABILITY OF WIRELESS OR INTERNET SERVICE, COMMUNICATIONS, NETWORK DELAYS, LIMITATIONS ON WIRELESS COVERAGE OR INTERNET

SIGNAL, SYSTEM OUTAGES, OR INTERRUPTION OF A WIRELESS OR INTERNET CONNECTION. VELOCITY DISCLAIMS ANY RESPONSIBILITY FOR ANY WIRELESS OR INTERNET SERVICE USED TO ACCESS THE SERVICES.

USE OF THE WEBSITE WIRELESSLY MAY INVOLVE THE ELECTRONIC TRANSMISSION OF PERSONAL INFORMATION ACROSS THE NETWORKS OF WIRELESS OR INTERNET SERVICE PROVIDERS. BECAUSE WE DO NOT OPERATE OR CONTROL THE WIRELESS OR INTERNET NETWORKS USED TO ACCESS THE REWARDS PROGRAM WEBSITE AND/OR VELOCITY SERVICES, WE CANNOT GUARANTEE THE PRIVACY OR SECURITY OF WIRELESS OR INTERNET DATA TRANSMISSIONS. ADDITIONALLY, WIRELESS DEVICE BROWSERS ARE GENERALLY PRE-CONFIGURED BY YOUR WIRELESS INTERNET SERVICE PROVIDER. CHECK WITH YOUR SERVICE PROVIDER FOR INFORMATION ABOUT THEIR PRIVACY AND SECURITY PRACTICES. FOR PERSONAL OR CONFIDENTIAL INFORMATION SENT TO OR FROM VELOCITY OVER THE INTERNET FROM A MOBILE PHONE, VELOCITY RESERVES THE RIGHT TO LIMIT SUCH CONNECTIONS TO "SECURE SESSIONS" THAT HAVE BEEN ESTABLISHED USING TRANSPORTATION LAYER SECURITY ("TLS"). VELOCITY WILL TREAT YOUR DATA IN ACCORDANCE WITH THE VELOCITY PRIVACY STATEMENT.

VELOCITY DOES NOT CHARGE FOR USE OR ACCESS OF THE WEBSITE. HOWEVER, YOUR WIRELESS SERVICE PROVIDER (INCLUDING WITHOUT LIMITATION ANY ROAMING WIRELESS SERVICE PROVIDER AND ANY WIFI HOT SPOTS) MAY LEVY FEES OR CHARGES FOR TRANSMISSION OR RECEIPT OF MESSAGES AND OTHER COMMUNICATIONS PERFORMED USING YOUR EQUIPMENT ON THE WIRELESS SERVICE PROVIDER NETWORK, AND YOU ARE SOLELY RESPONSIBLE FOR SUCH CHARGES.

11. **Limitation of Liability.** TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL VELOCITY, ITS DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, OR REPRESENTATIVES BE LIABLE FOR DEATH, PERSONAL INJURY, PROPERTY DAMAGE, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL OR FINANCIAL DAMAGES, LOST REVENUES, OR OTHER LOSSES OF ANY KIND, ARISING OUT OF USE OF THE WEBSITE OR ARISING OUT OF THIS END USER LICENSE AGREEMENT OR IN ANY WAY RELATED TO YOUR USE OR INABILITY TO USE THE WEBSITE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF VELOCITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL VELOCITY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF ONE-HUNDRED DOLLARS (\$100.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12. **Indemnification.** You shall indemnify and hold Velocity and their respective agencies and parents, subsidiaries, affiliates, officers, and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Website, any breach of the terms and conditions set forth in the Website Service Agreements by you. You must use your best efforts to cooperate with us in the defense of any such claim. We reserve the right, at our expense, to employ separate counsel and assume the exclusive defense and control of any such matter subject to indemnification by you.

13. **Governing Law, Jurisdiction.** Your use of the Website is governed by, construed and enforced in accordance with the laws of the State of Florida, USA and applicable federal law without regard to conflicts of laws principles. If for any reason a matter is not arbitrated as provided in the Service Agreements, then any cause of action brought in connection with any matters related to the Website shall be brought only in the applicable State or Federal Courts located in Broward County, Florida, and you expressly consent to the personal jurisdiction and venue of said courts. Your use of the Website may also be subject to other local, state, national, or international laws.

14. **Contact Us.** For assistance with the Website, please write to us at: P.O. Box 460939 Fort Lauderdale, FL 33346, or send us an email at [info@myvelocity.com](mailto:info@myvelocity.com).