

Zing Money Terms of Service

These Terms of Service (the "**Terms of Service**") govern your use of all Web sites and mobile applications owned or operated by Zing Money, LLC ("**Zing Money**" or "**we**" or "**us**") including the Zing Money mobile application, (the "**APP**"), any other Zing Money applications or web sites that may be offered by Zing Money, and any other applications, interactive features, widgets and resources offered by Zing Money through traditional Internet Web sites, mobile devices or other platforms and any and all associated services provided by Zing Money in connection with any of the foregoing (all of which, together with the Site, are collectively referred to as the "**Zing Money Service**" or the "**Service**"). Among other things, the Service allows users to load funds into their Zing Money account from their bank account or linked credit and debit cards, make purchases, and transfer funds to a bank account.

Please read these Terms of Service carefully. These Terms of Service constitute a binding agreement between you and Zing Money regarding your use of the Service. By using the Service, you agree to be bound by these Terms of Service and the Zing Money Privacy Policy. If you do not agree to any provision of these agreements, you may not use the Service.

1. **Terms of Service Changes.** Zing Money may, in its sole and absolute discretion, change these Terms of Service from time to time. Zing Money will post a copy of these Terms of Service as changed on the App. Your continued use of the Service constitutes your agreement to abide by these Terms of Service as changed. If you object to any such changes, your sole recourse shall be to cease using the Service.
2. **Eligibility to Use Service.** Except as expressly provided below, the Service may only be used by individuals and entities who can form legally binding contracts under applicable law. No person under the age of 18 may use the Service without the supervision of a parent or legal guardian. Your use of the Service will be deemed to be a representation that you are of the age of majority or older or are using the Service with the permission of your parent or guardian. We require that all transactions be made either (a) by individuals of the age of majority or older or (b) by minors given verifiable permission by their parent or legal guardian to purchase products or services through the Service.
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4. **Account and Password Security.** You may create your own account with Zing Money by completing the online registration process on the Site, and you must do so if you would like to perform transactions. As part of the registration process, you will be asked to provide certain personal information. Your decision to provide any information to Zing Money is purely optional. If you elect to provide information to Zing Money, you agree to provide information that is true and accurate, and to update such information if it changes. If you elect to not provide that information, or if the information you provide is not complete, current,

true and accurate, you may not be able to use some or all of the Service. You may also be required to choose a username and password. Your username and password will be your identity for purposes of interacting with Zing Money and third parties through the Service. You shall use your account, username and password solely in accordance with these Terms of Service. You are solely responsible for maintaining the security of your username and password and any activity that occurs under your account. You will promptly notify Zing Money via e-mail at support@zingmoney.com, if you learn of or suspect any loss, theft or unauthorized use of your account, username or password. Zing Money does not have control over the security of your mobile device, and assumes no responsibility for losses related to failure to adequately secure your mobile device or information you have stored on the device.

5. **Use of the Service.** You may not reproduce, duplicate, copy, sell, resell or exploit for any purpose the Service, or any portion of the Service, including, without limitation, Zing Money Content and Marks (as such terms are defined below), except as authorized by these Terms of Service. You must abide by all copyright notices, information or restrictions contained in or associated with any Zing Money Content. The Service is provided for your personal, non-commercial use only, except for Merchants (and then only as authorized in our agreements with them).

Prohibited activities include, without limitation, the following:

- violating any local, state, national or international law or regulation or any provision of these Zing Money Terms of Service;
- collecting personal information, including, without limitation, account names or e-mail addresses, of other users from the Service through automated means or otherwise;
- impersonating any person or entity or otherwise misrepresenting your affiliation with a person or entity;
- providing any false or misleading information on the Service, or creating an account for anyone other than yourself; and
- engaging in, authorizing or promoting any behavior or activity that is abusive, harassing, tortious, defamatory, vulgar, pornographic, obscene, libelous, hateful, or racially, ethnically, or otherwise objectionable;
- violating or infringing other people's intellectual property, privacy, publicity, or other legal rights of someone else, such as by posting content or photos for which you do not have all necessary rights;
- knowingly transmitting any material that contains adware, malware, spyware, software viruses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- interfering with or disrupting the Service or servers or networks connected to the Service, or disobeying any requirements, procedures, policies, or regulations of networks connected to the Services;

- attempting to decipher, decompile, disassemble, or reverse engineer any of the software comprising any part of the Service;
- attempting to interfere with any security feature of the Service, or circumvent, disable or interfere with any copyright management or other technological measure that effectively controls access to, use or copying of content of the Service;
- using any means to "scrape", "crawl", "reverse engineer" or "spider" any Web pages or content contained available on or through the Service (although Zing Money may allow operators of public search engines to use spiders to index some materials from the Site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials, and Zing Money reserves the right to revoke these exceptions either generally or in specific cases);
- launching any automated system, including, without limitation, "robots", "spiders", "offline readers", etc., that accesses the Service in a manner that sends more request messages to the Service in a given period of time than a single human can reasonably produce in the same period by using a conventional Web browser.
- Engaging in any action or behavior that harms Zing Money, or that Zing Money finds objectionable for any reason.

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7. **Ownership.** The content on the Site and all aspects of the Service, including, without limitation, text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like (collectively, "**Zing Money Content**"), and the Zing Money word marks and design marks, as well as certain other of the names, logos and materials displayed on the Site or through the Service that constitute trademarks (collectively, "**Marks**"), are owned by or licensed to Zing Money and are subject to copyright, trademark and other intellectual property rights under U.S. and international laws.

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10. **Feedback.** We always welcome and appreciate your feedback and suggestions about Zing Money. You understand that we cannot necessarily respond to or implement all feedback or suggestions, but if we do, you understand and agree that we may use them without compensation to you. All comments, reviews, messages, ideas, suggestions or any and all other communications and materials (collectively "Comments") sent to us shall be and remain the exclusive property of Zing Money. Your submission of any such Comments shall constitute an assignment to us of all worldwide rights, titles and interests in all copyrights and other intellectual property rights in the Comments. We may use, reproduce, disclose, publish and distribute any Comments you submit for any purpose, without restriction and without compensating you in any way. We may, but are not obligated to, restrict or remove any and all content from any Comment. You have no expectation of privacy with regard to any Comment you submit.

11. **Privacy Policy.** Zing Money respects your privacy. Our Privacy Policy, posted in the mobile applications, explains how we collect, use, and disclose information about you. You understand and agree that when you share your information with a third party (whether through the App or other parts of the Service or otherwise) such third party is responsible for protecting your privacy and complying with any applicable privacy laws, rules and regulations. The Privacy Policy is merely a statement of administrative protocol; it is not a contract nor does it create any contractual or legal rights.
12. **Transactions with Merchants.** The Service may enable you to purchase products and services from Merchants. Zing Money is not responsible for examining or evaluating, and does not warrant the offerings of, any of these businesses or individuals or the content of their Web sites. If you choose to make a purchase from a Merchant, you may be taken to that Merchant's Web site and, in any event, are subject to the policies and the terms and conditions of such Merchant. You should carefully review their privacy statements and other terms and conditions of use. Zing Money is not responsible for fulfilling any orders, shipping any products or services from Merchants, or handling any refund, return, or exchange requests for products or services ordered from Merchants, except to the extent that Zing Money may make appropriate adjustments to your account based upon refunds made by Merchants to you.
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15. **Links to Other Web Sites.** The Service may contain links to third-party Web sites or Internet resources that are not owned or controlled by Zing Money, including, without limitation, Web sites of Merchants. Zing Money's provision of a link to any other Web site or Internet resource is for your convenience only and does not signify Zing Money's endorsement of such other Web site or resource or its contents. The privacy policies of those sites, not these Terms of Service, govern the use of any information you share with those third parties. ZING MONEY SHALL NOT BE RESPONSIBLE FOR THE AVAILABILITY OF ANY THIRD-PARTY WEB SITES OR RESOURCES, AND ZING MONEY DOES NOT WARRANT, ENDORSE GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY CONTENT, INFORMATION, SOFTWARE, MATERIALS OR PRACTICES OF ANY SUCH THIRD-PARTY WEB SITES OR RESOURCES, INCLUDING, WITHOUT LIMITATION, ANY PRODUCTS OR SERVICES ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR THROUGH ANY LINKED WEB SITES OR FEATURED IN ANY ADVERTISING.
16. **Disclaimer.** YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, ZING MONEY AND ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, PARTNERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, SUCCESSORS AND ASSIGNS (REFERRED TO COLLECTIVELY AS THE "**ZING MONEY**

PARTIES" AND INDIVIDUALLY AS "**ZING MONEY PARTY**") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, ACCURACY AND NON-INFRINGEMENT), WITH RESPECT TO THE SERVICE (INCLUDING ANY CONTENT SUBMITTED BY A USER) OR THE CONTENT OF ANY WEB SITES OR RESOURCES LINKED TO THE SERVICE. NO ZING MONEY PARTY MAKES ANY REPRESENTATION OR WARRANTIES ABOUT THE ACCURACY, QUALITY, RELIABILITY OR COMPLETENESS OF CONTENT AVAILABLE ON OR THROUGH THE SERVICE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY:

- ERRORS, MISTAKES, OR INACCURACIES OF CONTENT OBTAINED FROM THE USE OF THE SERVICE;
- PERSONAL INJURY, PROPERTY DAMAGE, OR OTHER HARM, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICE;
- UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS OR ANY AND ALL INFORMATION OR FINANCIAL INFORMATION STORED THEREIN;
- ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE;
- ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY; AND
- ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, E-MAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE ON OR THROUGH THE SERVICE.

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YOU UNDERSTAND AND AGREE THAT ANY MATERIAL OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE ARISING FROM DOING SO. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ANY ZING MONEY PARTY OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE IN THESE TERMS OF SERVICE.

THE ZING MONEY PARTIES WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. ALL PRODUCTS ARE SUBJECT ONLY TO ANY APPLICABLE WARRANTIES OF THEIR RESPECTIVE MANUFACTURERS, DISTRIBUTORS, SUPPLIERS OR SERVICE PROVIDERS IF ANY. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE ZING MONEY

PARTIES HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, ACCURACY AND NON-INFRINGEMENT), WITH RESPECT TO THIRD-PARTY PRODUCTS AND SERVICES.

WITHOUT LIMITING THE FOREGOING, ZING MONEY, THE ISSUER AND DISTRIBUTOR EACH DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, FOR ANY GIFT CARDS, AND FOR PRODUCTS OR SERVICES PURCHASED WITH GIFT CARDS OR OFFERED THROUGH OR VIA ZING MONEY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. THIS DISCLAIMER DOES NOT APPLY TO ANY WARRANTY OFFERED BY ANY MERCHANT.

17. Limitation of Liability. YOU UNDERSTAND THAT, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL THE ZING MONEY PARTIES BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ZING MONEY WAS ADVISED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES).

- a. NONE OF ZING MONEY, THE ISSUER AND THE DISTRIBUTOR IS RESPONSIBLE FOR ANY PRODUCTS OR SERVICES OF ANY OTHER ZING MONEY PARTICIPATING COMPANIES OR PARTNERS.
- b. IN MOST CASES, A MERCHANT WHOSE PRODUCT OR SERVICE YOU ARE PURCHASING OR USING IS IN NO WAY AFFILIATED WITH ZING MONEY.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent Zing Money may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of Zing Money's liability shall be the minimum permitted under such applicable law.

18. Indemnification. You agree to indemnify, defend, and hold harmless the Zing Money Parties from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and costs) that such parties may incur as a result of or arising from (a) any information you provide to Zing Money, including, without limitation, any User Content; (b) your use of the Service and the use of the Service under your account; or (c) your violation of these Terms of Service. Zing Money reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Zing Money in asserting any available defenses.

19. **Additional Terms.** Additional terms and conditions may apply to certain portions or features of the Service ("**Additional Terms**"). Where Additional Terms apply to a particular portion or feature of the Service, we will make them available for you to read through your use of that Service. By using the Service, you agree to the Additional Terms.
20. **Termination.** Zing Money may terminate or suspend your access to all or any portion of the Service immediately, without prior notice or liability, for any reason, including if you breach any provision of these Terms of Service. In the event of any such termination, the indemnification provisions set forth above shall survive.
21. **Modifications to the Services.** Zing Money reserves the right to modify or discontinue all or any part of the Service with or without notice to you. Zing Money shall not be liable to you or any third party should Zing Money exercise its right to modify or discontinue all or any part of the Service.
22. **Arbitration.** You and Zing Money agree to resolve any disputes through binding and final arbitration instead of through court proceedings. All controversies, claims, counterclaims, or other disputes arising between you and Zing Money relating to the Service or these Terms of Service (each a "**Claim**") shall be submitted for binding arbitration in accordance with the Rules of the American Arbitration Association ("**AAA Rules**"). The arbitration will be heard and determined by a single arbitrator in Los Angeles, California with significant experience in the subject matter of the Claim. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs, documents, or other evidence submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies.

You may not act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only your and/or Zing Money's individual Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR ZING MONEY WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

23. General Provisions. Under no circumstances will Zing Money be held liable for any delay or failure in performance due in whole or in part to any acts of nature or other causes beyond its reasonable control. These Terms of Service shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of laws rules or provisions. If any provision of these Terms of Service shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Service and shall not affect the validity and enforceability of any remaining provisions. The failure of Zing Money to enforce any right or provision of these Terms of Service will not be deemed a waiver of such right or provision. These Terms of Service, the Zing Money Privacy Policy, and, if you are a Merchant, the agreement between you and us regarding your participation as a Merchant, together with and any other Additional Terms or other policies, rules or guidelines posted in connection with the Service, constitute the entire and exclusive agreement between Zing Money and you regarding the Service, and the foregoing, as applicable, supersedes and replaces any prior agreements between Zing Money and you regarding the Service.

Effective Date: April 30, 2018