

User Terms and Conditions

By browsing and using this website, you are agreeing to comply with and be bound by the following Terms and Conditions (“T & Cs”) of use which govern TransCard’s relationship with you in the context of this website.

TransCard Payments, LLC (“TransCard”, “company”, “our”, “we”, “us” or “our” as the context permits) includes our parent company, and their direct and indirect subsidiaries and affiliates, together with our and their employees, officers, directors, successors, and assigns is the owner of www.transcard.com (“the website” which includes all sub-pages thereof). You (“you”, “your”, “user” or “visitors” as the context permits), which includes you individually or as a company any of your employees, officers, or directors and any successors and assigns, are the user and viewer of our website. Collectively, TransCard and you are the “parties”.

These T & Cs may be changed at any time, without notice. Any such revision will be binding and effective immediately upon the posting of the revised T & Cs on our website. Your continued use of our website constitutes agreement to any revision of the T & Cs. Visitors to the website are advised to regularly read the T & Cs for possible changes.

General

The content of this website is for your general information use only. Both the content and functionality of this website is subject to change at any time without notice. Anything on our website may be out of date at any given time and it could include inaccuracies or typographical errors. We seek to ensure that information published on our website is accurate when posted, but we cannot be held liable for its accuracy or timeliness. You must not rely on information on the website and you acknowledge that you must take appropriate steps to verify this information before acting upon it.

You agree not to: (1) damage, interfere with or disrupt access to the website or do anything which may interrupt or impair its functionality; (2) monitor, gather or copy any content on this website by using any robot, “bot,” spider, crawler, spyware, engine, device, software, extraction tool or any other automatic device, utility or manual process of any kind; (3) frame or utilize framing techniques to enclose any trademark or other proprietary information (including, without limitation, any images, text or page layout); (4) engage in any activities through or in connection with this website that violates any right of any third party; (5) attempt to circumvent the security systems of the website; (6) attempt to gain unauthorized access to services, materials, other accounts, computer systems or networks connected to any of our servers; and (7) attempt to use the website for any purposes other than those intended by us, as determined by us in our sole discretion.

You also agree that, in using this website, you will not impersonate any person or entity.

Privacy & Confidentiality - Generally

Any material transmitted to or through the website by a user shall be considered non-confidential and non-proprietary. We shall have no obligations with respect to such material. We and our designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes. We shall be free to use or copy all information provided by you in any such communications, including ideas, inventions, concepts, techniques, software or know-how disclosed therein, for any and all purposes.

Cookies and Log Files

We may store so called “cookies” on your computer during your visit of our website. Most Internet browsers are set to accept these cookies automatically. The type of personal information we collect as a result of a cookie is specific to your computer and may include the Internet Protocol (“IP”) address, the date and time you access our website and what parts of the website are visited. We collect the foregoing personal information to monitor the usage and usefulness of our website, for statistical purposes, for security assessment and any other legally permissible purpose. We may provide this data to third parties as well.

Your browser should include settings that, among other things, notify you of receipt of a cookie, accept or deny all cookies or accept or deny cookies from specific websites. You may set your browser as you choose, but be aware that you may no longer be able to use all the possibilities and features of our website if you do not permit cookies from us.

We may keep server log files that include information such as your IP address, server IP address, operating system, browser, date and time, referring page and pages accessed. Whether you accept cookies or not, this information could be gathered and our use of this information is the same as for cookies.

Security of your data

The storage and transfer of your data through the internet are secured by means of the current usual techniques.

Links from this website

This website may provide links or references from or to other third party websites and are provided solely for your convenience. If you use these links, you leave our website. We have not reviewed all of these third party websites and do not control and are not responsible for these websites, their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the website, you do so entirely at your own risk.

Links to this website

Any user may create links to this website on the basis that the user links to, but does not replicate, the home page of the website, and subject to the following conditions: (a)

you may not remove, distort or otherwise alter the size or appearance of our logo; (b) you do not create a frame or any other browser or border environment around the website; (c) you do not in any way imply that we are endorsing any products or services other than our own; (d) you do not misrepresent your relationship with us nor present any other false information about us; (e) you do not otherwise use any of our trademarks displayed on the website without express written permission from us; (f) you do not link from a website that is not owned by you; (g) you do not in way, in our sole discretion, disparage TransCard; and (h) your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

Copyright and Trademark Notices

Visitors or users are not permitted to modify, distribute, publish, transmit or create derivative works of any material found on this site for any public or commercial purposes. Unless otherwise indicated, all intellectual property rights in this website and all information provided on or via this website (whether in text, images and other materials, including trademarks) are owned by or have been licensed to TransCard. Nothing on this website should be construed as granting any license or right in or to any trademark, patent or any other intellectual property right of TransCard. The written content displayed on this website is owned by TransCard and may not be reproduced in whole, or in part, without the express written permission of TransCard.

Disclaimer, Exclusions and Limitations

The material on the Site is provided "as is", without any conditions, warranties or other terms of any kind.

You agree that we shall not be responsible or liable for any damages or injury of any kind (including but not limited to direct, indirect, incidental, statutory, punitive, special or consequential damages) in connection with the website in any way or in connection with the use, inability to use or the results of use of the website, including but not limited to viruses that may infect your computer equipment, property, software or data, any websites linked to or from the website, any material on such linked websites, or from your reliance on any information provided on or via this website.

We expressly disclaim any representations or warranties of any kind, whether express or implied, including but not limited to the accuracy, currency, completeness and/or the merchantability or fitness for a particular purpose of any information contained on or provided via this website and any product described or promoted on this website.

You hereby agree indemnify and hold us harmless from and against all actions, claims and liabilities, suffered, incurred or sustained by us as a result of your use and/or exploitation of the website.

Severability

If these T & Cs are or become partially void, the parties will continue to be bound by remainder of the same. The parties shall replace the void part by provisions that are

valid and have legal effect that correspond with those of the void part as much as possible, taking into account the content and purport of these T & Cs. An additional condition to this severability is found in the Arbitration section of these T & Cs.

Arbitration

Upon the election of either you or us, any Claims (as defined below), except for Claims filed in a small claims court, may be resolved by mandatory, binding arbitration (“Arbitration Provision”). The small claims court exclusion applies only so long as the dispute remains in the small claims court and is an individual (non-class, non-representative) Claim. If a Claim asserted in small claims court is transferred or appealed to a different court, either you or we may then elect mandatory, binding arbitration pursuant to this Arbitration Provision. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the Federal Arbitration Act (the FAA).

As used in this Arbitration Provision, the following terms have the following definitions. The word Claim means any claim, controversy, or dispute of any kind arising from or relating to the use of the website or any relationship arising from or related to the website. The word Claim includes, but is not limited to, any claim, controversy or dispute involving one or more of the following: (1) the formation, application, enforceability, or interpretation of this arbitration provision or other part of the T & Cs; and (2) any matters relating to the website including but not limited to the contents thereof, your use or reliance upon information contained therein, your use of the website, information you provide to us via the website and information we gather from your use of the website.

All Claims are subject to this Arbitration Provision, regardless of whether the Claim: (i) previously existed, is now existing (whether discovered or undiscovered) or arises later; (ii) is based on a theory of contract, tort (including intentional tort), negligence, agency or other vicarious liability, fraud, statute, regulation, constitution, or any other source of law or equity; (iii) seeks monetary damages, or declaratory, injunctive relief, or other remedy or relief; (iv) is asserted as an initial claim, counterclaim, crossclaim, interpleader action, third-party claim or other action; or (v) is asserted as an individual claim or as part of a class action or other representative or collective action. (Any Claim asserted as part of a class action or other representative or collective action shall proceed in arbitration on an individual basis as set forth below.) All questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

The party electing arbitration must use the arbitration administrator (“Administrator”) shown below and follow its rules and procedures, except as otherwise stated in this Arbitration Provision. Copies of its current rules, procedures, forms, and related information, including information about how to file a Claim, may be obtained by contacting the Administrator via the following methods of contact: (a) US Mail: American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043; (b) Phone: 877-495-4185; (c) Fax: 877-304-8457; or (d) Email: casefiling@adr.org.

For Claims with total financial exposure to us not exceeding \$25,000, you may pursue your action in the General Sessions Court located in Hamilton County, Tennessee (the “small claims court exclusion”). Claims are subject to all the limitations set forth herein and this provision does not confer any additional rights or remedies to you other than access to and the use of the appropriate court. Our total financial exposure does not include our attorney’s fees, but does include any award by the court including any costs, fees or other expenses assigned by the court.

Except for the small claims court exclusion set forth above, either you or we may ask an appropriate court to compel arbitration, or stay litigation pending arbitration, of any Claim, even if the Claim is part of a lawsuit in court. A party who has asserted a Claim in a lawsuit may nevertheless elect mandatory arbitration with respect to any Claims subsequently asserted in that lawsuit by any other party. Delay in exercising these rights shall not waive such rights. Failure to exercise arbitration rights with respect to a particular Claim shall not waive your right or our right to demand arbitration of any other Claim. If the Administrator declines to administer a Claim in arbitration, then either party shall have the right to proceed with the Claim as a lawsuit in court, in which case the Class Action Waiver set forth below still applies.

You and we hereby knowingly and voluntarily (1) waive the right to proceed as part of any class action and (2) waive the right to a trial by jury of any and all Claims. No Claim submitted to arbitration is heard by a jury or may be brought as a class action or as a private attorney general. You do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim submitted to arbitration (“Class Action Waiver”). Any Claim resolved by arbitration shall be arbitrated on an individual basis by a single arbitrator. The arbitrator’s authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator’s authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

The parties to this Arbitration Provision acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is non-severable from this Arbitration Provision. If the Class Action Waiver is limited, voided or found unenforceable, then the parties’ agreement to arbitrate (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated. If any portion of this Arbitration Provision, other than the Class Action Waiver, cannot be enforced, that portion will be severed, and the rest of the Arbitration Provision will continue to apply.

A single arbitrator chosen by the Administrator will resolve Claims pursuant to the rules and procedures of the Administrator and this Arbitration Provision. This Arbitration Provision will govern in the event of conflict with the Administrator’s rules and procedures. Discovery procedures available to parties will be limited by the Administrator’s rules and procedures. The arbitrator will apply applicable substantive

law consistent with the FAA and applicable statutes of limitations and honor legally recognized claims of privilege. The arbitrator will have the power to award any damages or other relief that would be available in court and permitted under these T & Cs, but only with respect to the named parties and the Claims being arbitrated. The arbitrator and this Arbitration Provision will not be subject to federal, state, or local rules of procedure and evidence applicable to lawsuits or to state or local laws relating to arbitration. Either party may choose to have an arbitration hearing and to be represented by counsel. An arbitration hearing may be conducted by telephone if the parties agree. Any participatory arbitration hearing that you attend in person will occur at a place designated by the Administrator at a location within the federal judicial district of Chattanooga, Tennessee or at some other place agreed upon by you and us. The arbitrator will use reasonable efforts to protect confidential information if requested to do so by any party. The arbitrator will make any award in writing and, upon a timely written request, provide a written statement of reasons for the award.

You and we will be responsible for paying the fees of the arbitrator and any administrative fees charged by the Administrator according to the rules and procedures of the Administrator. We will also pay or reimburse you for all or part of other arbitration fees, if the arbitrator determines there is good reason to do so, and we will pay any fees and costs, which we are required to pay by law or by the rules and procedures of the Administrator. In addition, in the event that you receive an arbitration award that is greater than our last written settlement offer, the arbitrator shall have the discretion to require us to pay your attorneys' fees and costs. Otherwise, each party will bear its own attorneys' fees and costs, regardless of who prevails.

The arbitrator's decision is final and binding on the parties, except for any right of appeal provided by the FAA. Costs will be allocated in the same way as costs are allocated in arbitration by a single arbitrator. A final and binding award is subject to judicial review only as provided by the FAA. An arbitration award will be enforceable under the FAA by any court having jurisdiction.

This Arbitration Provision shall survive: (i) changes in the T & Cs; (ii) changes in the relationship between you and us; and (iii) bankruptcy of any party. Any different agreement regarding arbitration of Claims must be agreed in writing.

Governing Law

This website can be accessed from various countries around the world. As each of these countries has laws that may differ from those of the United States of America, by accessing this website you agree that the laws of the United States of America and those of the state of Tennessee shall apply to all matters arising from or relating to the use and contents of this website or information provided to you via this website. We make no representation that materials on this website are appropriate or available for use in locations outside the United States. Access to this website from countries or territories where such access is illegal is prohibited. Those who choose to access this website outside the United States do so on their own initiative and are responsible for compliance with local laws to the extent they are applicable. The parties irrevocably consent to the exclusive personal jurisdiction of the federal and state courts located in

Chattanooga, Tennessee, as applicable, for any matter arising out of or relating to these T & Cs, except that TransCard may bring any such action necessary to enforce these T & Cs in any court with proper jurisdiction.

Communication

Should you have questions or comments, you may contact us in writing at: TransCard Payments, LLC, 1301 Riverfront Parkway, Suite 112, Chattanooga, TN 37402.