



BonusRight Platform Terms of Use

Last Modified: May 3, 2022

1. Acceptance of the Terms of Use

These BonusRight Platform Terms of Use, together with any documents or other terms and conditions or agreements expressly incorporated by reference (collectively, the “Terms of Use”), constitute a legally binding agreement between you, or any company you represent (collectively, “You,” “you,” or “User”), and PayDesign, Inc. (“PayDesign”). The Terms of Use govern all User access to and use of <https://bonusright.com/>, <https://bonusrightapp.com/>, <https://mybonusright.com/>, and any other PayDesign website or client portal (collectively, the “Websites”), any PayDesign mobile or desktop apps (the “Apps”), and any content, functionality, technology solutions and services offered on or through the Websites or Apps (collectively, the “Services”). The Website, Apps and Services are collectively referred to as the “BonusRight Platform”.

Please read the Terms of Use carefully before you start to use the BonusRight Platform. **By downloading, installing, or using the BonusRight Platform, or by clicking to accept or agree to the BonusRight Platform Terms of Use when this option is made available to you, you accept and agree to be bound and abide by the BonusRight Platform Terms of Use and the BonusRight Privacy Policy, found at <https://bonusright.com/privacy-policy/> and incorporated herein by reference. If you do not want to agree to the BonusRight Platform Terms of Use or the Privacy Policy, you must not access or use the BonusRight Platform.**

This BonusRight Platform is offered and available to users who are 18 years of age or older. By using the BonusRight Platform, you represent and warrant that you are of legal age to form a binding contract with BonusRight and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the BonusRight Platform.

2. Changes to the Terms of Use

PayDesign may revise and update the Terms of Use from time to time in its sole discretion. All changes are effective immediately when PayDesign posts them and apply to all access to and use of the BonusRight Platform thereafter. However, any changes to the dispute resolution provisions set forth in the Governing Law and Jurisdiction section will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the BonusRight Platform. Your continued use of the BonusRight Platform following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page frequently, so you are aware of any changes, as they are binding on you.

3. Accessing the BonusRight Platform and Account Security

PayDesign reserves the right to withdraw or amend the BonusRight Platform, and any service or material provided on the BonusRight Platform, in BonusRight’s sole discretion without notice. BonusRight will not be liable if for any reason all or any part of the BonusRight Platform is unavailable at any time or for any period. From time to time, PayDesign may restrict access to some parts of the BonusRight Platform, or the entire BonusRight Platform, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the BonusRight Platform.
- Ensuring that all persons who access the BonusRight Platform through your internet connection are aware of the Terms of Use and comply with them.

To access the BonusRight Platform or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the BonusRight Platform that all the information you provide on the BonusRight Platform is correct, current and complete. You agree that all information you provide to register with this BonusRight Platform, post on the BonusRight Platform, or otherwise, including but not limited to through the use of any interactive features on the BonusRight Platform, is governed by the BonusRight Privacy Policy, and you consent to all actions BonusRight takes with respect to your information consistent with the Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of PayDesign security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this BonusRight Platform or portions of it using your username, password or other security information. You will be responsible for all activities that occur under that password. You agree to notify PayDesign immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

You also represent and warrant that: (i) you will not select or utilize a user name of another person with intent to impersonate that person; (ii) you will not select or utilize a user name in which another person has rights, if you do not have that person's authorization to use such name; and (iii) you will not select or utilize a user name that PayDesign in its sole discretion deems offensive.

PayDesign has the right to disable any user name, password or other identifier, whether chosen by you or provided by PayDesign, at any time in its sole discretion for any or no reason, including if, in PayDesign's opinion, you have violated any provision of the Terms of Use.

4. License and Site Access and Use

By accessing or using the BonusRight Platform, either directly or through a provider, such as, without limitation, The VisionLink Advisory Group, Inc., you receive a temporary limited, non-exclusive, non-assignable and non-transferable license to use the BonusRight Platform for your personal and internal business purposes only, and solely on terms consistent with the Terms of Use, including, without limitation, the mathematical equations, tracking system and related computations provided in the BonusRight Platform, and any incorporated agreements or restrictions of access, use and related limitations. Any unauthorized use of or access to the BonusRight Platform is prohibited and will terminate any permission or license granted herein to use the Site.

The license granted above does not include, without limitation: (a) any resale or commercial use of the BonusRight Platform or content therein; (b) the collection and use of any data, product listings or descriptions; (c) making derivative uses of the BonusRight Platform and its contents; or (d) use of any data mining, robots, or similar data gathering and extraction methods. Except as noted above, you are not conveyed any right or license by implication, estoppel, or otherwise in or under any

patent, trademark, copyright, or proprietary right of PayDesign or any third-party. Except as otherwise expressly provided, you may not modify, copy, distribute, transmit, display, perform, reproduce, use, publish, license, create derivative works from, transfer or sell any information or content contained in the BonusRight Platform as a whole, or any software, data, products or services obtained from or available as part of or in conjunction with the BonusRight Platform. You may not develop or derive for commercial sale any data in machine-readable or other form that incorporates or uses any substantial part of the BonusRight Platform or its content. You may not transfer to or store any data residing or exchanged over the BonusRight Platform in any electronic network for use by more than one user unless you obtain prior written permission from PayDesign.

Any unauthorized use of or access to the BonusRight Platform is prohibited and will terminate any permission or license granted herein to use the BonusRight Platform and may violate copyright, trademark and other laws.

5. Intellectual Property Rights

The BonusRight Platform and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by PayDesign, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. No right, title or interest in or to the BonusRight Platform or any content on the BonusRight Platform is transferred to you, and all rights not expressly granted are reserved by PayDesign.

6. Trademarks

The BonusRight name, BonusRight logo, PayDesign name and logo, and all related names, logos, product and service names, designs and slogans are trademarks of PayDesign or its affiliates or licensors. You must not use such marks without the prior written permission of PayDesign. All other names, logos, product and service names, designs and slogans on this BonusRight Platform are the trademarks of their respective owners.

7. Prohibited Uses

You may use the BonusRight Platform only for lawful purposes and in accordance with the Terms of Use. In addition to the other restrictions set forth in the Terms of Use, you agree not to use the BonusRight Platform:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.

- To impersonate or attempt to impersonate PayDesign, a PayDesign employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).

- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the BonusRight Platform, or which, as determined by PayDesign, may harm PayDesign or users of the BonusRight Platform or expose them to liability.

Additionally, you agree not to:

- Use the BonusRight Platform in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the BonusRight Platform, including their ability to engage in real time activities through the BonusRight Platform.

- Use any robot, spider or other automatic device, process or means to access the BonusRight Platform for any purpose, including monitoring or copying any of the material on the BonusRight Platform.

- Use any manual process to monitor or copy any of the material on the BonusRight Platform or for any other unauthorized purpose without PayDesign's prior written consent.

- Use any device, software or routine that interferes with the proper working of the BonusRight Platform.

- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.

- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the BonusRight Platform, the server on which the BonusRight Platform is stored, or any server, computer or database connected to the BonusRight Platform.

- Attack the BonusRight Platform via a denial-of-service attack or a distributed denial-of-service attack.

- Use your access to the BonusRight Platform for any commercial redistribution purpose without prior written permission from PayDesign.

- Republish and/or disseminate information found or created in the BonusRight Platform without first obtaining written permission from PayDesign.

- Otherwise attempt to interfere with the proper working of the BonusRight Platform.

8. User Contributions and User Data

The BonusRight Platform may contain certain areas and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the BonusRight Platform. For clarification, User Contributions do not include any employee data or personally identifiable information input by users into the calculators or other mathematical equations included on the BonusRight Platform ("User Data"). You agree not to enter into the BonusRight Platform any social security numbers or any other form of government issued identification to create or track employee compensation plans in the BonusRight Platform.

All User Contributions must comply with the Content Standards set out in the Terms of Use.

By creating and storing or posting your User Contributions to the BonusRight Platform, or inputting User Data, you automatically grant, and you represent and warrant that you have the right to grant, to PayDesign an irrevocable, perpetual, royalty-free, non-exclusive, fully paid, sublicenseable (through multiple tiers) worldwide right (including any moral rights) and license to store, and back up, such User Contributions and User Data. By providing any User Contribution and inputting user Data on the BonusRight Platform, you also grant PayDesign and its affiliates and service providers, and each of their and PayDesign's respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose, including the right to query for samples of data and statistics. Notwithstanding the above, all User Data will only be reproduced, displayed, distributed and otherwise disclosed to third parties in an aggregated and anonymized manner as set forth in the Privacy Policy.

You further represent and warrant that:

- You own or control all rights in and to the User Contributions and User Data and have the right to grant the license granted above to PayDesign and PayDesign's affiliates and service providers, and each of their and PayDesign's respective licensees, successors and assigns.
- All of your User Contributions and User Data are truthful, accurate, appropriate and comply with applicable law.
- All of your User Contributions and User Data do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions and User Data you submit or contribute, and you, not PayDesign, has full responsibility for such content, including its legality, reliability, accuracy and appropriateness.

PayDesign is not responsible, or liable to any third party, for the content or accuracy of any User Contributions or User Data posted by you or any other user of the BonusRight Platform.

9. Monitoring and Enforcement; Termination

PayDesign has the right to:

- Remove or refuse to post any User Contributions for any or no reason in its sole discretion. PayDesign may add, change, discontinue, remove, edit or suspend such User Contributions at any time for any reason without notice to you, without your permission, and without liability.
- Take any action with respect to any User Contribution that PayDesign deems necessary or appropriate in PayDesign's sole discretion, including if PayDesign believes that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the BonusRight Platform or the public or could create liability for PayDesign.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the BonusRight Platform.
- Terminate or suspend your access to all or part of the BonusRight Platform for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, PayDesign has the right to fully cooperate with any law enforcement authorities or court order requesting or directing PayDesign to disclose the identity or other information of anyone posting any materials on or through the BonusRight Platform. YOU WAIVE AND HOLD HARMLESS PAYDESIGN AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, PayDesign cannot and does not undertake to review all material before it is posted on the BonusRight Platform and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, PayDesign assumes no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. PayDesign has no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

10. Content Standards

These content standards (the “Content Standards”) apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and the BonusRight Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.

- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by PayDesign or any other person or entity if this is not the case.

11. Copyright Infringement

If you believe that any User Contributions violate your copyright, please see PayDesign's Copyright Policy set forth below for instructions on sending PayDesign a notice of copyright infringement. It is the policy of PayDesign to terminate the user accounts of repeat infringers.

12. NO RELIANCE ON INFORMATION POSTED

The information presented on or through the BonusRight Platform is made available solely for general information purposes. PayDesign does not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. PayDesign disclaims all liability and responsibility arising from any reliance placed on such materials by You or any other visitor to the BonusRight Platform, or by anyone who may be informed of any of its contents.

For Users who are compensation plan or program sponsors, the BonusRight Platform provides You with one of many tools to develop, plan and track the components of your compensation program(s) based on the information you provide and is not guaranteed to be accurate, correct, complete or in compliance with the law. You must confirm any plan with the appropriate laws of your jurisdiction, and it is urged that you confirm any plan you design with your legal counsel and tax advisor. Your plan should be reviewed for mathematical correctness, legal and tax compliance and confirmed independently.

In addition, BonusRight does not guarantee to any User that any information provided by a compensation plan or program sponsor is accurate, correct, complete or in compliance with applicable law. Further, any individual employee or participant information presented in the BonusRight Platform is not any indication or assurance of future commitments or compensation. Neither are they a guarantee of ongoing employment. Any projections of future possible pay amounts are strictly for illustration purposes.

The BonusRight Platform includes content provided by third parties, including materials provided by other users, and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by PayDesign, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of PayDesign. PayDesign is not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

The BonusRight Platform may contain information, content and tools or services for individual compensation plan and program participant users, as well as for the employers and organizations that sponsor the compensation plan and programs included on the BonusRight Platform. It is not intended to be used to prepare information for third parties.

13. Third Party Materials.

The BonusRight Platform may display, include or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services, including through third-party advertising (“Third Party Materials”). You acknowledge and agree that PayDesign is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. PayDesign does not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you, and you access and use them at entirely your own risk and subject to such third party’s terms and conditions.

14. Changes to the BonusRight Platform

PayDesign may update the content on the BonusRight Platform from time to time, but its content is not necessarily complete or up to date. Any of the material on the BonusRight Platform may be out of date at any given time, and PayDesign is under no obligation to update such material.

15. Information About You and Your Visits to the BonusRight Platform

All information PayDesign collects on the BonusRight Platform is subject to the BonusRight Privacy Policy. By using the BonusRight Platform, you consent to all actions taken by PayDesign with respect to your information in compliance with the Privacy Policy.

16. Linking to the BonusRight Platform and Social Media Features

You may not use, frame, or use framing techniques to enclose, any PayDesign trademark, logo or other proprietary information (including the images found on the BonusRight Platform, the content of any text or the layout/design of any web page or form contained on a web page) without PayDesign's express written consent. Further, you may not use any metatags or any other “hidden text” utilizing a PayDesign name, trademark, or product name without PayDesign's express written consent. If you would like to link to the BonusRight Platform, please contact bonusrightsupport@vladvisors.com with your written request. If you are approved, PayDesign will provide you with instructions for the link requirements.

The BonusRight Platform may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the BonusRight Platform.
- Send e-mails or other communications with certain content, or links to certain content, on the BonusRight Platform.
- Cause limited portions of content on the BonusRight Platform to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by PayDesign, and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions PayDesign provides with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the BonusRight Platform or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.

- Link to any part of the BonusRight Platform other than the Website homepage.
- Otherwise take any action with respect to the materials on the BonusRight Platform that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with PayDesign in causing any unauthorized framing or linking immediately to cease. PayDesign reserves the right to withdraw linking permission without notice.

PayDesign may disable all or any social media features and any links at any time without notice in PayDesign's discretion.

17. Links from the BonusRight Platform

If the BonusRight Platform contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. PayDesign has no control over the contents of those sites or resources and accepts no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this BonusRight Platform, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

18. Disclaimer of Warranties

You understand that PayDesign cannot and does not guarantee or warrant that files available for downloading from the internet or the BonusRight Platform will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the BonusRight Platform for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, PAYDESIGN WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE BONUSRIGHT PLATFORM, INCLUDING ANY SOFTWARE, SERVICES, GOODS OR OTHER ITEMS OBTAINED THROUGH THE BONUSRIGHT PLATFORM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE BONUSRIGHT PLATFORM, INCLUDING ITS CONTENT AND ANY SOFTWARE, SERVICES, GOODS OR OTHER ITEMS OBTAINED THROUGH THE BONUSRIGHT PLATFORM, IS AT YOUR OWN RISK. THE BONUSRIGHT PLATFORM, INCLUDING ITS CONTENT AND ANY SOFTWARE, SERVICES, GOODS OR OTHER ITEMS OBTAINED THROUGH THE BONUSRIGHT PLATFORM, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER PAYDESIGN NOR ANY PERSON ASSOCIATED WITH PAYDESIGN MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE BONUSRIGHT PLATFORM, INCLUDING ANY CONTENT, SOFTWARE, SERVICES, GOODS OR OTHER ITEMS OBTAINED THROUGH THE BONUSRIGHT PLATFORM. PAYDESIGN FURTHER DOES NOT WARRANT OR

MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULT OF THE USE OF THE CONTENT OR MATERIAL ON THE BONUSRIGHT PLATFORM (INCLUDING, WITHOUT LIMITATION THE FORMULAS, MATHEMATICAL EQUATIONS OR PROCESSES) IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, TIMELINESS, OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, NEITHER PAYDESIGN NOR ANYONE ASSOCIATED WITH PAYDESIGN REPRESENTS OR WARRANTS THAT THE BONUSRIGHT PLATFORM, INCLUDING ITS CONTENT OR ANY SOFTWARE, SERVICES, GOODS OR OTHER ITEMS OBTAINED THROUGH THE BONUSRIGHT PLATFORM (INCLUDING, WITHOUT LIMITATION THE FORMULAS, MATHEMATICAL EQUATIONS OR PROCESSES) WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE BONUSRIGHT PLATFORM OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE BONUSRIGHT PLATFORM OR ANY SOFTWARE, SERVICES, GOODS OR OTHER ITEMS OBTAINED THROUGH THE BONUSRIGHT PLATFORM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, PAYDESIGN HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

YOU ACKNOWLEDGE AND AGREE THAT ANY TRANSMISSION TO AND FROM THE BONUSRIGHT PLATFORM IS NOT CONFIDENTIAL AND YOUR COMMUNICATIONS OR USER CONTENT MAY BE READ OR INTERCEPTED BY OTHERS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT BY SUBMITTING COMMUNICATIONS OR USER CONTENT TO PAYDESIGN AND BY POSTING INFORMATION ON THE BONUSRIGHT PLATFORM, NO CONFIDENTIAL, FIDUCIARY, CONTRACTUALLY IMPLIED OR OTHER RELATIONSHIP IS CREATED BETWEEN YOU AND PAYDESIGN OTHER THAN PURSUANT TO THESE TERMS OF USE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOU WILL NOT HOLD OR SEEK TO HOLD PAYDESIGN OR ANY THIRD-PARTY PROVIDER RESPONSIBLE FOR THE CONTENT PROVIDED BY ANY USER.

19. Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL PAYDESIGN, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE BONUSRIGHT PLATFORM, INCLUDING AND ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE BONUSRIGHT PLATFORM OR SUCH OTHER WEBSITES, INCLUDING ANY SOFTWARE, SERVICES, GOODS OR OTHER ITEMS OBTAINED THROUGH THE BONUSRIGHT PLATFORM, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

IF YOU ARE DISSATISFIED WITH THE BONUSRIGHT PLATFORM, YOU DO NOT AGREE WITH ANY PART OF THE TERMS OF USE, OR HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST PAYDESIGN, ANY THIRD-PARTY PROVIDER OR ANY USER OF THE BONUSRIGHT PLATFORM, WITH RESPECT TO THESE TERMS OF USE, OR THE BONUSRIGHT PLATFORM, THEN YOUR SOLE AND EXCLUSIVE REMEDY AGAINST PAYDESIGN IS TO DISCONTINUE USING THE BONUSRIGHT PLATFORM.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

20. Indemnification

You agree to defend, indemnify and hold harmless PayDesign, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the BonusRight Platform, including, but not limited to, your User Contributions, any use of the BonusRight Platform's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the BonusRight Platform.

21. Governing Law and Jurisdiction

All matters relating to the BonusRight Platform and the Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the BonusRight Platform shall be instituted exclusively in the federal courts of the United States or the courts of the State of Utah in each case located in Salt Lake County, although BonusRight retains the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your state or country of residence or any other relevant location. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

22. Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE BONUSRIGHT PLATFORM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

23. Waiver and Severability

No waiver by PayDesign of any term or condition set forth in the Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of PayDesign to assert a right or provision under the Terms of Use shall not constitute a waiver of such right or provision.

If any provision of the Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited

to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

24. Entire Agreement

The Terms of Use, Privacy Policy, and any other documents referenced in the Terms of Use, and any services agreement or license terms between the parties, constitute the sole and entire agreement between you and PayDesign with respect to the BonusRight Platform and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the BonusRight Platform.

25. Your Comments and Concerns

The BonusRight Platform is operated by PayDesign, Inc., located at 3855 S Sweet Escape Dr, Washington, UT 84780.

All notices of copyright infringement claims should be sent to the copyright agent designated in PayDesign's Copyright Policy as set forth below in the manner and by the means set forth therein. All other feedback, comments, requests for technical support and other communications relating to the BonusRight Platform should be directed to: bonusrightsupport@vladvisors.com.

Copyright Policy

REPORTING CLAIMS OF COPYRIGHT INFRINGEMENT

PayDesign takes claims of copyright infringement seriously. PayDesign will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the BonusRight Platform infringe your copyright, you may request removal of those materials (or access to them) from the BonusRight Platform by submitting written notification to PayDesign's copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the BonusRight Platform, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow PayDesign to locate that material.
- Adequate information by which PayDesign can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

PayDesign's designated copyright agent to receive DMCA Notices is:

NAME: Tom Miller
PayDesign, Inc.
ADDRESS: 23201 Lake Center Drive, Suite 207, Lake Forest, CA 92630
EMAIL: vwatson@vladvisors.com
PHONE: 949-852-2288

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the BonusRight Platform is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

COUNTER-NOTIFICATION PROCEDURES

If you believe that material you posted on the BonusRight Platform was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with BonusRight (a "Counter-Notice") by submitting written notification to PayDesign's copyright agent designated above. Pursuant to the DMCA, the Counter-Notice must include substantially the following:

- Your physical or electronic signature.
- An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
- Adequate information by which PayDesign can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the BonusRight Platform may be found) and that you will accept service from the person (or an agent of that person) who provided the BonusRight Platform with the complaint at issue.

The DMCA allows PayDesign to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter-Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on the BonusRight Platform was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

REPEAT INFRINGERS

It is PayDesign's policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.