

User Agreement

These are the terms and conditions you must agree to prior to using our services.

This User Agreement ("Agreement") is a contract between you, and SAYVES LLC (located in Davis County, Utah, USA) that applies to the SAYVES Wallet, acceptance or use of third-party payment processing services for digital currencies called InCash, merchant loyalty and gift programs called mCash and other products and services ("Service") available through the SAYVES wallet app or www.SAYVES.com ("Site"). Please see the Additional Terms below. If you do not agree to be bound by the terms and conditions of this Agreement, you may not use the SAYVES wallet, Site, or any of the Services.

SAYVES may amend this Agreement at any time by posting a revised version on the Site. Except as stated, all amendments will be effective 30 days after they are posted on this Site. Notices of upcoming changes will be posted on our blog and on notification pages posted in your account online.

In this Agreement, "you" or "your" means any person or entity ("Users") using the Service. Unless otherwise stated, "SAYVES", "we" or "our" "us" will refer collectively to SAYVES LLC. (see section 11), their officers, directors, agents, partners, subsidiaries, joint ventures, employees and third-party suppliers.

By entering into this agreement, you agree to the terms of service of SAYVES which are incorporated herein by reference

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1. Eligibility

To use the Service, you must register through the Site as a Client, Person, Instructor, Teacher, Advocate or Business account (each an "Account"). A single User may hold only one individual and one business account per smart phone. Each User account may be established by entering a valid name, cellular phone number and email address. A single Business account can be assigned to only one registered

business (which may have multiple locations and users). Each Business account will abide by all the requirements of a SAYVES Business. Businesses may establish one business account per employee.

Both Sellers and Buyers of products and services ("Products") can use the Service. Unless otherwise stated, all provisions in this Agreement apply to both Sellers and Buyers.

You agree that any information you give to us ("User Information") will be stored in our records in our secured server and will not be disclosed in the open unless required by law or otherwise agreed upon.

Warranties

You represent and warrant that all of the following are true of you and, in the case of a business account, your affiliates, from your entry into this Agreement until the termination of your Account:

- If you are an entity other than an individual, you have the legal capacity to enter into this Agreement and perform the obligations represented within it
- Your execution of and performance under this Agreement in no way violates any legal obligation of the Seller, including any agreement between or among Seller(s) and any third party(ies).
- If you are a Seller, you sell through your website only Products that are available for delivery in the normal course of your business.
- You offer Products for sale only if you have the legal right to market and sell such Products in all applicable jurisdictions.
- You maintain the value and reputation of SAYVES to the best of your ability.
- You conduct your business affairs according to the terms and intent of this Agreement and in compliance with all applicable laws and regulations.
- You do not use our Services for any activities considered fraudulent or illegal under any laws or regulations in any applicable jurisdiction.
- You do not permit or authorize any other person or entity to use our Services without our written consent.
- You transmit to us only information and data that has been collected and transmitted in full compliance with all applicable personal information laws, such as applicable laws concerning the storage or transfer of personal information, including, but without limitation, the following:

1. The Act Respecting Access to Documents Held by Public Bodies and the Protection of Personal Information, R.S.Q., c. A - 2.1.

2. The Act Respecting the Protection of Personal Information in the Private Sector, R.S.Q., c.P-39.1
3. An Act Respecting Health Services and Social Services, R.S.Q., c. S - 4.2.
4. Privacy Act, R.S.C., c. P - 21.
5. Personal Information Protection and Electronic Documents Act, R.S.C., c.6.;

- Seller is encouraged to offer upfront Gift Value of at least \$5 to every SAYVES Wallet holder each year (unless otherwise agreed to in writing) and to pay the same processing fee percentage as is currently paid for credit card processing. At least 50% of this fee will be placed in Seller's Bank Gift Card Account with the digital value loaded to the consumer wallet to entice the consumer's loyal and repeat business. Settlement of fees and payment will be completed nightly.

- If you are a Seller, you have had ample opportunity to obtain legal advice regarding the legal effects of this Agreement. You can deliver your full legal name, street address, telephone number and email address by postal mail or email to your Buyer(s) and grant us access to records of this correspondence.

You will refrain from using abusive and vulgar language with our businesses, retailers, merchants, service providers, wallet holders, employees, participating schools, church's, and other affiliates whether through social media, email, phone or live chat support. Abusive conduct will not be tolerated and will result in account termination.

1. Liability

Our liability

1. If you have a dispute with one or more Users, you release us from any and all claims, demands and actual/consequential damages related to your transaction(s) with said User(s). We provide our services "as is" without any warranty or condition.

SAYVES makes reasonable efforts to ensure that digital transactions are completed at the Point of Sale and requests by a Business, School, Church, Merchant, for conversion to a local currency are processed promptly and whenever possible nightly. We make no representations or warranties regarding the amount of time needed to complete transactions because our Service is largely dependent upon many factors outside of our control.

Under no circumstances will we be liable for any lost profits, special, incidental or consequential damages arising out of or in connection to the Site, our Service, or this Agreement.

You agree to indemnify and hold us harmless from any claim or demand, including attorneys' fees, made or incurred by any third party due to or arising out of your breach of this Agreement, by the documents it incorporates or by your violation of any law or third- party rights related to your use of the Service.

You agree that if either you or we begin litigation or arbitration, the prevailing party is entitled to recover reasonable attorneys' fees and any other costs incurred in addition to any other relief to which the prevailing party may be entitled.

You agree to indemnify and hold us harmless for unauthorized transactions. It is very important to contact us immediately if you believe your account has been compromised or if someone has transferred money through your account without your permission. Notifying us as soon as possible will limit your liability.

2. Your liability If you do not report unauthorized transactions in your account, you will be liable for any resulting damages. We will do what we can to recover the funds, but if we are unable to recover them, you will assume responsibility for the losses.

Your SAYVES account is protected by a password or Transaction PIN. **You agree and understand that a simple PIN or password increases risk of unauthorized access to your account and strong passwords**

decreases the risk of unauthorized access to your account. As long as you keep the password or Transaction PIN confidential so only you will be able to see and authorize transactions, friends and family will not be able to access the information in your SAYVES INCASH or Merchant Gift Accounts. If a member shares their password or Transaction PIN with others or allows others to discover and use their password and Transaction PIN with the Account, the account holder is giving access to the information in the SAYVES Account and consequently to the funds held in the virtual Accounts and assumes all responsibility for transactions in this account.

Note: The SAYVES wallet is not device dependent and allows you to Sign In on any device supporting the SAYVES application. While this allows you greater access to your SAYVES wallet, it does not require theft of your phone to access your account. You must therefore protect your access ID, password or PIN to help prevent unauthorized access to your account.

You are responsible for performing your due diligence on any Sellers with whom you plan on doing business. If you neglect to perform due diligence on a Seller and do not receive an item you paid for or receive an item that does not appear as the Seller described it, you will be liable for any resulting damages. However, if you file a transaction dispute via the Resolution Center, we will work to mediate a resolution that will benefit all parties involved.

1. Agency Relationship

SAYVES, a third-party service provider carries out related actions on your behalf. At all times, your funds are held in a Bank Account regulated by the Country in which that bank resides. You acknowledge that SAYVES provides a payment information processing service and does not provide any banking services beyond the storing, processing of transactions, including loyalty and gift cards presented as InCash and mCash) and sharing of commissions and interest earned.

By initiating and sending payments through the Service or adding funds to your balance, you appoint SAYVES as your agent to authorize the debiting of the funds on your behalf and transfer them to the designated receiver. When a payment is made, we will process the funds on your behalf through the banks or institutions that hold your funds, once initiated, you will not be able to withdraw those funds or send the funds to any other User unless the initial transaction is canceled.

When you receive funds through the Service, we process the funds on your behalf through the banks or financial institutions that hold your funds.

Funds used to purchase InCash or mCash are held in a bank and Virtual Accounts are created and displayed in your wallet that is administered by SAYVES. All funds deposited in a SAYVES account or processed by SAYVES are fully auditable or accounted for at all times to meet all government and banking regulations.

You may, from time to time, authorize us to transfer your funds through the SAYVES wallet, but any such transferee must be registered for the Service.

We do not have any control over the Products that are paid for with our Service. We cannot ensure that a Buyer or a Seller will complete their transaction as we are not a party to any transaction between

Users. Instead, each User agrees to use the Services of their own accord. Furthermore, we reserve the right to correct any processing errors that may occur.

2. Account Information

Verification

We encourage Users to become verified for the security of our network. We may ask our members at anytime to become verified to comply with the Bank Secrecy Act, the Patriot Act and any other applicable Anti-Money Laundering and Anti-Terrorist Financing Legislation. You agree to complete account verification procedures upon our request. If you refuse to complete account verification, your account may be suspended regardless of any or all pending or unsettled transactions.

You authorize us, directly or through third parties, to make necessary inquiries to verify your identity. However, SAYVES cannot and does not guarantee any User's identity and makes no representation or warranty to you regarding the identity of any given User.

At any time, we may ask you to complete the necessary verification measures to authenticate your identity. If you are a Business account holder, we may ask for a proof of ownership, such as an Article of Incorporation, General Business Registration, a Certificate of Good Standing, Doing Business As or a Tax Registration document, to verify your business. If you wish to use payment buttons to receive InCash or Merchant Gift payments through your website(s), you must submit each of your websites to the Website Review process. Upon approval, you will then be able to integrate the payment buttons and thus receive payments through your website(s). If, however, you do not submit your website(s) to the Website Review and receive website approval from us, you will not be able to receive payments through your website(s).

Verification measures for members include but are not limited to the following:

- ⇒ Bank Checking Account Confirmation
- ⇒ A Government Issued Identification
- ⇒ Phone Validation

Business Account Verification

If you are a Business account holder, you are required to submit verification documents to add funds, withdraw or send money. You are able to receive money without being verified, but you will not be able to access it until your account is verified. Aside from submitting a proof of address and photo ID, you will be required to submit a Proof of Ownership for your business, such as one of the following:

- ⇒ Article of Incorporation
- ⇒ General Business Registration
- ⇒ Certificate of Good Standing
- ⇒ Doing Business As
- ⇒ Tax Registration

Account Types and Associated Fees

There are two [SAYVES Account types](#): InCash and mCash. Merchants will be assessed a fee for InCash and mCash accounts that on average are less than half of the fee paid for preferred credit card transactions. One half of the agreed upon processing fee is deposited into the mCash account with the digital value loaded to the merchant member account. Additional amounts paid by the merchant will be loaded to the members mCash account to encourage loyal and repeat business. All SAYVES wallets include a display of the amount in the InCash or mCash account. Merchants contributing more than 5% will be charged .3% or less processing fee. Merchant or Business Accounts with the SAYVES Associate Bank account will receive a nightly settlement in the local currency free of charge. Members with an account at the SAYVES Associate Bank may receive four free transfers each month. Accounts outside of the Associate Bank will be subject to an additional Automated Clearing House (ACH) expense and relative delays with each requested transfer. Current SAYVES Associate Banks are:

Zions Bank

Sellers and members may open an account with the SAYVES Associate Bank to minimize bank fees. Seller will provide a logo or design that will allow a wallet holder to easily identify the Seller in the SAYVES Wallet directory. SAYVES will establish a Loyalty and Gift account called mCash for all Sellers and will be processed for no additional cost. Seller agrees initially to offer an mCash or Gift Account amount of Five Dollars (\$5.00 USD*) or more (unless otherwise agreed to in writing) to each wallet holder, to encourage member visits and patronage. Failure to complete any one of these requirements can result in closure of your account or additional fees being charged to your account.

* Or equivalent currency.

Receiving Limits

For verified Personal accounts, you can receive an unlimited amount of funds. If your account is unverified, you can still receive funds and spend those funds at participating merchants, but you will be required to verify your account to send or withdraw your funds.

For verified Business accounts, you can receive an unlimited amount of funds. If your account is unverified, you can still receive funds, but you will be required to meet the requirements of the designated SAYVES bank to receive your nightly settlement, send money, or withdraw your funds.

Loading Money

You agree when you sign up, that only your name, mobile phone number and email address are needed or required. You will automatically receive two SAYVES accounts which will contain both your InCash and mCash balances.

In order to spend mCash at participating merchant locations, you must make the purchase with InCash. This will require your establishing an account with the SAYVES provider bank or providing and authorizing SAYVES to transfer money from an account that you would prefer to use to load money into your InCash account. Money transfers from another financial institutions such as a bank or credit union will incur a fee of Twenty Five Cents (\$.25). Members save on average 5% on InCash/mCash purchases and are therefore encouraged to establish an account with the member bank and save even more by not paying the transfer fee.

The more members spend at merchant locations, the more SAYVES will earn and the more money that will be shared with the Student Mission project. Prior to your earning, loading, or spending value, you will be required to provide additional information necessary to complete the financial, accounting, and reporting requirements. You agree that your provided bank account will serve as your default account to be used to load value into your INCASH or mCash Accounts, to pay charges that may be in excess of your InCash or mCash value, and to receive distributions of earnings when requested.

If you receive mCash or purchase mCash from or for a specific merchant, the money will be deposited in the merchant mCash account and the mCash purchased may only be spent at that specific merchant. You may spend InCash at any participating SAYVES merchant.

In compliance with Anti-Money Laundering and Anti-Terrorist Funding Legislation, certain limits will be imposed on loads into accounts whether verified or unverified and depending on the loading method. **It is strictly forbidden to add unverified cash funds directly to your account and will result in the immediate termination of your account.**

We do not allow the loading of accounts by third parties for security reasons. Individuals desiring to give money to another person may send InCash or mCash Value as stated below from their personal accounts. All transactions are recorded and fully auditable.

Returned Loads

If you load funds from another account and the amount is unpaid due to non-sufficient funds, a closed account or a stopped payment, you will be liable to pay a \$25 fee per incident. Please ensure that you provide accurate data before initiating a bank transfer. Loading funds from a member bank will not be subject to a return payment and fee.

Spending InCash or mCash

You may access your accounts through the SAYVES wallet and use individually or for ease of use the mCash and InCash accounts may be combined and accessed seamlessly together. The SAYVES wallet first applies the mCash, then the InCash Value, and if still insufficient funds the balance is deducted from your default account.

You as the Merchant may load the SAYVES application FREE of charge to iOS and Android smart phones with data or Wi-Fi. Interfacing to your merchant Point of Sale hand held bar code scanner will take additional time and may incur additional expenses. If you have an e-commerce website and desire to accept SAYVES payment's you must submit your website(s) for a Website Review. We will verify that all of your websites receiving payments are compliant with PCI operating policies and standards. Upon approval, you will then be able to incorporate the SAYVES Payment Button into the checkout portion of your website(s) and you will then be able to receive payments via the SAYVES e- wallet.

Sending Funds

Sending InCash or mCash to another participating member is as easy and faster than sending a text message. Entering into such a transaction may require additional security steps such as verification and acceptance of this transaction. Only after you approve the transaction will money actually be

transferred. **Note: Be sure to protect your email account from unauthorized access. Recipients must be current SAYVES members or must enroll prior to being able to receive InCash or mCash.**

We assume no responsibility for Products purchased through the system. We provide a secure medium through which to make payments online. The Seller assumes all liability for the Product being sold, and understands that the Products are purchased at your own risk. If you encounter any problems with the Seller's Products, you should contact Customer Service immediately to assist you in resolving this problem following the Resolutions process outlined in section 5.0.

Refusing Transactions

If you send money to another User, they do not have to accept the funds. This means a User may return money sent to them, back to the sender. You agree that we will not be held responsible for damages resulting from a User's refusal of a transaction.

Sending Limits

For verified accounts, you can send an amount of money that may not exceed the authorized amount for your default account. If your account is unverified, you will be able to send a limited amount of funds as we impose monthly and yearly limits until you verify your account.

For verified Business accounts, you can send an unlimited amount of money at one time. If your account is unverified, you will be able to send a limited amount of funds as we impose monthly and yearly limits until you verify your account.

Withdrawing or Transferring Money

You have the option of withdrawing funds from your InCash account or transferring money to your default bank account (a \$.25 charge will be incurred per transfers to accounts that are not with the SAYVES Member Bank). Merchants and Sellers may establish an account with the SAYVES member bank to avoid paying the \$.25 charge, and will have on-line banking access to their account in that SAYVES affiliate bank. You as a wallet holder, may also open an account at the SAYVES member bank to allow InCash amounts to be transferred to a personal account within that member bank.

In compliance with Anti-Money Laundering and Anti-Terrorist Funding Legislation, certain limits will be imposed on withdrawals from accounts whether verified or unverified and depending on the withdrawal method.

Returned Withdrawal

If you withdraw funds by bank wire or bank transfer and the amount is returned due a closed account or unable to locate, you will be liable to pay a \$25 fee per incident as well as any other associated fees passed on by correspondent banks. Please ensure that you provide accurate data before initiating a bank transfer.

Recurring Payments

A recurring payment is a payment plan you set up with a Seller in which you allow us to process pre-authorized payments for the subscription or recurring service. If you sign up for a subscription or recurring payment, you give us the right to process your pre-authorized payments.

Canceling a recurring payment

If you wish to cancel a subscription, you must always cancel it from your account, or contact our customer support to cancel it for you. If you merely unsubscribe from a service or on a seller's website, your subscription will not be canceled. Please consult our FAQs for cancelation instructions.

E-Wallet

You may load funds at any time. However, if a transaction will result in your account having a negative balance, you authorize SAYVES to load funds into your account from your default account to cover any and all possible negative balances. If there are insufficient funds in your default account, or the funds are not transferred to cover any and all negative balances, we reserve the right to recover the funds by any means necessary, including the involvement of a collections or law enforcement agency with related fees and penalties.

In consideration for your use of the Service and your authorizing SAYVES to use the funds deposited, you irrevocably transfer and assign to us any ownership right that you may have in any interest that may accrue on funds held in pooled bank or financial institution accounts during the calendar year. This assignment applies only to interest earned on your funds, and nothing in this Agreement grants us any ownership right to the principal of the funds. In addition to or instead of earning interest on pooled bank or financial institution accounts, we may receive a reduction in fees or expenses charged by banking services by the banks or institutions that hold your funds.

Credit Card Use

It is anticipated that at some point in the future You will be able to use your credit card to deposit funds to your SAYVES E-Wallet and send direct payments to other SAYVES members or to make a payment to a Seller or a Seller's website. Credit Cards charge a higher fee and this additional fee may be assessed to your account. You can only use your credit card to deposit funds or make a purchase but NOT to withdraw. In the event that you deposit an amount by credit card in error, and you have not used your account within a period of five (5) business days, you may initiate a refund. If you receive a refund from a purchase and initially paid for the item with your credit card, your refund will be put back on your credit card.

Student Mission – Independent Contractor

If you are 18 and older and are an Instructor with Home Schooling, or a Teacher, who wants to improve the education of your children and/or students; you can earn additional InCash by enrolling, referring friends, family, associates, and merchants to our service through the SAYVES Student Mission program. When referring others to SAYVES and earning money you will be doing so as an Independent Contractor and will be responsible for your own expenses, including taxes, etc. If you earn more than \$600 per year, a Form 1099 for U.S. residents or entities will be distributed each year. Those residing outside the United States will be subject to similar tax compliance measures.

As an Independent Contractors you are only authorized to say, do, share and/or distribute what is approved by SAYVES. Your “Welcome Letter” will provide you with approved materials to share with those you would like to refer to SAYVES. Failure to comply with the rules established by SAYVES may result in your immediate termination. There are many ways to Save and Earn money, the following are the most common:

- **Spend and Earn**— Merchants save advertising and processing fees when you use InCash, allowing them to pay you an extra 1% to 10% in mCash. Earnings will only be accrued on the amount of the merchant purchase amount paid with InCash that is used for payment less the mCash used at the time of purchase. Purchases resulting in a negative balance where money is deducted from your bank default account is available for your convenience but will not qualify for merchant savings.
- **Instructors/Teachers** (hereafter referred to as Teachers) – The first 1 million teachers will participate in SAYVES sharing their Net Income to help offset expenses and reward teachers who devote their time and energy in raising up students to be the best trained and prepared for the real world as they can be.
- **Advocates** – Are those who want to improve the future by assisting those who are preparing students for the future. Their role is to share the opportunity with teachers they know and assist them in registering with SAYVES and sharing with them materials and opportunities that may improve their chances for success. In return they will receive a much smaller percentage of the Net Income.

Account Security

We implement various security measures to protect your account. This does not eliminate the need for protecting your password or Transaction PIN, that will reduce unauthorized transactions and drastically reduce the exposure to fraud and cyber criminals.

1. Mobile Devices

These Terms apply to your use of all the Services, including all Apple, Inc. (“Apple”) App Store (the “Application”), Google (“Android”) PlayStore’ (the Application) and other services that may become available in the future, but the following additional terms also apply to the Application: Both you and SAYVES acknowledge that the Terms are concluded between you and SAYVES only, and not with Apple or Google, and that Apple and Google are not responsible for the Applications or the Contents;

The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services;

You will only use the Application in connection with a device that you own or control;

You acknowledge and agree that Apple and Google have no obligation whatsoever to furnish any maintenance and support services with respect to their Application;

In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify SAYVES of such failure; upon notification, SAYVES sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;

You acknowledge and agree that SAYVES, and not Apple or Google, is responsible for addressing any claims you or any third party may have in relation to the Application;

You acknowledge and agree that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, SAYVES, and not Apple or Google, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;

You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;

Both you and SAYVES acknowledge and agree that, in your use of the Application, you will comply with any applicable third party terms of agreement which may affect or be affected by such use; and Both you and SAYVES acknowledge and agree that Apple and Apple's subsidiaries and Google and Google's subsidiaries are third party beneficiaries of these Terms, and that upon your acceptance of these Terms, Apple and Google will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third party beneficiary hereof.

2. The Resolution Center

The Resolution Center is an area dedicated to filing, responding to and resolving disputes between members. The Resolution Center is accessible via the member's account online, and may be accessed by emailing info@sayves.com.

We still encourage members to resolve their disputes directly. If, however, the customer and the seller cannot reach a mutually agreed upon decision, the customer should file a dispute via the Resolution Center.

Transaction Disputes

Transaction disputes between the customer and the seller are managed within the Resolution Center within the member's account. **Disputes must be filed within forty-five (45) calendar days of the completed payment transaction.**

Filing a Dispute

In order to dispute a transaction, the customer must contact the seller via an email to info@sayves.com for the Resolution Center. Members may only file one dispute per transaction.

When the customer files a dispute, the seller is immediately notified. The seller then has seven (7) calendar days to respond to the customer. If the seller does not respond within this time-frame, the dispute will be escalated.

If the seller does respond to the customer, the customer then has seven (7) calendar days to respond to the seller. If the customer does not respond to the seller within this time-frame, the Resolution Center will consider this dispute resolved and close the dispute.

If the dispute is not resolved within fifteen (15) calendar days from the time it was initiated, the dispute will be escalated.

Dispute Escalation

A dispute is escalated if:

- ⇒ The seller has insufficient funds
- ⇒ The seller has an Account status issue
- ⇒ The seller is unresponsive
- ⇒ The 15-day negotiation period is over

When a dispute is escalated, a Resolutions Specialist will intervene and moderate the dispute in order to facilitate a resolution.

The Role of the Resolutions Specialist

The role of the Resolutions Specialist is to moderate disputes that are unresolved between the customer and the seller. The Resolutions Specialist will make a final and irrevocable decision to resolve the dispute. The Resolutions Specialist involvement and the rendering of a binding resolution protect the customer from fraudulent sellers and protect the seller from false allegations of fraud.

Responsibility of the Member

It is the responsibility of the customer to read and understand the Refund Policy and Terms of Service (TOS) of the seller. If the customer believes that the seller failed to provide the product and/ or service as stated in the seller's Refund Policy and TOS, the customer may file a dispute within the Resolution Center.

Please note that all payments are done at the customer's own risk. Furthermore, all online income opportunities are considered hazardous. Returns on these online income opportunities are not guaranteed. Consequently, we will not guarantee the resolution of a transaction dispute.

Responsibility of the Seller

It is the responsibility of the seller to outline their Refund Policy and Terms of Service (TOS) to the customer. The seller must deliver the product and/or service to the customer as stated in the seller's TOS at the time of purchase. If the product and/or service is not delivered as stated in the seller's TOS, our User Agreement will be used in lieu of the seller's.

When a Dispute is Closed

If the dispute is resolved in the customer's favor, we will attempt to collect the funds from the seller. Funds recovery is not guaranteed. There may not be sufficient funds in the seller's account to cover the customer's claim. If we are not able to recover the funds from the seller, the customer has no claim against us.

If the dispute is resolved in the seller's favor, we will release the seller's funds that were temporarily placed on hold during the dispute process and close the dispute. The customer will not be able to file another dispute for the transaction in question.

Should a Resolutions Specialist moderate a transaction dispute, both the customer and the seller agree to a binding resolution rendered by the Resolutions.

Chargebacks and Associated Fees

The customer is not permitted to initiate a chargeback (the return of funds to the customer, forcibly initiated by the customer's credit/debit card issuer, from the seller). If the customer does initiate a chargeback, then the customer's account will be immediately limited and the customer will be subject to a \$25 non-refundable penalty fee.

Funds Recovery

Should a chargeback be initiated by the customer, we will retrieve the funds in question from the seller's account. Furthermore, the seller authorizes us to retrieve any disputed funds by bank transfer to recover the chargeback funds and \$25 penalty fee. If the seller withdraws available funds by check before the chargeback is processed, the seller then agrees to pay the negative balance in their account. If we are unable to recover these funds from the seller, then we will involve a collections agency in the funds recovery process.

1. Acceptable Use and Activities Not Allowed

Acceptable Use

You agree not to use or allow third parties to use the Service for the following reasons:

- ⇒ To generate or facilitate unsolicited bulk commercial email.
- ⇒ To violate or encourage the violation of the legal rights of others.
- ⇒ For any unlawful, invasive, infringing, defamatory or fraudulent purpose.
- ⇒ To intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes or other Products of a destructive or deceptive nature.
- ⇒ To interfere with the use of the Services or the equipment used to provide the Services, by Buyers, Sellers or other authorized Users.
- ⇒ To alter, disable, interfere with or circumvent any aspect of the Services.
- ⇒ To test or reverse-engineer the Services to find limitations, vulnerabilities or evade filtering capabilities.
- ⇒ To use the Services or a component of the Services in a manner not authorized by SAYVES.

Your failure to comply with this section may result in suspension and/or termination of the Services pursuant to the Agreement.

Neither You nor any other third party is authorized to use bots, spiders or other automated information-gathering devices or programming routines to "mine" information displayed, register User accounts, perform transactions and any other activities are considered inappropriate.

Activities Not Allowed

The sale, solicitation, offering, exchange or service of the following are not allowed:

- ⇒ Imitation and replica products, including, but not limited to, clothing and accessories
- ⇒ Drugs and related paraphernalia (including but not limited to research chemicals and illicit herbal incense)
- ⇒ Gambling and/or casinos (including but not limited to lottery, sweepstakes, horse and greyhound racing, sport betting, and virtual poker chips)
- ⇒ Pre-adult content, such as pictures, videos, etc., of individuals under the age of 18
- ⇒ Any goods or services infringing intellectual property rights of a third party, including but not limited to streaming video/audio, illegal downloads, modification chips, DVD and Blu-Ray Disc decryption devices
- ⇒ Illegal downloads or any other goods and services infringing intellectual property rights of a third party, including streaming video/audio
- ⇒ Credit card protection, credit repair services, applications for financial services or loans and/or collection services
- ⇒ Third party payment processors or any aggregation type services
- ⇒ Sites that promote hatred, racism, sexism, religious persecution and/or any other prejudicial views
- ⇒ Nazi war memorabilia
- ⇒ Services using credit card transactions as added funds or credits, including pre-loaded debit/credit/cash/virtual cards
- ⇒ Hazardous materials, combustibles and/or corrosives
- ⇒ Stocks, bonds, securities, options, futures, or investments in any entity or property, including (but not limited to) corporations and partnerships
- ⇒ Remote technical support services and computer virus software promoted using unsolicited emails or outbound telemarketing
- ⇒ Tobacco products and related paraphernalia

The following activities are also not allowed through or in relation to us

- ⇒ Money laundering.
- ⇒ Infringing on any third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy.
- ⇒ Violating any law, statute, ordinance, contract or regulation, including but not limited to those governing financial services, consumer protection, unfair competition, anti-discrimination or false advertising.
- ⇒ Submitting altered verification documents.
- ⇒ Being misleading, false or inaccurate in respect to us or any other User.
- ⇒ Any activity similar to or consisting of giving yourself a cash advance from your credit card or bank account, factoring or helping others to do so.

- ⇒ Any defamatory, trade libelous, unlawfully threatening or harassing statements or information.
- ⇒ Spamming (including and not limited to spam-ware, spy-ware, etc.)
- ⇒ Using us as a virtual terminal.
- ⇒ Using e-currency exchangers or aggregation, unless approved by SAYVES.
- ⇒ Transmitting personal information of other members to third parties.
- ⇒ Using or selling any form of e-cash, web cash or other matter, tangible or not, that is redeemable by a Buyer for a product or service from a third party.
- ⇒ Abusing the Earn Money program in any way we consider inappropriate.
- ⇒ Using our brand to market or advertise your product(s)/service(s) in any capacity.
- ⇒ Diluting our traffic by using our Trademarks

The list of activities not allowed is not exhaustive and may be updated at any time in order to satisfy our own risk management processes. Any uncertainty of merchant industry acceptance should be clarified by contacting the Merchant Risk department at info@SAYVES.com.

Furthermore, anything that causes us to lose or become liable for, in whole or in part, the services of our bank affiliates, payment processors, internet service providers or other third- party suppliers is not allowed. If you use or attempt to use the Service for purposes other than sending and receiving payments and managing your account, including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of the Service, your account will be terminated, and you will be subject to damages and other penalties, including criminal prosecution if necessary.

Monetary Penalties

If you are found in violation of this User Agreement and all terms herein, we reserve the right to fine you a penalty of \$500 and upwards, depending on damages and the severity of the violation and the liability you cause to us and/or our professional partners. Sites that sell banned products or services are subject to immediate account termination. We also reserve the right to freeze or forfeit funds, as well as fine the account holder and/or cancel payment without notice.

We further reserve the right to penalize any and all fraudulent or negligent Sellers for using us as Customer Support for their business, for excessive refunds, transaction disputes, chargebacks, complaints, excessive burden, creating liability and damaging our credibility among our members and professional partners. The fine for the aforementioned will be a minimum of \$25 per incident.

Furthermore, abuse of the Referral Program may result in forfeiture of your referral rewards and account suspension. If you are responsible for any damage we consider extensive, we reserve the right to apply a monetary penalty of at least \$25 per incident.

Use of Other Payment Processors

Members participating in high-risk programs, should only send/receive payments through SAYVES. If members transfer funds with another payment processor other than the one used by us, any disputes resulting from that effect are void with respect to our resolution and risk management process.

Only our records will be used to determine the outcome of any conflict or dispute. Anti-Money Laundering guidelines and our fraud prevention policies require that transactions disputed through our process are limited to only the lesser of the funds sent or received through SAYVES. Therefore, should the case arise that disputes are initiated on ingoing or outgoing funds transfers, only the lesser amount of the two will be treated as relevant to the dispute, resolution and risk management process.

1. Regulated Account Types and Industries

Individuals whose businesses fall under the following "Regulated" industries ARE permitted to use our services. However, accounts and industries that fall under the "Regulated" category must be verified and pay fees associated with their industry. Please note, some industries may be subject to higher fees than regular and other "Regulated" industries. The fees are applied at the discretion of SAYVES. Please contact Customer Support for more information.

Regulated Industries

- ⇒ DVD's, CD's, and other related media
- ⇒ Telephone service, long distance, VoIP, PC-to-phone service or SMS
- ⇒ Plants, seeds and/or other horticultural products.
- ⇒ Seminars and event tickets
- ⇒ Perishable and non-prepackaged foods.
- ⇒ Police and other government identification and equipment
- ⇒ Body modification products, such as penis/breast enlargement
- ⇒ Mature toys, novelties, paraphernalia and related Products
- ⇒ Multi-Level Marketing (MLM), matrix programs or online income opportunity programs
- ⇒ Pay-to-click, pay-to-read and any related industries
- ⇒ Dating, matrimony and match making services
- ⇒ Games of skill
- ⇒ Lotteries and raffles (charitable and non-profit organizations only)
- ⇒ Web hosting
- ⇒ Web-based anonymizers
- ⇒ Travel and hotel bookings
- ⇒ Exchangers
- ⇒ E-Cigarette and E-Liquid
- ⇒ Income earning programs
- ⇒ Adult content
- ⇒ File hosting

Deferred Rendering of Goods and Services

Deferred Rendering of Goods and Services is defined as funds that are received from a client for services or goods to be delivered to the client at a date further than 28 calendar days after purchase. Depending on a seller's goods, services or industry, we reserve the right to temporarily sustain an amount of transactions and/or monies until confirmation is received by virtue of client confirmation or if package delivery information can be substantiated.

Reserves and Hold Periods

We reserve the right to apply reserves and hold periods on funds on a case-by-case basis. Rolling reserves and hold periods will be placed on an account based on a number of factors, including but not limited to the following; business industry, chargeback ratio, refund ratio, processing volume, processing history, pricing model, and rendering of goods and services time frame.

Beneficiaries Mismatch (Add funds and Withdrawals, Loads and Unloads)

A beneficiary mismatch will occur when an entity might add funds, loading, unloading or withdrawing into or from the party of individual or entity different than that listed in account records. Transactions meeting the above criteria will not be released until requirements under Section 10.0 and 10.1 are completed. Please be advised that this process might delay the settlement or completion of said transaction.

1. Closing Accounts and Limiting Account Access

This Agreement's term will begin as soon as you accept these terms and will continue as long as you use the Site or the Services and are a member.

1. Activities Resulting In Account Limitation and Termination

We reserve the right to limit account access or withdrawals and the right to terminate this Agreement with no prior notice for any of the following:

- ⇒ Reporting unauthorized or unusual credit card or bank account use to your issuing bank, including but not limited to chargebacks.
- ⇒ Abusing the reversal process by a Buyer through their bank.
- ⇒ Consistently failing to follow the Resolutions process before filing a complaint with their issuing bank.
- ⇒ Initiating a reversal by a Buyer through their issuing bank without first following the Resolutions process.
- ⇒ Initiating transactions such as cash advances or assisting cash advances.
- ⇒ Sending unsolicited email or posting referral links on websites where they are not permitted.
- ⇒ Opening multiple Starter accounts.
- ⇒ Using the account to facilitate fraudulent activity.
- ⇒ Violating this User Agreement in any way.
- ⇒ Returning an incoming Electronic Funds Transfer due to insufficient funds in the bank account or an incorrect bank routing/institution and/or account number.
- ⇒ Using an anonymizing proxy.
- ⇒ Receiving excessive complaints from Buyers about your account, business or service.
 - ♣ Submitting altered verification documents.

2. Actions Resulting from Engagement in Restricted or Prohibited Activities

If we have reason to believe or suspect that you have engaged or plan on engaging in any restricted or prohibited activities, we may take various actions to protect us, other users or you from reversals, chargebacks, claims, fees, fines, penalties and any other activity that may render us liable.

The actions we may take include but are not limited to the following:

- ⇒ We may close, suspend or limit your access to your account (such as limiting access to any of your payment methods and/or your ability to send money, make withdrawals or remove financial information);
- ⇒ We may contact buyers who have purchased goods or services from you, contact your bank or credit card issuer and/or warn other users, law enforcement or impacted third parties of your actions;
- ⇒ We may update inaccurate information you provided us;
- ⇒ We may refuse to provide the services to you in the future;
- ⇒ We may hold your funds for up to 180 days if reasonably needed to protect against the risk of liability;
- ⇒ We may at any point ask for information regarding your business, reason for you sending or receiving the payment; and
- ⇒ We may take legal action against you.

We will use reasonable efforts to investigate accounts that are subject to account access limitations and to reach a final decision on said limitations. Should your account be limited, all funds will be held for a period of time until the issue is resolved. However, it may be held for a

lesser period which we will determine. By following this User Agreement, you can help protect your account from becoming limited.

1. Countries Not Supported

At this time, we cannot provide services to the countries listed on the O.F.A.C. website.

2. Anti-Money Laundering and Counter Terrorist Financing Policy

As a worldwide financial institution, SAYVES is fully committed to conducting due diligence on our clients and ensuring that all applicable laws and regulations necessary to forestall and prevent money laundering. These include confirming the identity of our sellers and buyers by means of:

- Government-issued photo ID
- Proof of residential or business address
- Business registration information and Corporate Documentation
- Tax Identification Document
- Employer Identification Number
- Any other applicable documentatio

Furthermore, we reserve the right to conduct enhanced due diligence on all clients given world-wide approved risk-based policies. Please note that SAYVES.com reserves the right to refuse a transaction or

deny operation on a client or account at any time should suspicion arise that it may be connected to money laundering, criminal activity or any other predicate offence to money laundering. SAYVES.com will not enter into any business arrangement with anyone or group suspected of or directly involved in money laundering, or where funds have been sources or ends of an illegal activity.

In the event that SAYVES.com receives, during its request for documentation, deceptive documentation, contact details, business description, or other false information, we will terminate the offending account. We are legally bound to report such misdemeanors to the relevant authorities, and as such the subject, business and its owners may be the subject to a criminal investigation.

Providing false, doctored, or deceptive documents is considered as fraud and will be treated as such. Tax Evasion and Fraud is a predicate offence to Money Laundering, and therefore, all assets derived from fraudulent transactions or suspicious activity may be seized and forfeited.

SAYVES.Com Counter-Terrorism Financing Statement (CTF)

As part of the information that is collected during our verification and AML procedures, we conduct verification through world-wide databases. At the forefront, they will include compliance with OFAC (Office of Foreign Asset Control) requirements, global sanctions reports, and government watch lists and rigorous screening processes. At any time, due to a requirement to satisfy any of the above verification methods, a client, business entity or any of the business entity owners or affiliates may be asked a specific document or piece of information to confirm their identity or provide additional information regarding any transaction, operations or even business dealings with certain individuals, institutions and dealings in geographical locations.

Should a situation arise where the nature of the business, geographical specific regulations or account activity fall in the scope of non-compliance in any applicable law or regulation, we will inform the client, business unit or any of the business owners or affiliates of the event and occurrence. For such instances, pre-verification and enhanced due diligence will be required prior to regaining active account status. In cases, where compliance is not achieved pursuing remediation measures, we will see fit to terminate the account and may report the event and surroundings to the applicable law enforcement and regulatory authorities.

1. Additional Terms

Our failure to enforce any provision of these terms is not an allowance of such provisions. It is our right to act with respect to subsequent or similar breaches and enforce such provisions.

This Agreement is governed by and interpreted under the laws of the state of Utah as such laws are applied to agreements entered into and to be performed entirely within the state of Utah without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against any other party in any way arising from or relating to this

Agreement and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud and statutory claims, in any forum other than the courts of the State of Utah and any appellate court from any thereof.

By accepting this Agreement, you acknowledge that upon verification of your personal identification and sufficient members and merchants in your area, you will be provided with a link to upload your SAYVES wallet. The wallet will be pre-loaded with Merchant Gift Value from participating merchants. You may also fund your INCASH account by the amount indicated by you and those funds will be deducted from the default account which you provided. INCASH accounts will be pooled in a SAYVES account maintained with First National Bank of Layton. You certify under penalty of perjury the accuracy of the information provided in this application, that you are not subject to backup withholding, that you are a U.S. person (including a U.S. resident alien), and you agree to be subject to the terms and conditions of this Agreement. The SAYVES name and logo are trademarks of SAYVES LLC All Rights Reserved. Patent Pending. Copyright © 2016

2. Dormant Accounts

Accounts with a positive balance but have not been accessed in 18 months are considered dormant. Dormant accounts are subject to a charge of up to \$10 per month. To regain access to your account after it has been placed in dormant status, please contact Customer Service or info@sayves.com.

3. Glossary

Account/Virtual Account

Account/Virtual Account means an account administered by SAYVES. **Account Limitation**

An Account status in which a Member has limited or no access to the Services pending an investigation. This status can be either temporary or permanent depending on the individual circumstances.

ACH

Automated Clearing House; localized bank transfers in North America.

Add funds

A function with which a Member can add funds into their account by bank transfer or credit card.

AML

Anti-Money Laundering.

Attestation

A form certifying a person's identity by signature or oath in an official capacity.

Bank Deposit Code

A Bank Deposit Code is created once a Member completes a bank deposit. Bank Deposit Codes are issued to all bank accounts outside of United States and Canada. This code is required when the Member visits their bank and must be included in the "Details" or "Reference" area of the bank transfer. No information other than the Bank Deposit Code should be entered in the "Details" or "Reference" area of the bank transaction. A missing Bank Deposit Code may cause delays in completing the transaction.

BSA/AML

Bank Secrecy Act/Anti-Money Laundering.

BIC

Bank Identification Code.

Business Emails

Business account holders may add more than one email to their account, to be displayed on invoices for different websites or product lines. Please note that each Business account is approved for only one registered business.

Business Tools

A set of functions available to Business account holders.

"Buy Now" Button

A button a Seller can integrate into their website allowing Members to sign up for a SAYVES Account and make an instant payment.

Chargeback

A function a Member may initiate through their credit card issuer to reverse a credit card payment. This action will result in an Account suspension as we are charged for every chargeback initiated by a Member.

Corporate Disbursement

See Mass Pay.

CVC

See CVV.

CVV

Credit Card Verification Value; A 3 - 4 digit code on either the front or back of your credit card. This code is an extra layer of security necessary for "Card-Not-Present" transactions.

CSV

Comma-Separated Values; a file format necessary for Mass Pay.

Debit Card

Debit Card means a plastic stored value card issued by a bank pursuant to a license with VISA or Mastercard

DBA

Doing Business As; a statement permitting a Seller to operate a SAYVES Account under a company name.

Due Diligence

Time and effort all Members are expected to spend on researching the reliability, credibility and ethics of individuals and/or businesses with which they plan on doing business. Members should contact these people or companies to establish a rapport and/or read blogs, reviews, brochures and other material and use their best judgment before doing business with them.

Earn Money

A SAYVES program with which a Member can earn money through referrals. Certain qualifications apply.

E-Commerce

A general business category encompassing most internet-based financial and commercial services.

EFT

Electronic Funds Transfer; bank transfers and bank wires.

Email Validation

Before a Member can login to their Account, they must click the link in the validation email.

IPN

Instant Payment Notification.

Mass Pay

A "Send Money" feature available to all Account holders. It can be used to pay several people or a large group at one time. This is a fast and effective tool for Members who make weekly pay-outs such as commissions or referral payments.

Member

A SAYVES customer with an active SAYVES Account.

Micro Deposits

Only for Canadian and American Members. Two deposits under \$0.15 each sent to a Member's bank account to verify account and routing/institution numbers. A Member will not receive these deposits if the information they have entered is incorrect. This will lead to a disabled bank account.

Multi-Currency

A function that allows a Member to convert funds from one currency to another. The currency exchange is adjusted regularly. An additional 2.5% is charged on top of the conversion rate. When SAYVES expands beyond the United States of America, there will be no charge for using or transferring InCash in countries that accept InCash.

Password

An alpha-numeric code each Member will create to log into their Account.

Payment Processing

A general business category including third-party electronic payment solutions.

Pooled Account

An account established with a bank where the funds of members and merchants are held until spent or withdrawn.

Proxy Server

In computer networks, a proxy server is a server (a computer system or an application program) that services the requests of its clients by gathering data and forwarding requests through firewalls to other servers. Members, merchants, and hackers who try to access Accounts through our proxy servers will be denied access.

Referral Link

A link found in a Member's Account that they can send in emails or apply to their website. When someone clicks on the link, the Member who sent out the link will receive a reward if the referral meets the necessary qualifications. Part of the "Referral Program".

Regulated

This applies to business types that carry extra risk resulting in a higher possibility of chargebacks. Also applies to an Account status in which a Member's access to the Services are limited.

Screen Shot

A picture of a computer screen. A screen shot of a bank transaction is usually necessary when a Member's funds have not been credited to their Account via the add funds function. The "Prt Scr" button on the keyboard will take a screen shot. You can paste the screen shot in the "Paint" program by selecting "Paste" under the "Edit" button.

Security Code

Our security code provides a way of authenticating that the data was sent by SAYVES. You create your security code and it is immediately encrypted so only you know the code you entered. Your security code will not change unless you enter a new code to be encrypted. You can make this change at any time by going to IPN Setup.

Send Money

A function that enables a Member to send funds to another Member using only their email. If the receiver does not have an Account, they will be invited by email to create one.

Split Payment

If a Member makes a payment by "Spend or Send Money" with a merchant gift account and they have insufficient funds, the rest is deducted from their InCash balance. If there are insufficient funds in the InCash account to simplify the purchase for the member and merchant, the balance is deducted from the default account.

"Subscribe Now" Button

A function a seller can integrate into their website which allows their customers to sign up for a paid subscription through us.

Session ID

When you "Sign In" to your SAYVES wallet, a one-time, one-use Session ID is initiated and becomes one of the components to completing the transaction within a limited time basis.

Transaction ID

After a member has selected a merchant they want to spend value with, or a person they want to send money to, entered the amount of the transaction, and clicked on SUBMIT, a one-time, one-use Transaction ID is generated as another component required as part of the security to complete the transaction.

Transaction PIN

In-lieu-of using a password, a member may use a Transaction PIN consisting of a 4-8 digit numeric code a member creates opening an Account. Much like a debit/credit card PIN, a Member will not be able to complete a transaction without entering this PIN correctly. Members will also have to answer two security questions when creating their PIN and will have to answer those questions correctly to reset it. The answers to the security questions are case-sensitive. **Note: Pins are not as secure as passwords**

Verification

Account verification identifies the Member as part of a Know Your Customer (KYC), Know Your Business (KYB) and Customer Identification Program (CIP) policy. Verification is mandatory for the SAYVES network as it is a regulatory requirement in addition to it enhancing security and helps to protect our Members against fraud and money laundering. It also ensures SAYVES's full compliance with the Bank Secrecy Act, Proceeds of Crime (Money Laundering) and Terrorist Financing Regulations.

Withdraw

A function in which a Member can transfer funds out of their Account by bank transfer or credit card.