

MCR Terms and Conditions

By accessing or using our Services, you agree to be bound by the terms and conditions of these Terms of Use (this "Agreement") and our Privacy Policy (the "Privacy Policy"). The terms "we," "us," or "our" mean My Click Rewards, LLC, a Florida limited liability company and its domestic legal subsidiaries and affiliates. The term "Services," means, collectively, various websites, applications, widgets, email notifications and other mediums, or portions of such mediums, through which you have accessed this Agreement. The website www.myclickrewards.com is sometimes referred to as "our website".

This Agreement contains an agreement to arbitrate all claims and disclaimers of warranties and liability.

Your Compliance with this Agreement. You acknowledge that this Agreement is supported by reasonable and valuable consideration, the receipt and adequacy of which is hereby acknowledged. Without limiting the foregoing, you acknowledge that such consideration includes, without limitation, your ability to visit, use and/or submit information to our Services.

You represent that you have the capacity to be bound by this Agreement, or if you are acting on behalf of a company or other entity, you have the authority to bind such company or entity. In order to determine your compliance with this Agreement, we may monitor your access and use of our Services in accordance with our Privacy Policy.

License and Ownership. We hereby grant to you the limited, nonexclusive right and license to use the Services all in accordance herewith and with such instructions and documentation as we may post on the Site or otherwise promulgate from time to time. At all times, the Services and all title and interest in the Site and Service shall remain the property of My Click Rewards, LLC. Nothing in these Terms transfers any rights to you except as expressly set forth herein.

Our Services are Not Intended for Minors. Our Services are intended to be accessed and used only by adults and are not directed to minors. As stated in our Privacy Policy we do not knowingly collect personally identifiable information by anyone under the age of 13 and you should not provide us with any information regarding any individual under the age of 13.

Your Access and Use of our Services. Your right to access and use our Services is personal to you and is not transferable by you to any other person or entity. You are only entitled to access

and use our Services for lawful purposes and pursuant to the terms and conditions of this Agreement and the Privacy Policy.

Your access and use of our Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of our Services or other actions that we, in our sole discretion, may elect to take. We reserve the right to suspend or discontinue the availability of our Services and/or any portion or feature of our Services at any time in our sole discretion and without prior notice.

Any action by you that, in our sole discretion: (i) violates the terms and conditions of this Agreement and/or the Privacy Policy; (ii) restricts, inhibits or prevents any access, use or enjoyment of our Services; or (iii) through the use of our Services, defames, abuses, harasses, offends or threatens, shall not be permitted, and may result in your loss of the right to access and use our Services. You shall not modify, scrape, embed, or frame our Services without our prior written permission.

Subject to the terms of this Agreement and the Privacy Policy, we may offer you various Services. Below are terms and conditions governing these Services.

You Must Maintain the Integrity of Your Information. To use certain Services, you may be required to provide us with information about you, which may be of a confidential nature and may include personal identifying information, medical and health history information, and/or financial information ("Your Information"). If you provide Your Information to us then you agree to provide true, current, complete and accurate information, and not to misrepresent your identity. You also agree to keep Your Information current and to update Your Information if any of Your Information changes. Our collection, use and disclosure of Your Information is governed by this Agreement and our Privacy Policy.

User Conduct/Anti-Spam. You agree to use our Service responsibly, with good judgment, and in a manner conforming at minimum to prevailing standards for internet etiquette. For example and without limitation, while using the Service you agree not to: (a) violate any applicable law or regulation; (b) infringe the rights of any third party, including without limitation, intellectual property, privacy, and contractual rights; (c) use information obtained through our Service for any unauthorized purpose; (d) interfere with or damage our Service, including without limitation through the use of viruses, bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing, forged electronic mail address information, means to reproduce or circumvent the navigational structure or presentation of the Service or its contents, or similar methods or technology; (e) use our Service to transmit, distribute, post, or submit any unauthorized information concerning any other person or entity, including without limitation photographs, personal contact information, or numbers of credit, debit, or calling cards or accounts; (f) use our Service in connection with the distribution of unsolicited commercial

email ("Spam") or advertisements; (g) stalk or harass any other user of our Service; (h) collect any information about any other user other than as customarily arises in the course of permitted use of our Service; (i) use our Service for any unauthorized commercial purpose; (j) impersonate any person or entity; (k) remove any copyright, trademark, or other proprietary right notices or legends contained in the Service; (l) modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile, or otherwise disassemble any portion of the Service or our Site or any software used on or for the Service; or (m) assist or facilitate any third party in doing any of the foregoing.

If you choose to communicate with other users, you must comply with all applicable laws and regulations including, without limitation, the federal CAN SPAM Act. Should a complaint be submitted against you for Spamming, My Click Rewards, LLC. will institute an investigation for Spamming activities. If My Click Rewards, LLC. determines that you have been Spamming in violation of these Terms, your use of the Service will automatically be terminated.

You Must Maintain the Security of Any Password Issued to You. If our Services require you to create a password to use certain portions of our Services, then it is your sole responsibility to maintain the security of that password. You agree that we shall not be liable for any loss that you may suffer as a result of the authorized or unauthorized use of your password by a third party. You shall not allow any person under the age of 18 to use any Service via your registration or password.

You Must Notify Us of a Breach. You agree to immediately notify us of any unauthorized use of your password, any unauthorized use of any account that you may have with us, any violation of this Agreement, or any other breach of security known to you in connection with any product or service available on our Services by sending an email to: contact@myclickrewards.com.

You Are Responsible for Your Financial Decisions. We and our affiliates, through the Services, may provide a venue through which you can obtain information and you can find third-party service providers, such as financial institutions, credit card providers, mortgage brokers, insurance brokers, insurance agents, discount program representatives and other insurance professionals ("Service Providers"). We do not endorse or recommend the products or services of any Service Provider, and are not an agent or advisor to you or any Service Provider. We do not validate or investigate the licensing, certification or other requirements and qualifications of Service Providers. It is your responsibility to investigate Service Providers. You acknowledge and agree that Service Providers are solely responsible for any services that they may provide to you and that we are not liable for any losses, costs, damages or claims in connection with, arising from, or related to, your use of a Service Provider's products or services. We urge you to obtain the advice of financial advisors, insurance agents, brokers or other qualified professionals who are fully aware of your individual circumstances before you make any

financial or insurance decisions. You acknowledge and agree that you rely on your own judgment and that of such advisors in selecting any products or services offered by Service Providers.

You Acknowledge and Agree that We are Not a Service Provider. We are not a financial institution, insurance provider or other Service Provider. Instead, we, through our Services, may help to connect you with Service Providers that might meet your needs based on information provided by you. We do not, and will not, make any coverage or credit decision with any Service Provider referred to you. We do not issue mortgages, credit cards, insurance coverage or any other financial products.

No Guarantee of Quotes, Fees, Terms, Rates, Coverage or Services. We do not make any warranties or representations regarding the quotes, fees, terms, rates, coverage or services offered or made available by Service Providers. We do not guarantee that quotes, fees, terms, rates, coverage or services offered by Service Providers are the best available.

You Do Not Pay Fees to Us for Basic Services. Unless you are a Service Provider or order a specific service through our Services, we do not charge you a fee to use our basic Services. Service Providers may pay us fees for services and to be matched with users of our Services, however. We are not involved with and are not responsible for any fee arrangement that you may enter into with any Service Provider. You acknowledge and agree to this compensation arrangement. You hereby release us of any and all losses, costs, damages or claims in connection with, arising from or related to your use of a Service Provider's products or services, including any fees charged by a Service Provider.

Requests for Quotes or Offers. Our Services may give you the opportunity to request to be matched with and receive quotes or offers from Service Providers (a "Match Request"). Portions of our Services providing this opportunity (the "Match Request Areas") are only available to residents of the United States, and may not be available in all states. Further:

1. We make no guarantee that you will be matched with a Service Provider if you submit a Match Request
2. If you make either a complete or incomplete Request, then you agree that Your Information provided in connection with your Match Request may be used and disclosed as set forth in the Privacy Policy. Without limiting anything in the Privacy Policy, you authorize Service Providers, and their affiliates and third-party service providers, to conduct all necessary research with your information, including checking your credit history, if applicable, for purposes of providing you with your Match Request.

3. If you make a Match Request, then you expressly authorize Service Providers and us to contact you by telephone, fax and email at the numbers and addresses provided in your Match Request, for purposes of providing you with the information, quotes, products and services indicated in your Match Request. You consent to receive telephone calls from Service Providers and us, even if the phone number that you provided on your Match Request is on any "Do Not Call" list. You also consent to Service Providers and us making recorded calls to remind you of deadlines or other issues in connection with your Match Request.

4. You are solely responsible for complying with applicable laws and regulations in connection with your use of any services offered by us or a Service Provider.

Fees and Payments. Access and use of our basic Services are free. At any time, we may choose to charge fees for various premium features and services, and we will notify you of those charges at the time that we offer features and services for a fee. We may, in our sole discretion, and by notifying you on our Services, change this policy and begin charging for access to our Services and other features and services, and we may, in our sole discretion, add, remove or change the features and services we offer or the fees (including the amount and type of fees) we charge at any time. If we introduce a new service or charge a new fee, we will establish and notify you of the fees for that service at the launch of the service or start of charging a new fee. If we notify you of new fees or changes to fees for an existing service, then you agree to pay all fees and charges specified and all applicable taxes for your continued use of the applicable service.

Consumer Disclosures

1. The Fair Credit Reporting Act allows you to obtain a disclosure from every credit reporting agency of the nature and substance of all information in your file at the time of the request. Full disclosure of information in your file at Equifax must be obtained directly from Equifax by logging on to https://help.equifax.com/app/answers/detail/a_id/15. The credit report you are requesting from us is not intended to constitute the disclosure of Equifax information required by the Fair Credit Reporting Act or similar state laws.

2. You are entitled to receive a disclosure directly from each of the consumer reporting agencies free of charge under the following circumstances:

You have been denied credit, insurance or employment within the past sixty (60) days as a result of your credit report;

You certify in writing that you are unemployed and intend to apply for employment in the 60-day period beginning on the date on which you made the certification;

You are a recipient of public welfare assistance;

You have reason to believe that your file at the agency contains inaccurate information due to fraud;

Annually at www.annualcreditreport.com.

Otherwise, the consumer reporting agency may impose a reasonable charge for the disclosure.

3. The Fair Credit Reporting Act permits you to dispute inaccurate or incomplete information in your credit file. You understand that accurate information cannot be changed.

4. You do not have to purchase your credit report or other information from us to dispute inaccurate or incomplete information in your Equifax file or to receive a copy of your Equifax consumer credit report.

5. Equifax Information Services, LLC provides a proprietary consumer disclosure that is different from the consumer credit report provided through this site. The disclosure report must be obtained directly from Equifax. Consumers residing in the States of Colorado, Massachusetts, Maryland, New Jersey, and Vermont may receive a free copy of their consumer credit report once per year and residents of the State of Georgia may receive two copies per year.

Payment and Order Validation; Sales Tax. Some of our products, such as credit and/or identity theft protection products and services require payment via a valid credit or debit card. By purchasing such products and services and providing payment information, you represent that you are authorized to utilize the payment method presented. Furthermore, you agree and authorize us to: (i) submit a transaction using the card information provided, and (ii) in the case of automatic recurring transactions, submit a transaction on a monthly or annual basis for membership renewals. We accept all major credit cards. At present, this includes Visa®, MasterCard®, American Express® and Discover®. We may pre-authorize your credit card at the time you place an order, which may have an effect on your available credit line. Upon processing your order, we will charge your credit card in full. We reserve the right to verify your method of payment and may reject any order you place with us for any reason. If we reject your order, we will attempt to notify you by e-mail. Your credit card will normally not be charged if we reject your order. In the event that your credit card is charged before we reject your order, we will process a refund. In certain jurisdictions sales tax at state and local rates may apply, in which case you will be charged applicable taxes. As part of our order process, we will send you an electronic receipt to your e-mail account of record.

Order Limitations. The services provided through our website are for personal use only. Using any of the services or information provided from our website for commercial uses is strictly prohibited. Services provided through this Web site are limited to residents in the United States.

Return Policy; Order Disputes. Unless otherwise indicated, all orders made through our website are non-refundable. Questions regarding your orders or disputes regarding charges to your credit card should be directed to us by e-mail at contact@myclickrewards.com or by writing to

us at My Click Rewards, LLC 560 Peoples Plaza #505, Newark, DE 19702.

Your Rights Under State and Federal Law

You have a right to dispute inaccurate information in your credit report by contacting the credit bureau directly. However, neither you nor any "credit repair" company or credit repair organization has the right to have accurate, current, and verifiable information removed from your credit report. The credit bureau must remove accurate, negative information from your report only if it is over 7 years old. Bankruptcy information can be reported for 10 years. You have a right to obtain a copy of your credit report from a credit bureau. You may be charged a reasonable fee. There is no fee, however, if you have been turned down for credit, employment, insurance, or a rental dwelling because of information in your credit report within the preceding 60 days. The credit bureau must provide someone to help you interpret the information in your credit file. You are entitled to receive a free copy of your credit report if you are unemployed and intend to apply for employment in the next 60 days, if you are a recipient of public welfare assistance, or if you have reason to believe that there is inaccurate information in your credit report due to fraud.

You have a right to sue a credit repair organization that violates the Credit Repair Organization Act. This law prohibits deceptive practices by credit repair organizations.

You have the right to cancel your contract with any credit repair organization for any reason within 3 business days from the date you signed it.

Credit bureaus are required to follow reasonable procedures to ensure that the information they report is accurate. However, mistakes may occur.

You may, on your own, notify a credit bureau in writing that you dispute the accuracy of information in your credit file. The credit bureau must then reinvestigate and modify or remove inaccurate or incomplete information. The credit bureau may not charge any fee for this service. Any pertinent information and copies of all documents you have concerning an error should be given to the credit bureau.

If the credit bureau's reinvestigation does not resolve the dispute to your satisfaction, you may send a brief statement to the credit bureau, to be kept in your file, explaining why you think the record is inaccurate. The credit bureau must include a summary of your statement about disputed information with any report it issues about you.

The Federal Trade Commission regulates credit bureaus and credit repair organizations. For more information contact: The Public Reference Branch Federal Trade Commission
Washington, D.C. 20580

Public Forums. Our Services may act as a venue, through blogs, messaging, chat rooms, bulletin boards and other forums (collectively, the "Forums"), allowing the users to contribute information and make statements ("User Generated Content"). Neither we nor our advertisers are involved in the actual transmission of User Generated Content provided for in the Forums. As a result, neither we nor our advertisers approve or endorse any User Generated Content in the Forums, and you hereby acknowledge and agree that neither we nor our advertisers have

control over the User Generated Content submission's quality, correctness, timeliness, safety, truth, accuracy or legality by you or any other person or entity in the Forums. You may find User Generated Content posted in the Forums by other users to be offensive, harmful, inaccurate or deceptive. Please use caution and common sense, and do not rely solely on User Generated Content published in the Forums. It is neither our nor our advertisers' responsibility to ensure all posts and questions submitted on the Forums are answered. Without limiting the generality of the foregoing, and although we do not regularly review User Generated Content provided for in the Forums, we reserve the right (but not the obligation) to remove or edit any User Generated Content in the Forums, for any reason or no reason, in our sole discretion.

Immediately report problems with the Forums to us at contact@myclickrewards.com.

Transmissions, Submissions and Postings to our Services. If you transmit, submit or post information to our Services that is not Federally trademarked and/or copyrighted, you automatically grant us and our assigns the worldwide, fully-paid, royalty-free, exclusive right and license to use, copy, format, adapt, publish and/or incorporate any or all such information in any media whatsoever, including, without limitation, the Content (as defined below). Provided that you have obtained prior written permission from us to transmit, submit or post information to our Services that is Federally trademarked and/or copyrighted, you automatically grant us and our assigns the worldwide, fully-paid, royalty-free right to use, copy, format, adapt, publish and/or incorporate any or all such information in any media whatsoever, including, without limitation, the Content.

You shall not transmit, submit or post the following to our Services:

Information that infringes our or any third party's copyright, patent, trademark, trade secret or other proprietary rights;

Information that violates any law, statute, ordinance or regulation;

Information that is trade libelous, unlawfully threatening, unlawfully harassing, defamatory, obscene, explicit or vulgar, or otherwise injurious to us or third parties or that infringes on our or any third party's rights of publicity or privacy;

Information that contains any viruses, worms, Trojan horses, trap doors, back doors, easter eggs, time bombs, cancelbots or other code or computer programming routines that contain contaminating or destructive properties or that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;

Information containing or constituting chain letters, mass mailings, political campaigning, or any form of "spam";

Information that is false, inaccurate or misleading;

Commercial advertisements or solicitations without our written permission; or

Federally trademarked and/or copyrighted information without our prior written permission.

Although we do not regularly review your transmissions, submissions or postings, we reserve the right (but not the obligation) to edit, refuse to post or remove your transmissions,

submissions or postings. Pursuant to the Privacy Policy, we may review transmissions, submissions or postings made by you to determine, in our sole discretion, your compliance with this Agreement.

You are solely responsible for all your transmissions, submissions or postings (i.e., your own User Generated Content) and the consequences of transmitting, submitting or posting them.

Our Intellectual Property Rights. Our names, graphics, logos, page headers, button icons, scripts, and service names are our trademarks or trade dress in the United States and/or other countries (collectively, the "Proprietary Marks"). You may not use the Proprietary Marks without our prior written permission. We make no proprietary claim to any third-party names, trademarks or service marks appearing on our Services. Any third-party names, trademarks, and service marks are property of their respective owners.

The information, advice, data, software and content viewable on, contained in, or downloadable from our Services (collectively, the "Content"), including, without limitation, all text, graphics, charts, pictures, photographs, images, videos, line art, icons and renditions, are copyrighted by, or otherwise licensed to, us or our Content suppliers. We also own a copyright of a collective work in the selection, coordination, arrangement, presentation, display and enhancement of the Content (the "Collective Work"). All software used on or within our Services (the "Software") is our property or the property of our software vendors and is protected by United States and international copyright laws. Viewing, reading, printing, downloading or otherwise using the Content and/or the Collective Work does not entitle you to any ownership or intellectual property rights to the Content, the Collective Work, or the Software.

You are solely responsible for any damages resulting from your infringement of our or any third-party's intellectual property rights regarding the Trademarks, the Content, the Collective Work, the Software and/or any other harm incurred by us or our affiliates as a, direct or indirect, result of your copying, distributing, redistributing, transmitting, publishing or using the same for purposes that are contrary to the terms and conditions of this Agreement.

Your Use of the Content. We grant you a limited license to access, print, download or otherwise make personal use of the Content and the Collective Work in the form of: (i) one machine-readable copy; (ii) one backup copy; and (iii) one print copy, for your non-commercial use; provided, however, that you shall not delete any proprietary notices or materials with regard to the foregoing manifestations of the Content and the Collective Work. You may not modify the Content or the Collective Work or utilize them for any commercial purpose or any other public display, performance, sale, or rental, decompile, reverse engineer, or disassemble the Content and the Collective Work, or transfer the Content or the Collective Work to another person or entity.

Except as otherwise permitted under the copyright laws of the United States, no other copying, distribution, redistribution, transmission, publication or use, other than the non-commercial use of the Content and the Collective Work as permitted by this Agreement, is permitted by you without our prior written permission.

You may not use any meta tags or any other "hidden text" utilizing our name or trademarks without our prior written permission.

Access and Interference. You agree that you will not use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor our Services or any portion of our Services or for any other purpose, without our prior written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) copy, reproduce, modify, create derivative works from, distribute or publicly display any content (except for your personal information) from our Services without our prior written permission and the appropriate third party, as applicable; (iii) interfere or attempt to interfere with the proper working of our Services or any activities conducted on our Services; or (iv) bypass any robot exclusion headers or other measures we may use to prevent or restrict access to our Services. Notwithstanding the foregoing, we grant the operators of public search engines permission to use spiders to copy materials from our Services for the sole purpose and solely to the extent necessary for creating publicly available search indices of the materials on our Services, but not caches or archives of such materials. We reserve the right to revoke these exceptions either generally or in specific cases. Except as expressly permitted in this Agreement, you shall not collect or harvest any personally identifiable information, including account names, from our Services. You shall not use any communication systems provided on our Services (such as Forums or email) for any commercial or solicitation purposes. You shall not solicit for commercial purposes any users of our Services without our prior written permission.

Electronic Communications. When you visit our Services or send email to us, you are communicating with us electronically. You consent to receive communications from us electronically. Although we may choose to communicate with you by regular mail, we may also choose to communicate with you by email or by posting notices on our Services. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Your Responsibility for Equipment and Related Costs. You are responsible for obtaining and maintaining all telephone, computer hardware, Internet access services and other equipment or services needed to access and use our Services, and all costs and fees associated with Internet access or long distance charges incurred with regard to your access and use of our Services.

Third Party Links or Access. There may be provided on our Services links or access to other websites or mediums belonging to our advertisers, business partners, affiliates, Service Providers and other third parties. For example, we may obtain your credit report from Equifax or other credit reporting agencies. Such links and access do not constitute our endorsement of those third parties, nor the products or services of those third parties. We are not responsible for the activities or policies of those third parties. We are not responsible for examining or evaluating any third party products or services and we do not warrant their offerings. We do not guarantee that the terms or rates offered by any particular advertiser, business partner, affiliate, Service Provider or other third party on or through our Services are the best terms or lowest rates available in the market.

Mobile Devices. If we provide aspects of our Services via an application for your mobile or other device, please be aware that your carrier's normal rates and fees may apply and that the terms of this Agreement and other agreements within the application apply to your use of such application.

Copyright Infringement. It is our policy to comply with the Digital Millennium Copyright Act, title 17, United States Code, Section 512, including, without limitation, responding to notices of alleged copyright infringement, and other applicable intellectual property laws. We shall, in appropriate circumstances, disable and/or terminate the accounts of users who may infringe or repeatedly infringe the copyrights or other intellectual property rights of ours and/or others.

Notifications (each a "Notification") of claimed copyright infringement should be sent by either express mail or U.S. mail to our designated agent. Our designated agent contact information is set forth below:

Address of designated agent to which notification should be sent:

My Click Rewards, LLC 560 Peoples Plaza #505, Newark, DE 19702

Facsimile number of designated agent:

Email address of designated agent:

Pursuant to Title 17, United States Code, Section 512(c)(3), to be effective, the Notification must include the following:

A physical or electronic signature of a person authorized to act on behalf of the owner ("Complaining Party") of an exclusive right that is allegedly infringed;
Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted

works at a single online site are covered by a single Notification, a representative list of such works at that site;

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

Information reasonably sufficient to permit us to contact the Complaining Party, such as an address, telephone number, and if available, an electronic mail address at which the Complaining Party may be contacted;

A statement that the Complaining Party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

A statement that the information in the Notification is accurate, and under penalty of perjury, that the Complaining Party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receipt of the Notification containing the information as outlined in 1 through 6 above, and pursuant to Title 17, United States Code, Section 512:

We will remove or disable access to the material that is alleged to be infringing;

We will forward the Notification to the alleged infringer ("Subscriber"); and

We will take reasonable steps to promptly notify the Subscriber that we have removed or disabled access to the material.

Counter Notification: Pursuant to Title 17, United States Code, Section 512(g)(3), a Subscriber may counter a Notification by providing a written communication ("Counter Notification") to our designated agent that includes substantially the following:

A physical or electronic signature of the Subscriber;

Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;

A statement under penalty of perjury that the Subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and

The Subscriber's name, address, and telephone number, and a statement that the Subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the Subscriber's address is outside of the United States, for any judicial district in which we may be found, and that the Subscriber will accept service of process from the person who provided the Counter Notification or an agent of such person

Upon receipt of a Counter Notification containing the information as outlined in 1 through 4 above, and pursuant to Title 17, United States Code, Section 512:

We will promptly provide the Complaining Party with a copy of the Counter Notification;

We will inform the Complaining Party that we will replace the removed material or cease disabling access to the removed material within ten (10) business days; and

We will replace the removed material or cease disabling access to the removed material not less than ten (10), nor more than fourteen (14) business days following receipt of the Counter

Notification, provided our designated agent has not received notice from the Complaining Party that an action has been filed seeking a court order to restrain the Subscriber from engaging in infringing activity relating to the removed material on our network or system.

We Make No Representations or Warranties Regarding the Content. THE CONTENT AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH OUR SERVICES ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF OUR SERVICES OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON OR ASSOCIATED WITH OUR SERVICES. YOU EXPRESSLY AGREE THAT YOUR USE OF OUR SERVICES AND ALL PRODUCTS AND SERVICES INCLUDED ON OR ASSOCIATED WITH OUR SERVICES IS AT YOUR SOLE RISK.

WE DO NOT MAKE, AND EXPRESSLY DISCLAIM, ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, CORRECTNESS, OR COMPLETENESS OF THE CONTENT OR THE SERVICES AND PRODUCTS ASSOCIATED WITH OUR SERVICES, OR THE SAFETY, RELIABILITY, TITLE, TIMELINESS, COMPLETENESS, MERCHANTABILITY, CONFORMITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE CONTENT OR THE SERVICES AND PRODUCTS ASSOCIATED WITH OUR SERVICES. IT IS YOUR SOLE RESPONSIBILITY TO INDEPENDENTLY EVALUATE THE ACCURACY, CORRECTNESS OR COMPLETENESS OF THE CONTENT AND THE SERVICES AND PRODUCTS ASSOCIATED WITH OUR SERVICES. WE MAKE NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE FOR DOWNLOADING FROM OUR SERVICES IS FREE OF INFECTION FROM ANY VIRUSES, WORMS, TROJAN HORSES, TRAP DOORS, BACK DOORS, EASTER EGGS, TIME BOMBS, CANCELBOTS OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, DETRIMENTALLY INTERFERE WITH, SURREPTITIOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION. WE DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING ANY QUOTES OR OFFERS PROVIDED ON OR THROUGH OUR SERVICES.

WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE AND AGREE THAT WE ARE NOT A FINANCIAL INSTITUTION, INSURANCE PROVIDER, CREDIT CARD PROVIDER OR OTHER SERVICE PROVIDER. YOU ACKNOWLEDGE AND AGREE THAT WE ARE SOLELY AN INTERMEDIARY BETWEEN YOU AND SUCH SERVICE PROVIDERS AND, THEREFORE, WE EXPRESSLY DISCLAIM ANY AND ALL LIABILITY FOR ANY CONTENT, PRODUCTS OR SERVICES PROVIDED BY SUCH SERVICE PROVIDERS.

The Content is intended only to assist you with financial decisions and is broad in scope and does not consider your personal financial situation. Your personal financial situation is unique and the information and advice may not be appropriate for your situation. Accordingly, before

making any final decisions or implementing any financial strategy, we recommend that you obtain additional information and advice of your accountant and other financial advisors who are fully aware of your individual circumstances.

Our Services are controlled and offered by us from our facilities in the United States of America. We make no representations that our Services are appropriate or available for use in other jurisdictions. If you access or use our Services from other jurisdictions, then you do so by your own volition and are solely responsible for compliance with local law.

Limitations on Our Liability. WE SHALL IN NO EVENT BE RESPONSIBLE TO, OR LIABLE TO, YOU, OR ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES THAT INCLUDE, BUT ARE NOT LIMITED TO, DAMAGES FOR ANY LOSS OF PROFIT, REVENUE OR BUSINESS, AS A DIRECT OR INDIRECT RESULT OF: (I) YOUR BREACH OR VIOLATION OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; (II) YOUR ACCESS AND USE OF OUR SERVICES; (III) YOUR DELAY IN ACCESSING OR INABILITY TO ACCESS OR USE OUR SERVICES FOR ANY REASON; (IV) YOUR DOWNLOADING OF ANY OF THE CONTENT OR THE COLLECTIVE WORK FOR YOUR USE; (V) YOUR RELIANCE UPON OR USE OF THE CONTENT OR THE COLLECTIVE WORK, OR (VI) ANY INFORMATION, SOFTWARE, PRODUCTS OR SERVICES OBTAINED THROUGH OUR SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF OUR SERVICES, WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WE AND/OR OUR SUPPLIERS HAD BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. OUR LIABILITY AND THE LIABILITY OF OUR AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, SHAREHOLDERS, REPRESENTATIVES, AND AGENTS ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED \$100.

YOU SPECIFICALLY ACKNOWLEDGE THAT WE SHALL NOT BE LIABLE FOR USER GENERATED CONTENT OR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY, AND THAT THE RISK OF HARM OR DAMAGE FROM SUCH USER GENERATED CONTENT AND THIRD-PARTY CONDUCT RESTS ENTIRELY WITH YOU.

YOU AND US AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO OUR SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions or limitations may not apply to you.

In the event that any limitation on the period of time for bringing an action, claim, dispute or proceeding against us, located in this "Limitations on Our Liability" section, is determined or held to be inapplicable or unenforceable by any court, arbitration panel or other tribunal, then the statute of limitations for the State of Florida, including but not limited to Florida Statutes Section 95, shall apply to any such action, claim, dispute or proceeding referred to final or binding arbitration.

Your Indemnification of Us. You shall defend, indemnify and hold harmless us and our officers, directors, shareholders, employees, independent contractors, agents, representatives and affiliates from and against all claims and expenses, including, but not limited to, attorneys' fees, arising out of, or attributable to: (i) any breach or violation of this Agreement by you; (ii) your failure to provide accurate, complete and current personally identifiable information requested or required by us; (iii) your access or use of our Services; (iv) access or use of our Services under any password that may be issued to you; (v) your transmissions, submissions or postings (i.e., your own User Generated Content); and/or (vi) any personal injury or property damage caused by you.

Amendments of this Agreement. We reserve the right to update, amend and/or change this Agreement at any time in our sole discretion and without notice. Updates to this Agreement will be posted here. Amendments will take effect immediately upon us posting the updated Agreement on our Services. You are encouraged to revisit this Agreement from time to time in order to review any changes that have been made. The date on which this Agreement was last updated will be noted immediately above this Agreement. Your continued access and use of our Services following the posting of any such changes shall automatically be deemed your acceptance of all changes.

Termination. You agree that we, in our sole discretion, may terminate your access to our Service for any reason or no reason, including without limitation your breach of these Terms. You agree that any termination of your access to our Service may be effected without prior notice, and you acknowledge and agree that we may immediately deactivate or delete any of your accounts and all related information and files in such accounts, and bar any further access to such files or our Service. You agree that we will not be liable to you or any third party for any loss or damages of any kind resulting from any termination of your access to our Service. To voluntarily terminate your access to the Service at any time via our Site, simply follow the directions provided on the Site. If for some reason you cannot login, you may terminate your account by sending us written or email notice of termination. Written notice should be sent to My Click Rewards, LLC 560 Peoples Plaza #505, Newark, DE 19702.

Our Remedies. You acknowledge that we may be irreparably damaged if this Agreement is not specifically enforced, and damages at law would be an inadequate remedy. Therefore, in the

event of a breach or threatened breach of any provision of this Agreement by you, we shall be entitled, in addition to all rights and remedies, to an injunction restraining such breach or threatened breach, without being required to show any actual damage or to post an injunction bond, and/or to a decree for specific performance of the provisions of this Agreement. For purposes of this Section, you agree that any action or proceeding with regard to such injunction restraining such breach or threatened breach shall be brought in the courts of record of Palm Beach County, Florida, or the United States District Court, Southern District of Florida. You consent to the jurisdiction of such court and waive any objection to the laying of venue of any such action or proceeding in such court. You agree that service of any court paper may be effected on such party by mail or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

Legal Disputes. You and we agree that any claim or dispute at law or equity that has arisen or may arise between us relating in any way to or arising out of this or previous versions of this Agreement, your use of or access to the Services will be resolved in accordance with the provisions set forth in this Legal Disputes section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.

Applicable Law. You agree that the laws of the State of Florida, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between you and us, except as otherwise stated in this Agreement.

Agreement to Arbitrate. You and we each agree that any and all disputes or claims that have arisen or may arise between you and us relating in any way to or arising out of this or previous versions of this Agreement, your use of or access to our Services, or any products or services sold, offered, or purchased through our Services shall be resolved exclusively through final and binding arbitration, rather than in court, except that you may assert claims in small claims court, if your claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate section (this "Agreement to Arbitrate").

1. Prohibition of Class and Representative Actions and Non-Individualized Relief

YOU AND WE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND US AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED

BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OUR OTHER USERS.

2. Arbitration Procedures

Arbitration is more informal than a lawsuit in court. There is no judge or jury in arbitration, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. An arbitrator should apply the terms of this Agreement as a court would.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement to Arbitrate, any part of it, or of this Agreement including, but not limited to, any claim that all or any part of the Agreement to Arbitrate or this Agreement is void or voidable.

The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules are available at www.adr.org. A form for initiating arbitration proceedings is available on the AAA's site at <http://www.adr.org>.

The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, you or we may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and us subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. Attendance at an in-person hearing may be made by telephone by you and/or us, unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of Florida, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving our other users, but is bound by rulings in prior arbitrations involving the same user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

3. Costs of Arbitration

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If the value of the relief sought is \$10,000 or less, at your request, we will pay all filing, administration, and arbitrator fees associated with the arbitration. Any request for payment of fees by us should be submitted by mail to the AAA along with your Demand for Arbitration and we will make arrangements to pay all necessary

fees directly to the AAA. If the value of the relief sought is more than \$10,000 and you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of the filing, administration, and arbitrator fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse us for all fees associated with the arbitration paid by us on your behalf, which you otherwise would be obligated to pay under the AAA's rules.

4. Severability

With the exception of any of the provisions in Section 1 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), if an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If an arbitrator or court decides that any of the provisions in Section 1 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief") is invalid or unenforceable, then the entirety of this Agreement to Arbitrate shall be null and void. The remainder of the Agreement and its Legal Disputes Section will continue to apply.

5. Future Changes to the Agreement to Arbitrate

Notwithstanding any provision in the Agreement to the contrary, you and we agree that if we make any change to this Agreement to Arbitrate (other than a change to any notice address or site link provided herein) in the future, that change shall not apply to any claim that was filed in a legal proceeding against us prior to the effective date of the change. The change shall apply to all other disputes or claims governed by the Agreement to Arbitrate that have arisen or may arise between you and us. We will notify you of changes to this Agreement to Arbitrate by posting the amended terms on our Services at least 30 days before the effective date of the changes and/or by email.

Judicial Forum for Legal Disputes

Unless you and we agree otherwise, in the event that the Agreement to Arbitrate above is found not to apply to you or to a particular claim or dispute as a result of a decision by the arbitrator or a court order, you agree that any claim or dispute that has arisen or may arise between you and us must be resolved exclusively by a state or federal court located in Palm Beach County, Florida. You and us agree to submit to the personal jurisdiction of the courts located within Palm Beach County, Florida for the purpose of litigating all such claims or disputes. You also agree that: (i) our Services shall be deemed solely based in the State of Florida; and (ii) our Services shall be deemed passive Services that do not give rise to personal jurisdiction over us and our assigns, either specific or general, in jurisdictions other than the State of Florida.

Miscellaneous. If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from this Agreement.

The headings contained in this Agreement are for convenience of reference only, are not to be considered a part of this Agreement, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

All covenants, agreements, representations and warranties made in this Agreement, as may be amended by us, from time to time, shall survive your acceptance of this Agreement and the termination of this Agreement.

This Agreement and the Privacy Policy represent the entire understanding and agreement between you and us regarding the subject matter of the same, and supersede all other previous agreements, understandings and/or representations regarding the same.

If you have questions, comments, concerns or feedback regarding this Agreement or our Services, please contact us at contact@myclickrewards.com.