

TERMS OF USE

Bumped, Inc., Bumped Financial, LLC, and our Affiliates (as defined below) (collectively, “Bumped,” “we,” “us,” or “our”) welcomes you. We invite you to access and use our website and mobile application(s) (collectively, the “Platform”) subject to the following Terms of Use (the “Terms of Use”), which may be updated by us from time to time without notice to you. By browsing, accessing, or using the Platform, you acknowledge that you have read, understood, and agree to be legally bound by the terms and conditions of these Terms of Use and the terms and conditions of our privacy policy (the “Privacy Policy”), which is hereby incorporated by reference (collectively, this “Agreement”). If you do not agree to any of the terms of the Agreement, then please do not use the Platform or any portion thereof.

THE SECTIONS BELOW TITLED “BINDING ARBITRATION” AND “CLASS ACTION WAIVER” CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM.

We reserve the right, at our sole discretion, to modify, discontinue, or terminate the availability of the Platform, or to modify the Agreement, at any time and without prior notice. If we modify the Agreement, we will post the modification on the Platform or provide you with notice of the modification at the last email address you gave us. By continuing to access or use the Platform after we have posted a modification on the Platform or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Agreement. If the modified Agreement is not acceptable to you, your only recourse is to cease using the Platform.

In addition to the Platform, Bumped provides users access to our proprietary consumer rewards program (the “Rewards Program”), which is made available to users in a variety of ways, including via the Platform, subject to the terms and conditions of that certain customer agreement between each user and Bumped (the “Customer Agreement”). These Terms of Use do not govern your use of the Platform as a member of the Rewards Program, but govern your use of the Platform as a visitor or user thereof. If there is any conflict between the terms of these Terms of Use and the Customer Agreement, if any, the Customer Agreement shall govern.

Capitalized terms not defined in these Terms of Use shall have the meaning set forth in our Privacy Policy.

1. ELIGIBILITY

The Platform is available for individuals aged 18 years or older. If you are 18 or older, but under the age of majority in your jurisdiction, you should review this Agreement with your parent or guardian to make sure that you and your parent or guardian understands it. We reserve the right, in our sole and absolute discretion, to deny you access to the Platform or any portion thereof, without notice and without reason.

2. GUIDELINES

By accessing and/or using the Platform, you hereby agree to comply with the following guidelines:

- You will not use the Platform for any unlawful purpose;
- You will not access or use the Platform to collect any market research for a competing business;
- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;

- You will not decompile, reverse engineer, or disassemble any software or other products or processes accessible through the Platform;
- You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features on the Platform;
- You will not circumvent, remove, alter, deactivate, degrade, or thwart any of the protections in the Platform;
- You will not use automated means, including spiders, robots, crawlers, data mining tools, or the like to download or scrape data from the Platform, directly or indirectly, except for Internet search engines (e.g., Google) and non-commercial public archives (e.g., archive.org) that comply with our robots.txt file;
- You will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure; and
- You will not interfere with or attempt to interrupt the proper operation of the Platform through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Platform through hacking, password or data mining, or any other means.

We reserve the right, in our sole and absolute discretion, to deny you (or any device) access to the Platform, or any portion thereof, without notice.

3. INTELLECTUAL PROPERTY

The Platform is protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in these Terms of Use, Bumped and its licensors exclusively own all right, title, and interest in and to the Platform, including all associated intellectual property rights. You will not remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Platform.

You may view all content on the Platform (the “Content”) for your own internal business use and not for any other use, including any commercial use, without the prior written consent of Bumped. We, and our licensors, retain all right, title, and interest, including all intellectual property rights, in and to the Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other website, social media page, or in a networked computer environment for any purpose is expressly prohibited.

If you violate any part of this Agreement, your permission to access the Platform automatically terminates and you must immediately destroy any copies you have made of the Platform.

The trademarks, service marks, and logos of Bumped (the “Bumped Trademarks”) used and displayed on the Platform are registered and unregistered trademarks or service marks of Bumped. Other company, product, and service names located on the Platform may be trademarks or service marks owned by others (the “Third-Party Trademarks,” and, collectively with Bumped Trademarks, the “Trademarks”). Nothing on the Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any website is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of Bumped Trademarks inures to our benefit.

Elements of the Platform are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors. None of the Content may be retransmitted without our express, written consent for each and every instance.

4. FEEDBACK

We welcome and encourage you to provide feedback, comments, and suggestions for improvements to the Platform and our services ("[Feedback](#)"). Although we encourage you to e-mail us, we do not want you to, and you should not, e-mail us any content that contains confidential information. With respect to any Feedback you provide, we shall be free to use and disclose any ideas, concepts, know-how, techniques, or other materials contained in your Feedback for any purpose whatsoever, including, but not limited to, the development, production and marketing of products and services that incorporate such information, without compensation or attribution to you.

5. NO WARRANTIES; LIMITATION OF LIABILITY

THE PLATFORM AND OUR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND NEITHER BUMPED NOR BUMPED'S SUPPLIERS MAKE ANY WARRANTIES WITH RESPECT TO THE SAME OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, AND BUMPED HEREBY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. TO THE EXTENT THAT BUMPED AND BUMPED'S SUPPLIERS MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS: (I) WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE PLATFORM OR ANY RELATED SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) ANY DIRECT DAMAGES THAT YOU MAY SUFFER AS A RESULT OF YOUR USE OF THE PLATFORM OR ANY RELATED SERVICES SHALL BE LIMITED TO ONE HUNDRED DOLLARS (\$100) EXCEPT AS PROVIDED IN ANY CUSTOMER AGREEMENT BETWEEN YOU AND BUMPED.

6. EXTERNAL SITES

The Platform may contain links to third-party websites ("[External Sites](#)"). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

7. INDEMNIFICATION

You will indemnify, defend, and hold Bumped, its Affiliates, and our and their respective shareholders, members, officers, directors, employees, agents, and representatives (collectively, "[Bumped Indemnitees](#)") harmless from and against any and all damages, liabilities, losses, costs, and expenses, including reasonable attorney's fees (collectively, "[Losses](#)") incurred by any Bumped Indemnitee in connection with a third-party claim, action, or proceeding (each, a

“Claim”) arising from (i) your use of the Platform or related services in violation of this Agreement; (ii) your breach of any of your representations and warranties hereunder; or (iii) your gross negligence or willful misconduct; **provided, however**, that the foregoing obligations shall be subject to our: (i) promptly notifying you of the Claim; (ii) providing you, at your expense, with reasonable cooperation in the defense of the Claim; and (iii) providing you with sole control over the defense and negotiations for a settlement or compromise. “Affiliate” means, with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

8. COMPLIANCE WITH APPLICABLE LAWS

The Platform is based in the United States. We make no claims concerning whether the Platform may be viewed or be appropriate for use outside of the United States. If you access the Platform from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

9. TERMINATION OF THE AGREEMENT

We reserve the right, in our sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Platform, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Platform at any time without prior notice or liability.

10. BINDING ARBITRATION

In the event of a dispute arising under or relating to this Agreement or the Platform (each, a “Dispute”), either party may elect to finally and exclusively resolve the dispute by binding arbitration governed by the Federal Arbitration Act (“FAA”). Any election to arbitrate, at any time, shall be final and binding on the other party. IF EITHER PARTY CHOOSES ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT’S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator selected jointly by the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS’ Streamlined Arbitration Rules and Procedures. All applicable JAMS’ rules and procedures are available at the JAMS website www.jamsadr.com. Each party will be responsible for paying any JAMS filing, administrative, and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator’s award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where you reside. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. As set forth in [Section 12](#) below, nothing in this Agreement will prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests.

11. CLASS ACTION WAIVER

You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

12. EQUITABLE RELIEF

You acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights and confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. We may, without waiving any other remedies under this Agreement, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above. You hereby irrevocably and unconditionally consent to the personal and subject matter jurisdiction of the federal and state courts in the State of New York, Borough of Manhattan for purposes of any such action by us.

13. CONTROLLING LAW; EXCLUSIVE FORUM

The Agreement and any action related thereto will be governed by the laws of the State of New York without regard to its conflict of laws provisions.

14. MISCELLANEOUS

If the Agreement is terminated in accordance with the termination provision in Section 9 above, such termination shall not affect the validity of the following provisions of this Agreement, which shall remain in full force and effect: “Intellectual Property,” “Feedback,” “No Warranties; Limitation of Liability,” “Indemnification,” “Compliance with Applicable Laws,” “Termination of the Agreement,” “Controlling Law; Exclusive Forum,” and “Miscellaneous.”

Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, the Agreement constitutes the entire agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

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