

## Website Terms and Privacy Statement

**PLEASE READ THESE SITE TERMS OF USE AND PRIVACY STATEMENT CAREFULLY BEFORE ACCESSING OR USING THIS WEBSITE. DO NOT USE THE WEBSITE IF YOU DO NOT AGREE TO THESE TERMS.**

Last Updated: July 17, 2019

The following Site Terms of Use ("Terms of Use") govern your access to and use of websites owned and operated by Cascade Financial Technology Corp and marketed by VamosPay Prepaid Mastercard® and their subsidiaries and affiliated companies ("Cascade", "we", "us" or "our"), including any content, functionality, products and services offered on or through such websites (collectively, the "Services"). Please note that if you are a cardholder, these Terms of Use are not intended to, and do not, modify or alter the terms of your Deposit Account Agreement or Cardholder Agreement, as applicable, which governs your use of your prepaid and/or debit card ("Card"). By accessing or using the Services, whether via computer, mobile device or other technology, you represent that you are 18 years of age or older and you have read and agree to be bound by these Terms of Use in their entirety and all applicable laws, rules and regulations governing your use of the Services. These Terms of Use may be amended by posting a new version on our Services which version will be effective upon posting. If you do not agree to the new version of these Terms of Use, do not use the Services.

### **Privacy**

To access the Services or some of the resources offered, you may be asked to provide certain personal information and non-personal information. It is a condition of your use of the Services that all the information you provide is correct, current and complete. Your use of the Services is governed by our Technology Privacy Statement and if applicable, the Privacy Policy applicable to your Card or other product or service, which explain how we collect, store, share or otherwise use your personal information and non-personal information, and you consent to all actions we take with respect to your information consistent with our Technology Privacy Statement and Privacy Policy.

### **Registration; Accounts**

As a condition of using certain aspects of the Services, you may be required to register for an account ("Account"). To register for an Account, you will: (1) provide true, accurate and complete information about yourself in the registration form; (2) maintain and promptly update such information; and (3) establish a username and password which you will keep secure. You agree not to provide access to your Account together with your user username and password to others. You are solely responsible for protecting the security of your Account on your device. We shall have no liability associated with or arising from your failure to maintain accurate registration information. You are responsible for all use of your Account and for ensuring that use of or access to your Account complies fully with these Terms of Use.

### **Proprietary Rights; Use of Content**

The Services are owned and operated by us or its affiliates, clients, licensors and/or third party service providers (the "Cascade Parties") and unless otherwise indicated, all designs, text, images, videos, graphics, software and other content and materials appearing in the Services (collectively, "Content") are the property of Cascade or the Cascade Parties, and protected, without limitation, by U.S. and foreign copyright, trademark and other intellectual property laws. All trademarks, service marks, trade names, logos and other indicia of origin (collectively, "Marks") appearing on the Services are the property of Cascade or the Cascade Parties. You may not make any use of any Content or Marks without the prior written consent of Cascade. No Content from the Services may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way.

**Your Conduct**

In using or accessing the Services you agree: (1) not to use the Services or any of the Content contained herein, for any unlawful or fraudulent purpose; (2) not to “spam” others or “phish” for others' personal information; (3) not to create or use a false identity; (4) not to disrupt or interfere with the security of, “deeplink”, attempt to obtain unauthorized access to or otherwise abuse, the Services or affiliated or linked websites; (5) not to disrupt or interfere with any other user’s enjoyment of the Services; (6) not to use, frame or utilize framing techniques to enclose any Marks or other proprietary information (including Content); (7) not to use meta tags or any other “hidden text” utilizing a Mark ; and (8) not to use the Services in a manner that is defamatory, inaccurate, profane, threatening, invasive of a person's privacy, violates any third party proprietary rights, or is in violation of any law or regulation.

**Third Party Websites and Services**

The Services may contain links to third party websites and services, over which we have no control. You acknowledge and agree that we do not endorse, verify, or make any representations regarding these third-party websites and services and is not responsible for the availability of, and any liability arising from, any such third-party websites and services. We are not liable to you or any other party for any loss or damage which may be incurred by you as a result of these third-party websites and services. It is recommended that you carefully review any terms of use and privacy policy of any linked third-party website before providing any information to that website or using its products and services.

**Termination; Modification**

We reserve the right, without notice and at its sole discretion, to suspend or terminate your ability to access or use the Services, and to block or prevent future access to and use of the Services for any reason. We may, in our sole discretion, terminate, change, modify, suspend, make improvements to or discontinue any or all aspects of the Services, temporarily or permanently, at any time with or without notice to you. You agree that we shall not be liable to you or to any third party for any such modification, suspension or discontinuance.

**Disclaimer**

THE CASCADE PARTIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS (COLLECTIVELY, THE “CASCADE PARTNERS”) MAKE NO REPRESENTATION OR WARRANTY IN CONNECTION WITH THE SERVICES OR CONTENT, ALL OF WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CASCADE PARTNERS HEREBY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH RESPECT TO THE SERVICES, CONTENT AND ANY THIRD-PARTY WEBSITE OR SERVICE. THE CASCADE PARTNERS DO NOT WARRANT THAT THE SERVICES OR CONTENT WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SERVICES OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT TRANSMISSIONS OR DATA WILL BE SECURE, OR THAT THIS CONTENT, SERVICES OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE CASCADE PARTNERS DO NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES OR ANY CONTENT IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

The Cascade Partners will not be responsible for any delay, failure in performance or interruption of service, resulting directly or indirectly from acts of God, acts of civil or military authorities, civil disturbances, terrorism, wars, strikes or other labor disputes, fires, transportation contingencies, interruptions in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophes or any other occurrences which are beyond the Cascade Partners' reasonable control.

**Limitation of Liability**

IN NO EVENT AND UNDER NO CAUSE OF ACTION, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, SHALL ANY OF THE CASCADE PARTIES BE LIABLE TO YOU OR ANY THIRD

PARTY FOR ANY DAMAGES, CLAIMS OR LOSSES INCURRED (INCLUDING, WITHOUT LIMITATION, COMPENSATORY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES), HOWEVER CAUSED, AND UNDER ANY THEORY OF LIABILITY, EVEN IF A CASCADE PARTNER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS OR LOSSES, ARISING IN CONNECTION WITH: (1) THE SERVICES; (2) YOUR USE OR INABILITY TO USE THE SERVICES OR CONTENT; (3) ANY THIRD PARTY WEBSITE OR SERVICE USED IN CONNECTION WITH OR AVAILABLE THROUGH THE SERVICES; (4) UNAUTHORIZED ACCESS TO OR ALTERATION OR LOSS OF YOUR TRANSMISSIONS OR DATA OR OTHER INFORMATION THAT IS SENT OR RECEIVED IN CONNECTION WITH THE SERVICES; OR (5) ERRORS, SYSTEM DOWNTIME, NETWORK OR SYSTEM OUTAGES, FILE CORRUPTION OR SERVICE INTERRUPTIONS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE CUMULATIVE LIABILITY OF THE CASCADE PARTNERS TO YOU ARISING FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU FOR ACCESS TO THE SERVICES. IF NO AMOUNTS WERE PAID, YOUR SOLE REMEDY UNDER THESE TERMS OF USE SHALL BE TO DISCONTINUE ANY USE OF THE SERVICES.

#### **Indemnification**

You agree to indemnify, defend and hold harmless the Cascade Partners from and against any actual or alleged claims, demands, causes of action, judgments, damages, losses, liabilities, and all costs and expenses of defense (including, without limitation, reasonable attorneys' and other legal fees and costs) arising out of or relating to: (1) your violation of these Terms of Use or any law, rule or regulation; (2) your use of the Services or any Content; (3) loss of any data or account information; and (4) any material sent by you to Cascade. You will cooperate as fully and reasonably as required by Cascade in the defense of any claim. Cascade reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of Cascade.

#### **Governing Law**

These Terms of Use shall be exclusively governed by and construed in accordance with the laws of the State of Nevada excluding conflicts of law rules. Any dispute arising from these Terms of Use or the Services shall be resolved in the state or federal courts residing in Clark County, Nevada and you irrevocably agree to the jurisdiction of such courts. Cascade makes no representation that Content contained in the Services is appropriate or available for use in jurisdictions outside the United States, or that the Terms of Use comply with the laws of any other country. If any provision of these Terms of Use is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

#### **Export Control**

The supply of goods, services and software through the Services is subject to United States export control and economic sanctions requirements. By acquiring any such items through the Services, you represent and warrant that your acquisition comports with and your use of the item will comport with those requirements. Without limiting the foregoing, you may not acquire goods, services or software through the Services if: (1) you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan or Syria or if you are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List or Entity List or (2) you intend to supply the acquired goods, services or software to Cuba, Iran, North Korea, Sudan or Syria (or a national or resident of one of these countries) or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List, or Entity List.

**Assignment**

You will not assign (including without limitation by operation of law, change of control or otherwise) your rights or licenses to the Services provided under these Terms of Use, either in whole or in part, without the prior written consent of Cascade, and any attempted assignment contrary to the foregoing will be void and have no effect. We may assign all or a portion of our rights under these Terms of Use.

**Waiver and Severability**

No waiver of by Cascade of any term or condition set forth 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 Cascade 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.

**INFORMATION COLLECTION****• Information You Provide**

We collect personal information from you when you choose to share it with us. This may include when you access or use our websites or mobile applications, create an online account with us, request information from us, sign up for our newsletters or our email list, participate in a promotion, or otherwise contact us. The personal information we collect may include your name, address, email address, phone number, date of birth, information about your payment at a retail location, information contained on a check that you upload for remote deposit, financial account information used for payments, loads or direct deposits, and any other information you choose to provide. We may combine the information you provide to us with information (1) from and about you that we automatically collect when you use our websites, mobile applications, products or services, (2) from third parties, or (3) from other online and offline services.

**• Information Automatically Collected**

We may use cookies, web beacons, pixel tags, log files, local shared objects (Flash cookies), and other technologies for security and authentication purposes, to collect certain information when you visit and use our websites or mobile applications, to deliver online advertisements that we think would be more relevant to your interests, to monitor interactions with our emails and online advertisements, and to allow us to keep track of analytics and certain statistical information which enables us to improve our websites and mobile applications.

For example, we may automatically collect certain non-personal information from you, including but not limited to your browser type and version, device type, Flash version, operating system, Internet Protocol ("IP") address, unique device identifier of any of your computer(s) or device(s) that are used to access our websites and mobile applications, software version, and the domain name from which you accessed our websites and mobile applications. We may also collect information about your browsing or use behavior, such as the date and time you visit our websites or use our mobile applications, the areas or pages of the websites or mobile applications that you visit, the amount of time you spend viewing or using the websites and mobile applications, the number of times you return to the websites and mobile applications, other click-stream or website or mobile application usage data, emails that you open, forward or click-through to our websites, other sites that you may visit, and your activity on our websites and mobile applications.

If you use certain features of our websites or mobile applications that involve location-based services (such as the ATM locator) we may also collect geolocation data. We use this information to (1) provide you with the services or products that you request, including access to location-based information, and (2) monitor for fraud or other suspicious activity.

- **Tracking, California Do Not Track Disclosures, and Ad Choices**

Certain parts of our websites require cookies. You are free to set your browser or operating system settings to limit certain tracking or to decline cookies, but by doing so, you may not be able to use certain features on our websites or take full advantage of all of our offerings. Please refer to your Web browser's or operating system's website or "Help" section for more information on how to delete and/or disable your browser or operating system from receiving cookies or controlling your tracking preferences.

Some browsers have a Do Not Track feature that lets you tell websites that you do not want to have your online activities tracked. Our system may not respond to Do Not Track requests or headers from some or all browsers.

To learn how to manage privacy and storage settings for Flash cookies, please click [Here](#). On your mobile device, you may also adjust your privacy and advertising settings to control whether you want to receive more relevant advertising.

We and our network advertisers may periodically show you ads online for products and services in which you might be interested based on your visits to both our websites and other websites (a process known as "behavioral advertising"). In order to do this, we need to place a cookie or other tracking device on your computer. If you prefer to not receive online ads in this manner, you can opt-out of some network advertising programs that use your information by tracking your browsing habits via cookies or other tracking devices. To do so you can use the Network Advertising Initiative (NAI) Opt-Out Tool by clicking [Here](#). It shows you which advertising networks have placed cookies on your computer, and lets you opt-out of being tracked by them, should you wish to do so. Opting out of a network does not mean you will no longer receive online advertising. It only means that the network from which you opted out will no longer deliver ads tailored to your web preferences and usage patterns.

- **Information Collected From Other Sources**

We may obtain information about you from other sources, including third party social networks that you use to connect with us. For example, when you "like", "follow" or otherwise connect with us on third party social networks we may have access to certain information about you from that social network, such as your profile name, profile picture, gender, photos, networks, username and user ID, list of friends, and comments, questions, and other posted content based on your privacy settings on that social network. We may combine this information with the information we collect from and about you to help us tailor our communications to you and improve our websites, mobile applications, products or services.

- **Combination of Information**

We may combine the information we receive from and about you, including information you provide to us and information we automatically collect through our websites or mobile applications, as well as information collected from other online sources or from third party sources to help us tailor our communications to you and to improve our websites, mobile applications, products and services.

## **INFORMATION USE**

We may use the information we collect from and about you for any of the following purposes:

- For security and authentication purposes, or to prevent fraud;
- To notify you of incomplete applications or registrations;
- To respond to your inquiries, or otherwise contact and communicate with you;
- To provide you and other users with customized content, targeted offers, and advertising on our websites and mobile applications, on other websites or applications, or via email;
- To contact you with information, newsletters, and promotional materials;
- To contact you when necessary;
- To review the usage and operations of our websites and mobile applications and improve our content, products, and services;
- To address problems with our websites, mobile applications or our business;
- To manage our networks;
- To protect the security or integrity of our websites, mobile applications and our business; and
- As described to you at the point of collection.

Additionally, if you use our websites to connect with third party services you authorize us to use information from and about you, on your behalf, to interact with these third-party services based on your requests.

## **SERVICE PROVIDERS**

We may employ third party service providers to perform functions related to our websites, mobile applications, products or services. These service providers will have access to your information needed to perform their business functions, but we do not permit them to use or share the information for any other purpose.

## **INFORMATION DISCLOSURE**

We may disclose the information we collect from and about you as follows: (1) with Cascade subsidiaries and affiliated companies; (2) to our third party service providers that provide business, professional or technical support functions for us; (3) as necessary if we believe that there has been a violation of the Site Terms of Use or of our rights or the rights of any third party; (4) to respond to judicial process or provide information to law enforcement or regulatory agencies or in connection with an investigation on matters related to public safety, as permitted by law, or otherwise as required by law; and (5) as described to you at the point of collection.

We may share aggregate or anonymous non-personal information with third parties.

Also, we may sell or purchase assets during the normal course of our business. If another entity acquires us or any of our assets, information we have collected about you may be transferred to such entity. In addition, if any bankruptcy or reorganization proceeding is brought by or against us, such information may be considered an asset of ours and may be sold or transferred to third parties. Should such a sale or transfer occur, we will use reasonable efforts to try to require that the transferee use personal information provided through our websites or mobile applications in a manner that is consistent with this Privacy Statement.

## **OPTION TO OPT-OUT OF EMAIL MARKETING**

At all times, you have the option of “opting out” of receiving future e-mail marketing messages from Cascade by clicking on the “unsubscribe” link at the bottom of an e-mail marketing message.

## **LINKS TO OTHER WEBSITES**

Our websites or mobile applications may have links to third-party websites or applications, which may

have privacy policies that differ from our own. We are not responsible for the practices of such websites or applications.

### **CHILDREN'S PRIVACY**

Protecting children's privacy is important to us. We do not direct our websites, mobile applications, products or services to, nor do we knowingly collect any personal information from, children under the age of thirteen.

### **DATA SECURITY**

We have taken certain physical, administrative, and technical steps to safeguard the information we collect from and about our customers. While we make every effort to help ensure the integrity and security of our network and systems, we cannot guarantee our security measures.

### **ACCESS TO YOUR PERSONAL INFORMATION**

If our websites, mobile applications, products or services allow you to create an account, you may sign in to your account to update your personal information stored by us.

### **USER'S ACCEPTANCE OF THIS PRIVACY STATEMENT**

By using our websites and/or mobile applications, you signify your acceptance to the terms of this Privacy Statement. If you do not agree with the terms of this Privacy Statement, please do not use our websites or mobile applications.

### **REVISIONS TO THIS STATEMENT**

We reserve the right, at our sole discretion, to change, modify, add, remove, or otherwise revise portions of this Privacy Statement at any time. When we do, we will post the change(s) on our websites. Your continued use of our websites or mobile applications following the posting of changes to these terms means you accept these changes. If we change the Privacy Statement in a material way, we will provide appropriate notice to you.

### **IF YOU HAVE QUESTIONS**

If you have any questions about these Terms or Privacy Statement or the practices described herein, you may contact us at Cascade Financial Technology Corp, PO Box 81888, Las Vegas, NV 89180-1888