

Accrue Terms of Use

Acceptance of the Terms of Use

These Terms of Use ("Terms" or "Agreement") are entered into by and between you, the customer ("You" or "Customer" or "User"), and Accrue Money, Inc. ("Accrue" or "We" or "Our" or "Company"). The following Terms and Conditions, together with any documents they expressly incorporate by reference (collectively, these "Terms of Use"), govern your access to and use of Accrue's software development kit and related services ("SDK" or "Service"), including any content, functionality, and services offered through the SDK when embedded in partner merchant applications ("Partner Apps").

Please read the Terms of Use carefully before you start to use the Service. By using the Service, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference.

If you do not agree to these Terms or the Privacy Policy, you must not access or use the Accrue Service.

This Service is offered and available to individuals who are 18 years of age or older and reside in the United States, including any of its territories or possessions. By using this Service, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the aforementioned eligibility requirements.

If you do not meet all of these requirements, you must not access the Accrue Service.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time at our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Service thereafter. Your continued use of the Service following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding to you.

Accessing the Service and Account Security

We reserve the right to withdraw or amend this Service (and any service or material we provide through the SDK) at our sole discretion and without notice. We will not be liable if for any reason all or any part

of the Service is unavailable at any time or for any period. From time to time, we may restrict access to some or all parts of the Service.

You are responsible for:

- Making all arrangements necessary for you to have access to the Service through Partner Apps
- Ensuring that all persons who access the Service through your account are aware of these Terms of Use and comply with them

The Service is accessed through Accrue's SDK embedded in Partner Apps. To access and use the Service, you may be asked to provide certain registration details or other personal information. It is a condition of your use of the Service that all the information you provide is correct, current, and complete. By agreeing to this Terms of Use and using our Service, you understand that all information you provide is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

Intellectual Property Rights

The Service and its entire contents, features, and functionality (including, but not limited to all information, software, text, displays, images, video, audio, and the design, selection, and arrangement thereof), are owned by the Company, its licensors, or other providers of such material and are protected by the United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Service for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material from our Service, except as follows:

- Your device may temporarily store copies of such materials in memory incidental to your accessing and viewing those materials through Partner Apps.
- You may store files that are automatically cached by the Partner App for display enhancement purposes.
- If we provide social media features with certain content, you may take actions that are enabled by those features.

This Terms of Use forbids you to do the following:

- Modify copies of any materials from this Service
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Service
- Access or use any part of the Service (including services or materials available via the Service) for any commercial purposes
- Attempt to reverse engineer, decompile, or disassemble the SDK or any part of the Service

If you breach any of these Terms of Use, your right to use the Service will cease immediately and you must, at our discretion, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Service or any content in the Service is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Service not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

The Company name, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use the aforementioned items without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans in this Service are the trademarks of their respective owners.

Prohibited Uses

You may use the Service only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Service:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- To transmit or procure the sending of any advertising or promotional material without our prior written consent, including but not limited to junk mail, chain letters, spam, or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another Customer, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Service, or which, as determined by us, may harm the Company or users of the Service or expose them to liability.
- In any manner that could disable, overburden, damage, or impair the Service or interfere with any other party's use of the Service.

Additionally, you agree not to:

- Use any robot or other automatic device, process, or means to access the Service for any purpose outside its intended use, including but not limited to monitoring or copying any of the material in the Service without prior written consent
- Use any manual process to monitor or copy any of the material in the Service or for any other unauthorized purpose without our prior written consent
- Use any device, software, or routine that interferes with the proper functionality of the Service

- Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Service, the server on which the Service is stored, or any server, computer, or database connected to the Service.
- Attack the Service via a denial-of-service (DoS) attack or a distributed denial-of-service attack (DDoS)
- Otherwise attempt to interfere with the functionality of the Service in any means not stated above.

Reliance on Information Posted

The information presented through the Service is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on Service information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other user of the Service, or by anyone who may be informed of any of its contents.

Changes to the Service

We may update the content of this Service from time to time, but its content is not necessarily complete or up-to-date. Any of the material in the Service may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Use of the Service

All information we collect through this Service is subject to our Privacy Policy. By using the Service, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Links from the Service

If the Service contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. Accrue has no control over the contents of those sites or resources, and accepts no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked from this Service, you do so entirely at your own risk, subject to the terms and conditions of use for their websites.

Geographic Restrictions

We provide this Service for use only by individuals physically located in the United States. We make no claims that the Service or any of its content is accessible or appropriate outside of the United States. Access to the Service may not be legal by certain individuals or in certain countries. If you access the Service from outside of the United States, you do so on your own volition and are responsible for compliance with all local and/or applicable laws.

Disclaimer of Warranties

By using this Service and accepting the Terms of Use, you understand that we cannot and do not guarantee or warrant that the Service will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output and for maintaining a means external to our Service for any reconstruction of any lost data. **To the fullest extent provided by law, we will not be liable for any loss or damage caused by a Distributed Denial-of-Service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the Service, use of any services or items obtained through the Service, or your interaction with any material accessed through the Service.**

Your use of the Service, its content, and any services or items obtained through the Service is at your own risk. The Service, its content, and any services or items obtained through the Service are provided on an "as is" and "as available" basis, without any warranties of any kind, either expressly or implied. Neither the company nor any person associated with the company makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the Service. Without limiting the aforementioned items, neither the Company nor anyone associated with the Company represents or warrants that the Service, its content, or any services or items obtained through the Service, will be accurate, reliable, error free, or uninterrupted, that defects will be corrected, that our Service or the server that makes it available are free of viruses or other harmful components, or that the Service or any services or items obtained through the Service will otherwise meet your needs or expectations.

To the fullest extent provided by law, the Company hereby disclaims all warranties of any kind, whether express or implied, statutory, or otherwise, including but not limited to any warranties of merchantability, non-infringement, and fitness for a particular purpose.

The foregoing law does not apply to any warranties that cannot be excluded or limited under applicable law.

Limitation on Liability

To the fullest extent provided by law, in no event shall the Company, its affiliates, or their licensors, service providers, employees, agents, officers, or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the Service, any applications containing the Service, any content in the Service, or such other applications, including but not limited to any direct, special, incidental, consequential, or punitive damages, including but not limited to personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business, loss of anticipated savings, loss of use, loss of goodwill, loss of data, whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable. The foregoing does not affect any liability that cannot be excluded or limited under applicable law.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Service. This is including, but not limited to any use of the Service's content, services, and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Service.

Governing Law and Jurisdiction

All matters relating to the Service, these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Service shall be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware in although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Waiver and Severability

No waiver of by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision

shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and the Company regarding the Service and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Service.

Your Comments and Concerns

All feedback, comments, requests for technical support, and other communications relating to the Service should be directed to: support@byaccrue.com.