

WeSave Website Terms of Use

Last updated May 24, 2023

PLEASE CAREFULLY READ THESE TERMS AND CONDITIONS. BY ACCESSING THIS SITE, YOU AGREE TO BE BOUND BY THE LEGAL TERMS AND CONDITIONS HEREINAFTER. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT ACCESS THIS WEBSITE.

These terms and conditions of WeSave, Inc. (“WESAVE”) apply to your access to, and use of, the websites, mobile applications (collectively, the “Site”) and other products and services (collectively, the “Services”) of WESAVE. WESAVE reserves the right to revise these Terms and Conditions at any time. Revisions will take effect at the time in which they are reposted online. It is your responsibility to check our Terms of Use and Privacy Policy before using the Site. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. All disclaimers, terms and conditions will be governed by and enforced according to the laws of the State of California without regard to any conflicts of law provisions, in the state and federal courts located in Los Angeles County, California. Please review our [Privacy Policy](#) for privacy related terms.

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Purchases

In order to purchase products or services displayed on this Site you will be requested and sometimes required to enter certain information, which includes credit card and related payment and billing information. In the act of providing such information, you warrant that it is both current

and accurate. The act of making a purchase (even under consideration that the electronic signoff is somehow avoided), confirms that you agree to pay all related charges (including product, service, shipping & handling if applicable, and taxes) incurred by yourself or users of your credit card.

Use of Site and Site Materials

Access to Services offered on or through the Site may require you to first open an account. You are responsible for maintaining the confidentiality of your account information, including your password, and for all activity that occurs under your account. You agree to notify us immediately at help@wesave.com of any unauthorized use of your account or password, or any other breach of security. You agree to provide us with accurate, current, and complete information about yourself and your billing/payment information as prompted by the registration process or any redemption process.

Certain data relative to the activity of your user session may be collected. This information as well as information provided through the process of purchasing a product may be used by WESAVE. We may use personal information to provide the services you have requested. We may also use aggregated non-personal information for auditing, research, reports, and analysis to operate and improve WESAVE technologies and Services. Please see our [Privacy Policy](#).

We may contact you using your email address to inform you of upgrades, outages, and other product related information and promotional offers unless you opt out of receiving marketing related emails.

Physical orders are fulfilled pursuant to third-party suppliers who receive the order through the Site and then ship the product. Therefore, the suppliers are responsible for any liability or loss related to the delivery of the product by the third-party's contracted shipper. WESAVE bears no responsibility for orders canceled or delayed for reasons including without limitation, inaccurate information supplied by the purchaser, or an inability to contact the person that placed the order, or the cardholder for that order. WESAVE reserves the right to refuse an order for any reason.

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Site Protection

You hereby represent, warrant, and agree not to (i) take any action or (ii) upload, post, submit or otherwise distribute or facilitate distribution of any content (including text, communications, software, images, sounds, data, or other information) using any communications service, message board, directory, survey, feedback, or other service available on or through the Site or the services offered on the Site, that:

- a. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, profane or which in any way promotes or facilitates any such activity;
- b. is or promotes racism, bigotry, terrorism, or any hatred or physical harm of any kind against any group, individual or animal;
- c. infringes, violates or misappropriates any patent, trademark, trade secret, copyright, right of publicity or other right of any party, or otherwise promotes or facilitates any such activity;
- d. is in violation of any applicable local, state, national and international laws and regulations, or otherwise promotes or facilitates any such activity;
- e. constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming"), chain letters or any form of lottery or gambling, or which in any way promotes or facilitates any such activity;
- f. solicits passwords, financial or any other personal identifying information from end users, or otherwise promotes or facilitates any such activity;
- g. imposes an unreasonable or disproportionately large load on any WESAVE computing, storage or communications infrastructure, or attempts to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or otherwise, or which in any way promotes or facilitates any such activity;
- h. contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data or other information of WESAVE or any third party, or which in any way promotes or facilitates any such activity;
- i. harvests or collects any information from the Site or end users (other than information directly related to end user's own transactions), or which in any way promotes or facilitates any such activity;
- j. impersonates any person or entity, including any employee or representative of WESAVE, or which in any way promotes or facilitates any such activity;
- k. constitutes any improper or inappropriate (in WESAVE's sole determination) communication or attempted communication with a minor; or
- l. provides any of the following information: your or any other person's (a) home or business address, (b) credit card numbers, (c) social security card numbers, or (d) telephone numbers
- m. provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses, or which in any way promotes or facilitates any such activity.

Suspension and Termination

You agree that WESAVE may, in its sole discretion and without prior notice to you, suspend and/or terminate your access to the Site and your account for any reason, including without limitation: (i) attempts to overcome any software security features limiting use of or protecting

any Site Material, (ii) suspected or actual violation of these Terms of Use, (iii) suspected or actual copyright infringement, or (iv) requests by law enforcement or other government agencies. You agree that WESAVE will not be liable to you or to any third party for suspension and/or termination of your account and/or access to the Site and the Services.

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Indemnification.

You agree to indemnify defend and hold harmless WESAVE and its parents, sister companies, subsidiaries, affiliates, licensors, officers, directors, agents and employees from any claim or demand, including reasonable attorneys' fees, made by any third party arising out of or related to your violation of these Terms of Use, or your violation, infringement or misappropriation of any law, regulation or third-party right.

Policy to Terminate Privileges for Copyright Infringement.

If you believe that your copyright has been or is being infringed on the Site, please contact WeSave at: help@wesave.com with a subject line of: “POTENTIAL COPYRIGHT VIOLATION”. You should also write us at: WeSave, Inc. 24254 Main Street, Newhall CA 91321 Attn: Legal Department. Any written notice by you to us should describe the potential or actual infringing activity and must include the following information:

- a) An electronic or physical signature of the person authorized to act on behalf of the owner of a right that is allegedly infringed;
- b) A description of where the allegedly infringing material is located on the Site;
- c) Information reasonably sufficient to allow us to contact you, such as your address, telephone number and e-mail address;
- d) A statement by you that you have a good faith belief that the disputed use of the material is not authorized by the copyright or other proprietary rightful owner, its agent, or the law; and
- e) A statement by you that the above information and notification is accurate, and under penalty of perjury, that you are the copyright owner or authorized to act on behalf of the owner whose exclusive right is allegedly infringed.

General.

No delay or failure to act under these Terms of Use shall constitute any waiver by WESAVE of any provision of these Terms of Use. If any provision of these Terms of Use is invalid or unenforceable under applicable law, then it is, to that extent, deemed enforceable to the fullest extent possible (and severable in the event such provision is completely unenforceable) and the remaining provisions of these Terms of Use will continue in full force and effect. These Terms of Use and all applicable policies referenced herein, shall bind and inure to the benefit of WeSave's successors, transferees and assigns. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises. These Terms of Use shall be governed by the laws of the State of California without regard to or application of any conflict of laws provisions. You consent to the exclusive jurisdiction of the state and federal courts sitting in Los Angeles County, in the State of California. These Terms of Use are personal to you and may not be transferred, assigned, or delegated to anyone. Any attempt by you to assign, transfer or delegate these Terms of Use or shall be null and void. WESAVE may freely assign these Terms of Use without your consent or notice. These Terms of Use, including WESAVE's Privacy Policy constitute the complete and exclusive agreement between WESAVE and you with respect to the subject matter hereof and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein.