

Terms of Service

Last Updated: Oct 14th, 2021

PLEASE NOTE THAT YOUR USE OF AND ACCESS TO THE SERVICES (AS DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.

Please note - this Terms of Service includes important information about what you agree to by using Abound® Technology and we encourage you to read it carefully - feel free to use the table of contents below to jump to a specific section.

1. *Definitions

1.1 Clients - Direct customers of Abound

1.2 Communications - all records, notices, statements, communications, and other items for all services provided to you

1.3 Content - Features, information, materials, and content provided and depicted through Abound® Services

1.4 Current Version - refers to a version of the software that is currently being supported by its publisher

1.5 Developer Dashboard - web portal provided to Client's to perform activities such as but not limited to measuring product usage, debugging, submitting and tracking support tickets, API key management and defining access management.

1.6 EFTPS - Electronic Federal Tax Payment System provided by the U.S. Department of Treasury for federal tax payments

1.7 End Users - Individuals accessing financial services with Abound® API embedded for functionality (can be once or twice removed depending on business structure of Abound Clients)

1.8 Master Service Agreement (MSA) - governing contract for Client/Abound relationship

1.9 Product - Represents Abound's complete Application Programming interface (API) and complementary solutions

1.10 Services - Abound's collective offering including products, services, applications and the website

1.11 Service Information - Information and interactive calculators made available to Clients/Subscribers (an subsequently to End Users) as a self-help tool in tax calculation

1.12 Spam - Unsolicited bulk email

1.13 Subscribers - Customers of Abound's direct customers in the event Abound is licensing to middleware providers

1.14 Tax Forms - All tax forms processed by Abound including [Federal Tax Payment Authorization](#), [W-9](#) or [1099](#)

1.15 Terms - Abound Terms of Use outlined in this Terms of Service Policy, Privacy Policy, Anti-Bribery & Anti-Corruption Policy, ECTFPA and Tax Policies

1.16 User Content - Client or Subscriber information for publication or distribution to third parties

1.17 User Information - Collective reference to all End User data collected by Abound to provide Services

1.18 Use Terms - Terms as well as any MSA you have executed to utilize the Services

1.19 Website - Abound's marketing and landing pages

*In the event of a conflict between the definitions set forth in these Terms and your MSA, the definition in the MSA shall apply.

2. Overview

These Terms of Service, which includes our Privacy Policy, Anti-Corruption & Anti-bribery Policies (hyperlink), ECTFPA and tax policies (altogether referred to hereafter, both in these Terms of Service and throughout the Website as the "Terms") represent an agreement between Track Technologies, Inc. dba Abound ("Abound", "We", or "Us") and you ("you", "your"), concerning your use and/or accessing of our technology. These Terms also contain the terms and conditions governing your use of and access to our website at <https://withabound.com> and all affiliated websites owned and operated by us (collectively, the "Website") and our products, services, and applications (together with the Website, the "Services"). This agreement provides a general description of the Services that Abound may provide to you, including those that allow you to provide tax, benefit and/or retirement services to you and/or to your customers (hereafter referred to as "End Users").

Throughout these Terms, we may refer to Clients and/or Subscribers. Such capitalized terms shall have the definition proscribed to them in the Master Service Agreement ("MSA") you signed governing your relationship with us, in addition to these terms. For a copy of our MSA template, for the purpose of ascertaining how we define "Client", "Subscriber" or any other capitalized terms not otherwise defined in these Terms, please feel free to contact us at legal@withabound.com.

For a more in-depth look at the Services we provide, please refer to our development and API Documentation dashboard at dashboard.withabound.com.

3. Use Disclaimer

Your use of and access to the Services are subject at all times to these Terms, our Privacy Policy and our Anti-Bribery & Anti-Corruption Policy, as well as any MSA you have executed to utilize the Services (altogether the “Use Terms”). Please read these Terms, our Privacy Policy and our Anti-Bribery & Anti-Corruption Policy carefully. By using or accessing the Services, you represent that you have read and understand these Terms, our Privacy Policy and our Anti-Bribery & Anti-Corruption Policy, and you agree to be bound by these Terms, our Privacy Policy and our Anti-Bribery & Anti-Corruption Policy. If you do not agree to all the terms and conditions of these Terms, our Privacy Policy and our Anti-Bribery & Anti-Corruption Policy, do not use or access the Services.

About Terms of Service may be accessed via our company website at <https://www.withabound.com/terms>

About Privacy Policy may be accessed via our company website at <https://www.withabound.com/privacy-policy>

About Anti-Bribery & Anti-Corruption Policy may be accessed via our company website at <https://www.withabound.com/anti-corruption>

THESE TERMS INCLUDE, AMONG OTHER THINGS, AUTHORIZATION FOR ABOUT TO PROVIDE TAX, RETIREMENT, HEALTHCARE, INSURANCE AND OTHER BENEFIT SERVICES ON YOUR BEHALF FOR BOTH YOUR BENEFIT AND /

OR THE BENEFIT OF YOUR END USERS, WHERE "END USER" SHALL MEAN ANY PERSON, THIRD PARTY OR BUSINESS THAT CONTRACTS WITH YOU ONLY AND IN DOING SO, UTILIZES OR SHALL HAVE ACCESS TO UTILIZE THE SERVICES. IN PROVIDING SUCH SERVICES, CLIENTS AND/OR SUBSCRIBERS SHALL BE REQUIRED TO SHARE END USER PERSONAL DATA, TO THE EXTENT OUTLINED AND SO AS IS CONSISTENT WITH ABOUND'S PRIVACY POLICY. THESE TERMS ALSO INCLUDE A BINDING ARBITRATION PROVISION CONTAINING A CLASS ACTION WAIVER, YOUR CONSENT TO WHICH IS A PRECONDITION TO YOUR AUTHORIZED USE OF THE SERVICES.

4. Electronic Signatures & Communications

4.1 Your Consent. To the extent permitted by applicable law, you consent to use electronic signatures and to electronically receive all records, notices, statements, communications, and other items for all services provided to you under these Terms and in connection with your relationship with us (collectively, "Communications") that we may otherwise be required to send or provide you in paper form (e.g., by mail). By accepting and agreeing to these Terms electronically, you represent that: (1) you have read and understand this consent to use electronic signatures and to receive Communications electronically; (2) you satisfy the minimum hardware and software requirements specified below; and (3) your consent will remain in effect until you withdraw your consent as specified below.

4.2 Your right to Withdraw Your Consent. Your consent to receive Communications electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further Communications electronically at any time by adhering to the termination process outlined in your contract with Abound. Please note that withdrawal of your consent to receive Communications electronically will not apply to Communications electronically provided by us to you before the withdrawal of your consent becomes effective. If you are interested in

withdrawing consent to receive electronic communications and require assistance, you may reach out to us at legal@withabound.com. Please note, withdrawing consent for electronic communications may require contract suspension or termination, at the election of Abound and as otherwise governed by your MSA with Abound.

4.3 You Must Keep Your Contact Information Current. In order to ensure that we are able to provide Communications electronically, you must provide updated contact information as it becomes available and ensure that your customers upkeep their contact information to ensure the accuracy of Services. Abound is not responsible for inaccurate, incorrect or incomplete information or the affects on its ability to provide Services for either Customer, Subscriber or End User.

4.4 Copies of Communications. You should print and save and/or electronically store a copy of all Communications that we send to you electronically.

4.5 Hardware and Software Requirements. In order to access and retain Communications provided to you electronically, you must have: (1) a valid email address; (2) a computer or other mobile device (such as tablet or smartphone) that operates on a platform like Windows or a Mac; (3) a connection to the Internet; (4) a Current Version of Internet Explorer 8 (or higher), Mozilla Firefox 7.0, Safari 5, or Chrome 15; (5) a Current Version of a program that accurately reads and displays PDF files, such as Adobe Acrobat Reader version 7 or higher; and (6) a computer or device and an operating system capable of supporting all of the above. "Current Version" means a version of the software that is currently being supported by its publisher.

4.6 Changes. All of the terms, charges, conditions or covenants of these Terms ([hyperlink](#)) are SUBJECT TO CHANGE SOLELY BY ABOUND and may be changed periodically, with or without prior notice to you, the User. If these Terms are changed, the changes will become effective when posted to the Site, and your acceptance of those changes will be presumed unless you notify Abound within 10 days of the changes going into effect that you

do not accept the changes. If you do not agree to these changes, you must terminate your use of the Services by providing notice to Abound of your intention to terminate, within the stated period provided in your MSA, or within 30 (thirty) days (whichever sooner). If the user does not give such notice, the changes shall be deemed accepted by you and you will be expected to comply with any and all such changes.

5. Requirements of Use

In order to use the Services, you, Clients, Subscribers or any other party intending to utilize the Services must: (a) be a duly incorporated entity (ie., Limited Liability Company, Corporation, Limited Partnership, or other registered entity – neither individuals nor sole proprietors shall be authorized to use the Services); (b) must have a contractual agreement with Abound that permits and outlines the rules of use in accessing Services (Clients must sign a Master Service Agreement (MSA) with us, Subscribers must have a signed agreement with an active Abound customer, and End Users must have a signed user agreement with either a Client or Subscriber); (c) accept and agree to these Terms and our Privacy Policy; (d) have a Bank Account with a U.S. financial institution; and (e) provide all information requested by us, such as business POC contact information (name and email address), business name and entity information, banking information, tax information, and such other information as we may request from time to time (collectively, "User Information"). You represent and warrant that all User Information you provide us from time to time is truthful, accurate, current, and complete, and you agree not to misrepresent your identity or your User Information. You agree to promptly notify us of changes to your User Information by updating your Account on the Developer Dashboard; provided, however, that you must notify us at least three Business Days before any changes to your Bank Account information, including, but not limited to, the closure of your Bank Account for any reason by emailing support@withabound.com, contacting your business account manager, or by updating your Account via the Developer Dashboard. Once a MSA has been fully

executed by you and countersigned by us, you will be authorized to implement and use the Services, subject to these Terms.

For our compliance purposes and in order to provide the Services to you, you hereby authorize us to, directly or through a third-party, obtain, verify, and record information and documentation that helps us verify your company and Bank Account information. In the event we are unable to verify your company information, we may require you to provide and/or confirm information and documentation that will allow us to identify you such as tax ID number, account number and/or other entity information.

By using the Services and providing User Information to us, you automatically authorize us to obtain, directly or indirectly from you, and without any time limit or without a prerequisite to pay any fees in return for the same, information about your customers (“End Users”) insofar as it supports our ability to provide integrated tax, benefits and/or retirement services to the End Users or to you on your behalf. By using the Services, you also agree to notify the End Users of all applicable tax forms including, [Federal Tax Payment Authorization](#), [W-9](#) or [1099](#) (altogether the “Tax Forms”) (refer to [withabound.com/ectfpa](#) for complete set of consent terms), and to require consents from End Users for use of the same. Specifically, Abound requires that you include certain text in your End-User-facing terms and conditions instructing the End Users to agree and consent to all applicable Tax Forms, and where necessary, to ensure End Users are properly enrolled through the Electronic Federal Tax Payment System (“EFTPS”) to facilitate proper and timely submission of End User federal tax payments. YOU ACKNOWLEDGE AND AGREE THAT WHEN ABOUND OR OUR THIRD-PARTY SERVICE PROVIDERS ACCESS AND RETRIEVE PERSONAL INFORMATION FROM YOU OR YOUR END USERS, ABOUND AND OUR THIRD-PARTY SERVICE PROVIDERS ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF ANY OTHER OUTSIDE PARTY. You understand and agree that in order to use the Services, you are required to notify End Users regarding how their personal data is collected, used, and shared and you are required to obtain their signed, informed

consent to use the same. Full details of data collection, use and sharing can be accessed in Abound's privacy policy (<https://www.withabound.com/privacy-policy>). All information you provide and our use thereof, including but not limited to Client, Subscriber or End User data, is and shall remain governed by these Terms together with our privacy policy.

6. Description of Services

6.1 Purpose. The purpose of the Services is to offer you a simple solution for providing tax, benefits and retirement services for independent workers, or those paying independent workers within your community. To satisfy this purpose, we offer an API that embeds into your current offerings to independent workers to capture the End User's relevant financial and tax data, and securely provide calculations and services based on that data. Precise data inputs and outputs may vary based on the Service feature(s) you elect. For a full list of data we may collect please see Abound's Privacy Policy.

Information and interactive calculators (altogether "Service Information") are made available by us to you, and in turn to your End Users, as self-help tools for your End Users' independent use. Such Service Information is not intended to provide investment or tax advice. We cannot and do not guarantee their applicability or accuracy in regards to you or your End Users' individual circumstances. All examples we may provide in providing the Services or Service Information are hypothetical and are for illustrative purposes only. We encourage each End User to seek personalized advice from qualified professionals regarding all personal finance and/or tax issues.

For more information about the Services, please review these Terms.

6.2 Service Disclaimer. Abound is not a tax preparer, tax attorney, accountant or financial adviser, and the Services we provide are not intended to operate so as to provide financial advice. Our calculations and Services are based on good faith understanding that the information the End User provides to you is 100% accurate and complete. We do not make any representations, warranties, or guarantees of any kind that the Services are appropriate for you. As a precondition to your use of the Services, you must first obtain written consent from your End Users of their full and complete acknowledgement and understanding of their responsibility to provide only accurate information when utilizing the Services, either directly or through you. It is strongly recommended that you also recommend to your End Users that they obtain additional information and advice from an independent financial adviser regarding all personal finance and/or tax issues.

7. Restrictions

7.1 Access & Security. You may only use the Services as an integrated part of your customer offering, as outlined in the provisions of your MSA. Your use of the Services must comply with all applicable law. If your use of the Services is prohibited by applicable law, then you are not authorized to use the Services and your contract with Abound will be terminated. Abound will pursue appropriate recourse to the full extent permitted in accordance with the Use Terms.

In using the Services, you agree to deploy optimum security practices. In doing so, you shall ensure that no one at your company, be it an executive, officer, member, agent, employee, contractor or otherwise, authorizes any unauthorized person or entity to use a company username and password or mobile device to access the Services. You are responsible for the maintenance, confidentiality, and security of your End Users, including but not limited to their username, password, and other User Information. Except as otherwise required by applicable law, you are responsible for activities authorized or performed using a company affiliated username and password or mobile device, whether authorized or unauthorized by you. Except as otherwise expressly

stated in these Terms, in your MSA, or required by applicable law, we are not responsible for any losses arising out of the loss or theft of your personal data or that of your End Users, or your mobile device or from unauthorized or fraudulent transactions associated with services you provide to your End User (including those utilizing Abound® Services). If you suspect or become aware of any unauthorized activity or access to a company username, password, or mobile device, that could impact Abound® Services, you must contact us immediately by email at security@withabound.com or as outlined in your MSA.

We offer the Services and the features, information, materials, and content provided and depicted through the Services (collectively, "Content") solely for use as an integrated part of your End User service offering, as outlined in the provisions of these Use Terms. Any and all other uses are prohibited. You may not restrict or inhibit Abound from providing Services to any other Client or Subscriber, nor are you entitled to access any confidential information or otherwise with respect to our relationships with other Clients or Subscribers.

7.2 Our Intellectual Property. The Services and Content are protected by copyright, trademark, patent, and other intellectual property laws. We expressly reserve all rights and remedies under applicable law. Except as expressly provided by these Terms, your MSA, or with our prior written consent, you may not use, modify, disassemble, decompile, reverse engineer, reproduce, distribute, rent, sell, license, publish, display, download, transmit, or otherwise exploit any Content in any form by any means. Without limiting the foregoing, you agree not to (and not to allow any third party to): (a) use any robot, spider, scraper, or other automatic or manual device, process, or means to access the Services or copy any Content, except as expressly authorized by us; (b) take any action that imposes or may impose (in our sole determination) an unreasonable or a disproportionately large load on the Services or our infrastructure; (c) utilize any device, software, or routine that will interfere or attempt to interfere with the functionality of the Services; (d) rent, lease, copy, provide access to, or sublicense any

portion of the Services or Content to a third party; (e) use any portion of the Services or Content to provide, or incorporate any portion of the Services or Content into, any product or service provided to a third party; (f) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code of the Services or Content; (g) modify the Services or Content or create any derivative product from any of the foregoing; (h) remove or obscure any proprietary or other notices contained in the Services or Content; (i) use the Services or Content in any way that is illegal, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable, as we may determine in our sole discretion; (j) jeopardize the security of your Account by accessing Services or any other person's Account (such as sharing login credentials to access the Services); (k) attempt, in any manner, to obtain login credentials, account details, or other security information for any other Client using the Services; (l) violate the security of any computer network or crack any passwords or security encryption codes; or (m) run Maillist, Listserv, any form of auto-responder or "spam," or any processes that run or are activated while you are not logged in to access the Services. We may, but are not obligated to, monitor your use of the Services and Content.

We do not grant you any licenses, express or implied, to our intellectual property or the intellectual property of our licensors, except as expressly stated in these Terms. We and our third-party licensors retain all right, title, and interest in and to the Services, Content, and any associated patents, trademarks, copyrights, mask work rights, trade secrets, and other intellectual property rights.

7.3 User Content. Your use of the Services may enable you to submit content, send emails and other communications, and provide other information for publication or distribution to third parties (collectively, "User Content"). Any User Content must not violate any laws and shall not be threatening, obscene, racist, defamatory, libelous, pornographic, infringing of intellectual property rights, promoting of illegal activity or cause or intend to cause harm to groups and/or individuals, be invasive of privacy, be

purposely false or otherwise injurious to third parties, or be objectionable and must not consist of or contain software, computer viruses, commercial solicitation, political campaigning, chain letters, mass mailings, or any form of "spam." If you submit User Content, and unless we indicate otherwise, you grant us a nonexclusive, perpetual, royalty-free, irrevocable, and fully sublicensable (through multiple tiers) right to use, modify, reproduce, adapt, translate, publish, create derivative works from, distribute, display, and otherwise exploit such User Content throughout the world in any media. We take no responsibility and assume no liability for any User Content submitted by you or any other user or third party.

To the extent permitted by applicable law, we may, in our sole discretion and without liability to you, terminate (or suspend access to) your use of the Services, Content, or your Abound® Account for any reason, including, but not limited to, your breach of these Terms.

8. Unauthorized Access

If you suspect someone has gained unauthorized access to your username or password, you must contact us immediately at security@withabound.com. In order to take any action, you will need to provide certain User Information so we can verify your identity.

9. Communications about the Services

In order to use the Services, you must have an active contract permitting use of Abound® Services, in which you must provide your email address and you must expressly consent to receive email messages relating to the Services. Third-party data and message fees may apply. To verify your mobile device number or text message address, we may send you a code via text message to the mobile device number or text

message address you provide, and you must enter that code as instructed by us. If you change your mobile device number or text message address, you must promptly provide and verify your new mobile device number or text message address.

10. Third-Party Websites

The Services may contain links or connections to third-party websites or services that are not owned or operated by us or our third-party service providers or licensors. We provide such links and connections for your reference only. We do not control such third-party websites or services and are not responsible for their availability or content. Our inclusion of such links and connections does not imply our endorsement of such third-party websites or services or any association with their owners or operators. We assume no liability whatsoever for any such third-party websites or services or any content, features, products, or practices of such third-party websites or services. Your access and use of such third-party websites and services is subject to applicable third-party terms and conditions and privacy policies. We encourage you to read the terms and conditions and privacy policy of each third-party website or service that you visit or utilize.

11. Termination of Services

You are responsible for handling any requests from your End Users, including termination of services (exact details should be outlined in Client or Subscriber agreement with End User). Abound does not govern how you interact with your End Users other than to insist on transparency in data treatment, notification and appropriate security protections, nor are we responsible for the termination of Services to your End Users. This Section notwithstanding, you may stop using the Services by adhering to the termination clause as set forth in your MSA.

Upon the closure of your Account, we will adhere to all parameters for separation/termination as outlined in your MSA. Please contact your Abound/Client relationship manager to initiate the process.

12. Privacy

Abound takes the privacy of its Customers, Subscriber and their End Users very seriously. You understand that by using the Services, you consent to the collection, use, storage, and disclosure of your information and the End User information you share in support of Services, as set forth in these Terms and our Privacy Policy.

13. Legal Considerations

13.1 Warranty Disclaimer. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS, YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES AND ALL INFORMATION, PRODUCTS, AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR THIRD-PARTY SERVICE PROVIDERS EXPRESSLY DISCLAIM ANY AND ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES OF ANY KIND AS TO THE SERVICES AND ALL INFORMATION, PRODUCTS, AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, WE AND OUR THIRD-PARTY SERVICE PROVIDERS MAKE NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (E) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE OBTAINED BY YOU FROM US OR OUR THIRD-PARTY SERVICE PROVIDERS THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OR THE TERMS OF YOUR MSA.

ANY MATERIAL OBTAINED THROUGH THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

13.2 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT ABOUND, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AND THIRD-PARTY SERVICE PROVIDERS WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR FOR ANY: (A) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR (B) LOSS, ERROR, OR INTERRUPTION OF USE OR DATA (IN EACH CASE, WHETHER DIRECT OR INDIRECT), OR (C) COST OF COVER OR LOSS OF BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), EVEN IF THE PARTY

KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL EXCEED THE AMOUNT PAID OR PAYABLE BY CLIENT TO ABOUND DURING THE SIX (6) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO LIABILITY (PROVIDED THAT, IF NO FEES ARE PAID OR PAYABLE, SUCH AMOUNTS WILL BE LIMITED TO ONE HUNDRED DOLLARS (US\$100.00)). UNLESS OTHERWISE NEGOTIATED IN YOUR MSA, YOU AGREE TO ALL TERMS AS OUTLINED.

13.3 Indemnity. At our request, you agree to defend, indemnify, and hold harmless Abound, its affiliates, and its and their respective employees, officers, directors, agents, and third-party service providers from and against any and all claims, suits, liabilities, damages (actual and consequential), losses, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising from or in any way related to any third-party claims relating to your use of the Services, violation of these Terms, applicable law or any third-party rights, or your fraud or willful misconduct. Such indemnified parties reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will cooperate in asserting any available defenses.

13.4 Assignment. You may not transfer, assign, or delegate these Terms or your rights or obligations hereunder or your Abound® Account in any way (by operation of law or otherwise) without our prior written consent. To the extent permitted by applicable law, we may transfer, assign, or delegate these Terms and our rights and obligations hereunder without your consent.

13.5 Third-Party Beneficiary. You agree that our third-party services providers are third-party beneficiaries of the applicable provisions of these Terms, with all rights to enforce such provisions as if such service providers were a party to these Terms.

13.6 Governing Law. These Terms are made under and will be governed by and construed in accordance with the laws of the State of Delaware, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction.

DISPUTE RESOLUTION BY BINDING ARBITRATION; JURY TRIAL WAIVER; CLASS ACTION WAIVER. For any and all controversies, disputes, demands, claims, or causes of action between you and us (including the interpretation and scope of this Section and the arbitrability of the controversy, dispute, demand, claim, or cause of action) relating to the Services or these Terms (as well as any related MSA or prior agreement that you may have had with us), you and we agree to resolve any such controversy, dispute, demand, claim, or cause of action exclusively through binding and confidential arbitration. The arbitration will take place in the federal judicial district of your residence. As used in this Section, "we" and "us" mean Abound and its subsidiaries, affiliates, predecessors, successors, and assigns and all of its and their respective employees, officers, directors, agents, and representatives. In addition, "we" and "us" include any third party providing any product, service, or benefit in connection with the Services or these Terms (as well as any related or prior agreement that you may have had with us) if such third party is named as a co-party with us in any controversy, dispute, demand, claim, or cause of action subject to this Section.

Arbitration will be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration will be conducted before one commercial arbitrator from the American Arbitration Association ("AAA") with substantial experience in resolving commercial contract disputes. As modified by these Terms, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA's Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively, the "Rules and Procedures").

You should review this provision carefully. To the extent permitted by applicable law, you are GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that you file in small claims court in the state or municipality of your residence within the jurisdictional limits of the small claims court and as long as such matter is only pending in that court. Additionally, notwithstanding this agreement to arbitrate, either party may seek emergency equitable relief in federal court if it has jurisdiction or, if it does not, in a state court located in the federal judicial district of your residence in order to maintain the status quo pending arbitration, and each party hereby agrees to submit to the exclusive personal jurisdiction of the courts located within the federal judicial district of your residence for such purpose. A request for interim measures will not be deemed a waiver of the obligation to arbitrate.

Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures may be SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrators' decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

You and we must abide by the following rules: (A) ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (B) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (c) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation, (d) we also reserve the right, in our sole and exclusive discretion, to assume responsibility for any or all of the costs of the arbitration; (e) the

arbitrator will honor claims of privilege and privacy recognized at law; (f) the arbitration will be confidential, and neither you nor we may disclose the existence, content, or results of any arbitration, except as may be required by applicable law or for purposes of enforcement of the arbitration award; (g) subject to the limitation of liability provisions of these Terms, the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; and (h) each party will pay its own attorneys' fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys' fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law.

This Section will survive termination of your Abound® Account and these Terms as well as any voluntary payment of any debt in full by you or any bankruptcy by you or us. With the exception of subparts (a) and (b) of this Section (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal, or conflicting part was not contained herein. If, however, either subpart (a) or (b) of this Section is found to be invalid, unenforceable, or illegal, then the entirety of this arbitration provision will be null and void, and neither you nor we will be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute will be exclusively brought in federal court if it has jurisdiction or, if it does not, in a state court located in the federal judicial district of your residence.

If you wish to opt out of this arbitration provision, you must notify us of your election in writing within 30 days of the date that you first became subject to this arbitration provision or within 30 days of the effective date of any material change to these Terms by sending a written notice to us by certified mail at the following address: Track Technologies, Inc. dba "Abound", 4 Embarcadero Center, Suite 1400, San Francisco,

CA 94111, Attn: Arbitration Opt-Out. Your opt-out notice must include your name, address, phone number, and email address.

For more information on the AAA, the Rules and Procedures, or the process for filing an arbitration claim, you may call the AAA at 800-778-7879 or visit the AAA website at <http://www.adr.org>.

13.7 Miscellaneous. Your End Users shall be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services. The failure of either you or your End Users to exercise, in any way, any right herein will not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms will otherwise remain in full force and effect and enforceable. These Terms, together with our Privacy Policy and your MSA, constitute the entire and sole agreement between you and us with respect to the Services and supersedes all prior understandings, arrangements, or agreements, whether written or oral, regarding the Services. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Abound, and you do not have any authority of any kind to bind Abound in any respect whatsoever.

13.8 Additional Terms. In conjunction with your access or use of the Services, you may be subject to additional terms, rules, policies, and conditions that are posted on the Website, including, but not limited to, terms and conditions for our referral or rewards programs (the “Additional Terms”), which are hereby incorporated by reference into the Use Terms. In the event of a conflict between any Additional Terms, your MSA and these Terms, the MSA will control, defaulting to these Terms if no conflict exists within the MSA language.

14. Change to Terms or the Services

We may add to or terminate any of the Services or amend these Terms at any time, in our sole discretion, without providing notice to you (unless otherwise outlined in your MSA), subject to applicable law. We reserve the right, subject to applicable law, to deliver to you any notice of changes to existing terms or the addition of new terms by posting an updated version of these Terms on the Website or delivering notice thereof to you electronically. You are free to decide whether or not to accept a revised version of these Terms, but accepting these Terms, as revised, is required for you to continue accessing or using the Services. If you do not agree to these Terms or any revised version of these Terms, your sole recourse is to terminate your access or use of the Services. Except as otherwise expressly stated by us, your access and use of the Services are subject to, and constitute your acceptance of, the version of these Terms in effect at the time of your access or use.

15. Contact Us

If you have any questions, comments, or concerns regarding these Terms or the Services, please contact us at support@withabound.com or Track Technologies, Inc. dba "Abound", 4 Embarcadero Center, Suite 1400, San Francisco, CA 94111.