

# PayForward Terms of Service

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These Terms of Service (the "**Terms of Service**") govern your use of all Web sites and mobile applications owned or operated by PayForward, LLC ("**PayForward**" or "**we**" or "**us**") including the Web site currently located at PayForward.com and any PayForward site or mobile application (the "**Site**") offered exclusively for a PayForward enterprise partner, (our "**Enterprise Partner**"), any PayForward applications that may be offered by PayForward, and any other applications, interactive features, widgets and resources offered by PayForward through traditional Internet Web sites, mobile devices or other platforms and any and all associated services provided by PayForward in connection with any of the foregoing (all of which, together with the Site, are collectively referred to as the "**PayForward Service**" or the "**Service**"). Depending on the type of PayForward program chosen by the Enterprise Partner sponsoring your membership, the Service may allow users to earn and use wellness incentive rewards, earn rebates from merchants (each a "**Merchant**") that may be allocated to one or more user-selected charities or Savings Goals, and also may allow users to interact with other users. Please note that the terms "rebates" and "cash back" describe a type of PayForward reward paid to consumers in some PayForward programs and are used interchangeably in these Terms of Service. The terms "reward" and "offer" are also used interchangeably.

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

- 1. Terms of Service Changes.** PayForward may, in its sole and absolute discretion, change these Terms of Service from time to time. PayForward will post a copy of these Terms of Service as changed on the [Site](#). 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 Services 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 purchases 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.
- 3. Enterprise Partner Rewards Programs.** PayForward rewards, if applicable, are available only to users affiliated with PayForward's Enterprise Partners. We will verify your status as an active customer, member or employee of our Enterprise Partner before accepting your registration for the PayForward Service. If your affiliation with our Enterprise Partner ceases

after registering, you may keep your account with PayForward, but you will no longer be able to earn cash back rebates and other rewards from PayForward merchants and other partners, and you may lose access to unused wellness incentive rewards previously earned.

In some cases, the wellness incentive rewards earned through PayForward may have an expiration date, after which you will lose access to unused funds. Also, your use of active wellness incentive rewards may be restricted to certain merchants, e.g., healthcare providers. For PayForward participants in the BlueEssentials<sup>SM</sup> Blue Rewards program, rewards can be used only toward copays, coinsurance, and out-of-pocket expenses for BlueEssentials<sup>SM</sup> members to use toward covered medical services; pharmacy is excluded. PayForward may share wellness reward transaction information with the Enterprise Partner sponsoring your PayForward membership, for verification that your usage of the rewards is consistent with these Terms of Service. The Enterprise Partner sponsoring your PayForward membership may audit your usage of the rewards against healthcare claims activity to ensure appropriate use. If the Enterprise Partner sponsoring your PayForward membership finds reward transactions to be out of compliance with the terms of service herein, the Enterprise Partner can and may suspend your use of the BlueEssentials<sup>SM</sup> Blue Rewards program and you will lose access to unused funds.

Enterprise partners are not responsible for maintenance, creation, or operation of the Application or access portals as well as any liabilities and claims that may arise from use of the Application or access portals.

4. **Account and Password Security.** You may create your own account with PayForward by completing the online registration process on the Site or mobile application, and you must do so if you would like to use the Service. As part of the registration process, you will be asked to provide certain personal information. Your decision to provide any information to PayForward is purely optional. If you elect to provide information to PayForward, 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/or password. Your username and password will authenticate your identity for purposes of interacting with PayForward 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 PayForward via e-mail, [support@payforward.com](mailto:support@payforward.com), if you learn of or suspect any loss, theft or unauthorized use of your account, username or password. PayForward 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, PayForward

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 PayForward 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 PayForward 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 PayForward 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 PayForward 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 PayForward, or that PayForward finds objectionable for any reason.

6. **User Content.** As between you and us, you own all content and information you post or share on or through Service (referred to as "**User Content**"), such as posting or sharing photos, profile information, text, images, logos, audio and video clips and other information. By posting or sharing User Content on the Site or otherwise through the Service, you hereby grant to PayForward and its affiliates, licensees, successors and assigns a non-exclusive, worldwide, perpetual, fully-paid, royalty-free, transferable, sub-licensable license and right, through any manner, means and media now known or hereafter devised, to reproduce, copy, display, publicly perform, edit, modify, create derivative works of, transmit, produce, market, distribute and otherwise use and reuse your User Content, on or in connection with the Service. In other words, for example, if you post your content on PayForward, the content still belongs to you, but PayForward can use it for various purposes in connection with the Services, for example, by making the content available to others in the service, and others can re-post it. Our use of User Content will be subject to your applicable privacy settings at the time the User Content is posted. We may display advertisements in connection with your User Content or on pages where your User Content may be viewed by you or others.

You agree that you are solely responsible for all User Content you transmit on or through the Service.

You promise that:

- you own all rights in your User Content or, alternatively, you have the right to give PayForward the rights described above;
- you have paid and will pay in full any fees or other payments that may be related to the use of your User Content;
- your User Content does not violate or infringe intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party; and
- your User Content does not contain any material that is abusive, harassing, tortious, defamatory, vulgar, pornographic, obscene, libelous, hateful, or racially, ethnically, or otherwise objectionable.

You acknowledge that, although PayForward does not necessarily pre-screen User Content prior to your use of the Service and PayForward has no obligation to review your User Content, PayForward may pre-screen or review your User Content at any time for any reason, including, without limitation, for compliance with these Terms of Service. PayForward shall have the right to refuse or remove any User Content that, in its sole discretion, violates or may violate these Terms of Service or is otherwise objectionable, and, if you have commenced your use of the Service, PayForward is under no obligation to continue to provide the Service for your use in connection with such User Content.

7. **Ownership.** Other than User Content, 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, "**PayForward Content**"), and the PayForward 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 PayForward and are subject to copyright, trademark and other intellectual property rights under U.S. and international laws.
8. **Interactions with Users on PayForward.** Other PayForward users, including Merchants and Enterprise Partners, may interact directly with you or your business on or through the Service. The Service may also facilitate your ability to communicate with other users via email and other means that are not part of the Service.

PayForward is not responsible or liable for any damage or loss related to your interactions with other users or their interactions with you or anyone else. PayForward is not a party to any transaction between you and anyone else and has no obligation to monitor or enforce any such transactions.

9. **Feedback.** We always welcome and appreciate your feedback and suggestions about PayForward. 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 PayForward. 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.
10. **Privacy Policy.** PayForward respects your privacy. Our [Privacy Policy](#) 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 Site 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.
11. **Transactions with Merchants.** The Service may enable you to purchase products and services from Merchants. PayForward 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. PayForward is not responsible for fulfilling any orders, shipping any products or services from Merchants, updating travel reservations, or handling any refund, return, or exchange requests for products or services ordered from Merchants, except to the extent that PayForward may make appropriate adjustments to your rebate account based upon refunds made by Merchants to you. If you have any questions or service requests for travel or dining booked through the PayForward online purchasing service, you must contact the affected hotel, airline, and/or restaurant directly.

If you participate in a cash back (rebate) service with PayForward, you will be given the option to register (link) your Visa® and MasterCard® payment card(s) to PayForward for purposes of earning cash back when you shop at participating merchants.

If you are a User of the PayForward Service as a result of having linked your eligible Visa card, please note that not all Visa cards are eligible for this Service. Without limitation, Visa Buxx, Flexible Spending Account (FSA) Visa cards, EBT Visa cards and other Visa-branded cards whose transactions are not processed through the Visa U.S.A. payment system are not eligible to participate in the Service. In addition, please note that not all transactions made with your eligible registered card (including PIN-based transactions, payment through a third-party digital wallet or payment app) can be monitored for eligibility to earn rebates. **Do not use a PIN when making purchases if you want the transaction to be applied towards your reward completion. Run your transaction as a credit card transaction, not a debit card transaction.**

PayForward is not responsible for rewards offered by the bank that issues your linked card. Credit and debit card transactions made through PayForward may or may not be eligible for points or other rewards offered by your bank. Linked card rewards programs are governed by the terms of the applicable card member agreement or membership rewards program.

If you are a user of the PayForward cash back service, we will use reasonable efforts to credit rebates to your PayForward account balance in a timely fashion. Cash back is awarded at the time a transaction posts to PayForward, not when the purchase is made. In some cases your cash back will arrive within seconds, whereas others can take minutes, hours, or days. PayForward is not responsible for merchant delays in processing transactions. In some cases, the rebate credit may be delayed if we are unable to determine the exact purchase amount at the time of purchase authorization. (For example, if you earn a rebate on a hotel stay or a rental car, we typically cannot credit a rebate to your PayForward account balance until your hotel stay or car rental ends, because we will not know the exact purchase amount until you conclude your hotel stay or car rental.)

If you use PayForward's Online Shopping service, you will receive your rebate upon merchant confirmation in approximately 30 days.

In cases where the rebate is paid on transaction authorization, the authorized amount may be different from the settled amount. For example, the authorized amount on a restaurant purchase transaction does not include the tip. Therefore we would not award the rebate on the amount of the tip.

Merchants, not PayForward, provide rebates. Rebates are in no way sponsored, endorsed, or associated with PayForward. Merchants may change the rebate terms, amount and/or percentage of rebates and other offers at any time. To verify an offer is valid, please check the website or app prior to making your purchase.

PayForward uses reasonable efforts to collect the rebates from the Merchants. If, however, PayForward is not able to collect the rebate from the Merchant, then PayForward is neither responsible nor liable to pay the rebate to you. Your recourse, in such an instance, is with the Merchant, not PayForward.

In the PayForward cash back program, if you return purchased merchandise to the Merchant, or otherwise obtain a credit or refund (in whole or in part) for purchases or services from a Merchant, and you previously obtained a rebate for such transaction, then after you receive credit from the Merchant, we will debit your PayForward account the amount of the rebate that you previously received (or portion thereof on a partial return or partial credit). If you allocated the original rebate to one or more of your nonprofit organizations or Savings Goals as part of our rebate allocation program, those allocated amounts will remain where they were allocated. Your recourse, in such an instance, would be for you to contact the entity to which you allocated the original rebate and seek to recover the allocated amounts directly from there. PayForward does not reverse paid rebate allocations.

### **Electronic Gift Cards.**

If you participate in a PayForward program that offers the purchase of eGift Cards on the Site, the following terms apply:

- a. For some purchase transactions, you are purchasing a merchant-specific electronic stored value card, certificate, voucher or similar product that will be displayed on your smartphone or other compatible device through the PayForward mobile app as an electronic code, symbol, set of letters, set of numbers or any combination thereof ("Gift Card" aka "eCard" aka "eGift Card" aka "Scan" purchase), and the Gift Card is intended to be redeemed for the full amount of the Gift Card immediately with such merchant (the "Merchant") for your desired products or services.
- b. You may fund the purchase of the Gift Card with the balance in your PayForward account or with any Visa® or MasterCard® you have linked to your PayForward account as described earlier in this section of these Terms of Service.
- c. Any returns, credits or exchanges of the products or services that are purchased using such a Gift Card via PayForward will be governed by the applicable Merchant's policies, terms and conditions for purchases made with Gift Cards. Such Merchant's policies, terms and conditions may be subject to change in the Merchant's sole discretion, if permitted by law. You may be entitled only to store credit with any return

or exchange. For details, review the applicable gift card terms available in the PayForward purchase path, and contact the applicable Merchant for additional information.

- d. Except as specifically permitted by the Merchant's policies, terms and conditions, Gift Cards are not redeemable for cash or for other Merchants' Gift Cards, are not valid for prior purchases, and may not be returned, credited or exchanged.
- e. Value may not be combined among or transferred between separate Gift Cards.
- f. You are responsible for keeping track of your available Gift Card balance, if any.
- g. If we fail to deliver a Gift Card you have purchased, or if we deliver a Gift Card with an electronic code that does not function properly, or if you have a question about rebates awarded in connection with any PayForward transaction, please contact us at support@PayForward.com or at 1-844-944-9273.
- h. Disputes or claims regarding any failure of any Gift Card to be purchased or delivered, or any other failure related to using PayForward to complete your transaction, will be subject to these Terms of Service, and neither the Merchant, nor the issuer of the payment card (or other payment product) used to purchase the Gift Card (the "Issuer"), nor any non-merchant distributor of the Gift Card ("Distributor"), shall have any responsibility with respect to such disputes or claims.
- i. If you are entitled to a refund for any reason for products or services obtained with a Gift Card, you agree to accept credits to a Gift Card or a replacement Gift Card for such refunds or such other handling as provided in the applicable Merchant's policies, terms and conditions. If you have a problem with a purchase that you made with your Gift Card, or if you have a dispute with the Merchant, you must handle it directly with the Merchant. Any disputes or claims relating to Gift Cards that are purchased or delivered using PayForward, including without limitation any disputes or claims relating to products or services purchased with any Gift Card, must be handled in accordance with the applicable Merchant's policies, terms and conditions, and none of PayForward, the Issuer and any Distributor shall have any responsibility with respect to such disputes or claims.
- j. Gift Cards may not be re-sold. Gift cards may not be otherwise transferred to third parties, except via the sharing function available in PayForward.
- k. By sharing a Gift Card, the sender allows the recipient to use any available Gift Card balance. The sender of a shared Gift Card retains access to the Gift Card and the ability to use any available Gift Card balance. No PayForward rewards will be paid to the recipient of any shared Gift Card in connection with the receipt or use of such Gift Card.
- l. If the purchase price of any products or services purchased from a Merchant exceeds the dollar amount of a Gift Card being used for such purchase, you will be asked to pay for additional charges associated with the purchase.
- m. Because any stored Gift Card numbers or Gift Card barcodes are Gift Cards that can be used like cash for purchases from the applicable Merchant, you are responsible for all transactions made with your unused credits, including unauthorized or fraudulent transactions. If you notice unauthorized or fraudulent use of any unused credits, contact PayForward as soon as possible at Support@PayForward.com or at 1-844-944-9273.
- n. The gift card is not redeemable for cash except where cash redemption is offered by the individual merchant and/or required by applicable state law.
- o. The gift card has no value until activated and will not be replaced if lost or stolen, except as offered by the individual merchant and/or required by law.
- p. If you use a PayForward eGift Card to purchase a gift card from a PayForward merchant, you will not receive cash back from PayForward for that purchase.

**13. Online Purchases.** If you participate in a PayForward program that offers online purchases on the Site, this section applies. An online offer is not valid in combination with any other offers. You must be logged in to your PayForward account prior to clicking on the “Online” link. You must link to the merchant site from the PayForward “Shop” page before completing each order, and use your linked card or your PayForward® Prepaid Visa® Debit Card for each transaction within the same site session upon clicking the offer link. If you visit other sites before completing your purchase or use coupons issued by other shopping services, you might not earn cash back from PayForward. Cookies must be enabled in your browser in order to earn cash back on your purchase. If you wish to earn cash back on multiple orders, you must return to [PayForward.com](http://PayForward.com) and click through the Shop Now link before completing each transaction. Members will receive cash back on qualified purchases during valid promotion dates; you will receive your rebate upon merchant confirmation of the transaction in approximately 30 days. In most cases, you will not receive cash back if your transaction is made with an electronic wallet or through a third party or if the merchant uses a mobile or wireless card reader to process it – unless you perform the transaction using the PayForward eGift Card service. Online orders picked up in a store may not be eligible for cash back.

Purchases of gift cards from merchants on PayForward’s Online Shopping service are not eligible for PayForward rebates. Some merchants may exclude a number of other products from their cash back offering; you will not receive rebates from PayForward for the excluded items.

**14. Transaction Monitoring.** By registering a MasterCard or Visa payment card in connection with transaction monitoring, or by using your PayForward Prepaid Visa Debit Card, you authorize PayForward to share your payment card information with MasterCard and/or Visa so they know you enrolled. You authorize MasterCard and Visa to monitor transactions on your registered card(s) to identify qualifying purchases in order to determine whether you have qualified for or earned an offer linked to your payment card. You also authorize MasterCard and Visa to share such transaction details with PayForward so that PayForward can enable your card-linked offer(s) and target offers that may be of interest to you. To opt-out of transaction monitoring on the payment card(s) you have registered, log in to your account on PayForward.com and visit the Wallet page. Next, select each card you wish to opt-out of, and click “Unlink this Card.”

**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 PayForward, including, without limitation, Web sites of Merchants. PayForward’s provision of a link to any other Web site or Internet resource is for your convenience only and does not signify PayForward’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. PAYFORWARD SHALL NOT BE RESPONSIBLE FOR THE AVAILABILITY OF ANY THIRD-PARTY WEB SITES OR RESOURCES, AND PAYFORWARD 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, PAYFORWARD AND ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, PARTNERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, SUCCESSORS AND ASSIGNS, MASTERCARD, AND VISA U.S.A. INC., AND ITS AFFILIATES (REFERRED TO COLLECTIVELY AS THE "**PAYFORWARD PARTIES**" AND INDIVIDUALLY AS "**PAYFORWARD 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 PAYFORWARD 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:

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- 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 PAYFORWARD PARTY OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE IN THESE TERMS OF SERVICE.

THE PAYFORWARD 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 PAYFORWARD 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, PAYFORWARD, THE ISSUER, MASTERCARD, VISA U.S.A. INC., AND ITS AFFILIATES ("VISA"), 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 PAYFORWARD, 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 PAYFORWARD 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 PAYFORWARD WAS ADVISED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES).

- a. NONE OF PAYFORWARD, THE ISSUER, MASTERCARD, VISA, AND THE DISTRIBUTOR IS RESPONSIBLE FOR ANY PRODUCTS OR SERVICES OF ANY OTHER PAYFORWARD PARTICIPATING COMPANIES OR PARTNERS.
- b. IN MOST CASES, A MERCHANT WHOSE GIFT CARD OR PRODUCT OR SERVICE YOU ARE PURCHASING OR USING IS IN NO WAY AFFILIATED WITH PAYFORWARD, THE ISSUER, MASTERCARD, VISA, OR THE DISTRIBUTOR; NO GIFT CARD IS VALID FOR ANY PAYFORWARD, ISSUER, VISA, MASTERCARD OR DISTRIBUTOR PRODUCT OR SERVICE; AND NONE OF PAYFORWARD, THE ISSUER, MASTERCARD, VISA, AND THE DISTRIBUTOR SHALL HAVE ANY RESPONSIBILITY WITH RESPECT TO ANY GIFT CARD OR ANY PRODUCT OR SERVICE PURCHASED WITH ANY GIFT CARD OR OTHERWISE OBTAINED THROUGH PAYFORWARD, OTHER THAN AS EXPRESSLY PROVIDED IN

THESE PAYFORWARD TERMS AND CONDITIONS OR AS PROVIDED BY APPLICABLE LAW.

- c. NONE OF PAYFORWARD, THE ISSUER, MASTERCARD, VISA, AND THE DISTRIBUTOR IS RESPONSIBLE FOR ANY DAMAGE, THEFT, LOSS OR IMPAIRMENT OF USE OR VALUE OF YOUR PAYFORWARD-COMPATIBLE DEVICE OR ANY GIFT CARD THAT OCCURS IN CONNECTION WITH YOUR USE OF PAYFORWARD OR ACCEPTANCE OR USE ANY GIFT CARD.
- d. IN NO EVENT WILL PAYFORWARD'S, THE ISSUER'S, MASTERCARD'S, VISA'S, OR THE DISTRIBUTOR'S LIABILITY TO YOU EXCEED THE AMOUNT PAID BY YOU FOR ANY GIFT CARD OR OTHER PRODUCT OR SERVICE OBTAINED BY YOU THROUGH OR VIA PAYFORWARD.

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 PayForward 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 PayForward's liability shall be the minimum permitted under such applicable law.

18. **Indemnification.** You agree to indemnify, defend, and hold harmless the PayForward 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 PayForward, 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, or (d) acceptance or use of any Gift Card. PayForward 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 PayForward 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. For PayForward participants in the BlueEssentials<sup>SM</sup> rewards program, rewards can be used only toward copays, coinsurance, and out-of-pocket expenses for BlueEssentials<sup>SM</sup> members to use toward covered medical services; pharmacy is excluded.
20. **Termination.** PayForward 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.** PayForward reserves the right to modify or discontinue all or any part of the Service with or without notice to you. PayForward shall not be liable to you or any third party should PayForward exercise its right to modify or discontinue all or any part of the Service.
22. **Arbitration.** You and PayForward 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 PayForward 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 PayForward'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 PAYFORWARD WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

23. **General Provisions.** Under no circumstances will PayForward 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 PayForward 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 PayForward [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 PayForward and you regarding the Service, and the foregoing, as applicable, supersedes and replaces any prior agreements between PayForward and you regarding the Service.

Effective Date: April 30, 2021