

CARD Website Terms of Use

Overview

Please carefully read these terms of use (“Website Terms of Use”) before accessing any CARD websites and mobile applications (individually, and collectively, the “Website”) owned and operated by CARD Corporation, and its subsidiaries and affiliates (collectively, “CARD,” “CARD.com”, “we,” or “us”).

These Website Terms of Use are subject to change without advance notice except when required by law. Changes will be incorporated into the Website Terms of Use and posted on our Website with users bound by any changes.

If you do not agree to the Website Terms of Use, please do not access the Website. ***By accessing the Website you are indicating your acknowledgment and acceptance of the Website Terms of Use in its totality, and explicitly for each item below:***

- Any unauthorized user or use of the Website, including but not limited to unauthorized entry into CARD’s systems, misuse of passwords or any information in, on or through CARD’s systems or Website, is strictly prohibited.
- CARD may disclose and transfer any information that you provide through the Website to any affiliates, and any other person or entity if we have a right or duty to disclose or are permitted or compelled to so disclose such information by law.
- CARD and its affiliates may transmit, transfer or process such information to or through any country that we deem necessary or appropriate.
- Your use of the Website may be monitored, tracked and recorded.
- User access to the Website is subject to all applicable international, federal, state and local laws and regulations.
- User will not attempt to log on to Website from any country under sanctions by the Office of Foreign Assets Control (“OFAC”). Information regarding which countries are under sanctions may be obtained on the website for the U.S. Department of Treasury.

Copyright and Trademark Notice

The trademarks, logos and service marks (the “Marks”) displayed on the Website are the property of, or are licensed to CARD or its affiliates or business partners. Marks may not be copied, transmitted, modified, distributed, displayed, published, licensed, altered, framed, stored, or sold without written permission from CARD or such third-party which may own a specific Mark. Any other featured words or symbols may be the trademarks of their respective owners.

No Unlawful or Prohibited Use

As a user of the Website, you agree not to use the Website for any purpose that is unlawful or prohibited by law or the Website Terms of Use. You may not use the Website in any manner that could damage, disable or impair CARD's systems or the Website, or interfere with any other party's use of the Website or services available through it. You may not seek to obtain any materials or information through the Website that is not intentionally made available to you through the Website itself and you are prohibited from compromising security or tampering with system resources, passwords or accounts. If you are involved in any violation of CARD's system security, CARD reserves the right to release information related to the violation to system administrators or other websites in order to assist in preventing or resolving any security concerns.

No Warranties

All content, products and services on the Website, or obtained from another website to which the Website is linked, are provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, title, non-infringement, security, or accuracy.

CARD makes no representations or warranties that the Website is free of defects, viruses or other harmful components. CARD is not responsible for any damages that may result from the hacking or infiltration of the Website or our systems.

CARD is not responsible, nor does it endorse the accuracy or reliability of, any opinion, advice or statement made through the Website by any party other than CARD, any content provided on linked websites or the capabilities for reliability of any product or service obtained from a linked website.

Under no circumstance, will CARD be liable for any loss or damage caused by a user's reliance on information or use of any product or service obtained through the Website or a linked website. It is the responsibility of the user to evaluate the accuracy, completeness or usefulness of any opinion, advice or other content, product or service available through the Website or a linked website.

Disclaimer of Liability

CARD, ITS AFFILIATES, BUSINESS PARTNERS, LICENSORS, AGENTS, DIRECTORS, EMPLOYEES, OR OFFICERS WILL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOST INCOME, PROFITS, COST OF PROCURING SUBSTITUTE SERVICE OR LOST OPPORTUNITY) ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE WEBSITE OR A LINKED WEBSITE, EVEN IF CARD IS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. THIS LIMITATION INCLUDES, BUT IS NOT LIMITED TO, THE TRANSMISSION OF ANY VIRUSES WHICH MAY INFECT A USER'S EQUIPMENT,

FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS. CARD DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE WEBSITE. USER HAS THE SOLE RESPONSIBILITY FOR PROTECTION AND BACKUP OF DATA AND/OR EQUIPMENT USED IN CONNECTION WITH THE WEBSITE.

Indemnity

You agree to indemnify, defend and hold harmless CARD, its affiliates, business partners, licensors, agents, directors, employees or officers from and against all liabilities, claims, damages and expenses, including any reasonable legal and accounting fees and costs arising out of your use of the Website, your breach of any of the Website Terms of Use, or your infringement of the intellectual property rights of third parties. You will also indemnify CARD against claims that information or material that you have submitted to us is in violation of any law or in breach of any third party rights.

Accounts, Passwords and Secure Areas

You are responsible for protecting and maintaining your account and passwords. You agree to notify us of any breach of security of your account or password and it is your responsibility to control access of your password and account. Access to and use of password protected and/or secure areas of the Website is restricted to authorized users only. Unauthorized users attempting to access these areas of the Website may be subject to prosecution.

Transmission of Personal Data

User acknowledges and agrees that by providing CARD with any personal or proprietary user information through the Website, such personal or proprietary user information may be transmitted and used in accordance with CARD's standard business practices to the extent permitted by law. User should be aware that linked websites may contain different provisions regarding the transmission of personal information that differ from CARD's, and CARD is not responsible for such provisions and disclaims any liability for such provisions.

Confidentiality

Except as required by law and in accordance with any privacy policy, we are required to provide you, CARD will maintain confidentiality of all user communications which contain personal user information and which are transmitted directly to CARD. User should be aware that linked websites may contain different provisions regarding confidentiality that differ from CARD's, and CARD is not responsible for such provisions and disclaims any liability for such provisions.

Disruption of Service

From time to time, access to the Website may be unavailable, delayed or limited due to a number of circumstances, including but not limited to hardware and software failure, loading of system capacities, damage caused by severe weather, natural disasters, fire, wars, earthquakes, water damage, interruption in power supply or utility service, stoppage of labor, or governmental or regulatory restrictions.

Links to Other Websites

Any links to the Website are only a connection to information on topics and any access to any other websites linked to the Website is at the user's own risk. CARD has no control over the content on non-Website internet locations, and CARD reserves the right to disable any unauthorized links. CARD prohibits caching, hypertext linking, and the framing of content through the Website. CARD does not guarantee the authenticity of documents on the internet, nor is it responsible for other linked websites' rules and regulations, privacy provisions, confidentiality provisions, transmission of personal data provisions, and any other provisions that differ from CARD's own provisions. CARD disclaims any and all liability related to such provisions and does not endorse any opinions, ideas, products or services offered at such websites.

Violations of the Website Terms of Use

CARD reserves the right to seek all remedies available at law and in equity for violations to these Website Terms of Use, including the right to block access from specific Internet address(es) to the Website.

Governing Law

These Website Terms of Use are subject to any agreements you have entered into with CARD. Your access to, and use of, the Website is your acknowledgement and agreement to submit to the laws of the State of California and applicable federal law without regard to conflicts of laws principles.

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