



Hustlebeez Terms of Services

As of March 12, 2020

These terms of service ("Terms of Service" or "Agreement") constitute a legal agreement between you and Hustlebeez Technologies, Inc. ("Hustlebeez"), a Delaware corporation. As used in these Terms of Service, the words "you" and "your" refer to you, the user of Hustlebeez's website, device, or applications, as the party agreeing to these Terms of Service. The words "we", "us", "our" and any other variation thereof refer to Hustlebeez. Any reference to "Hustlebeez" in this document includes our directors, officers, employees, contractors, owners, agents, licensors, or licensees. As used in these Terms of Service, the term "Site", "App" and "Services" includes all websites and all devices or applications that we operate that link to these Terms of Service, pages within each such website, device, or application, any equivalent, mirror, replacement, substitute or backup website, device, or application, and pages that are associated with each such website, device, or application. The use of the word "including" in these Terms of Service to refer to specific examples will be construed to mean "including, without limitation" or "including but not limited to" and will not be construed to mean that the examples given are an exclusive list of the topics covered.

1. Accepting the Terms

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. By accessing or using the Services in any way or by clicking to agree to these Terms when that option is made available to you, you agree to be bound by these Terms. If you do not agree to all the terms and conditions of these Terms, you may not access our Services. If your access to or use of the Services is prohibited by applicable law, you are not authorized to access or use the Services. We are not responsible if you access or use the Services in any manner that violates applicable law.

2. Your Privacy

For information regarding Hustlebeez's personal information practice, please refer to Hustlebeez's [Privacy Policy](#), which is hereby incorporate into these Terms of Service. This policy explains how your personal information is treated when you use the Services. The policy may be revised from time to time without prior notice and changes will be effective upon posting to the site.

3. Third Party Service Providers

Hustlebeez works with one or more online services providers to operates our Services. As we integrate other service providers, Hustlebeez cannot always foresee or anticipate any difficulties which may result in failure to obtain data or loss of data, personalization settings or other service interruptions. Hustlebeez cannot assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, communications or personalization settings. Information may be more up-to-date when obtained directly from the relevant sites.

4. The Services

Hustlebeez is a mobile platform offering a hassle-less intelligent rewards program that bridges together merchants and consumers. Hustlebeez is designed to help you save more passively by rewarding you cashback from qualifying purchases that pays directly to your loans. Additionally, Hustlebeez is missioned to combat the student loan crisis by matching the cashback you earned when you makes a payment towards student loans. As of now, during our beta, users are only able to link student loan accounts and credit loan accounts.

4.1. Requirements to Access or Use the Services

Currently, only individuals who are residents of the United States who are at least 18 years old, and who provide valid and accurate personal information when enrolling are eligible to earn rewards. Corporations and other entities are not eligible. Individuals under the age of 18 are not eligible. In order to protect children's privacy, our services are not intended for individuals under the age of 13. We do not knowingly collect personal information from children under the age of 13. Information received or collected from a child under age of 13 will be deleted.

To start earning cashback with Hustlebeez, you must accept and agree to these Terms, including our [Privacy Policy](#), and any additional terms. You must download the App and follow the enrolment instructions, including by signing up using a valid email address and complete the verification process. You must provide all information requested by us, such as your name, email address, phone number, and payment account information ("User Information"). All determinations as to whether a phone number is authorized by the Company is at our sole discretion. 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 must promptly notify us of changes to your User information by updating your Account. Our [Privacy Policy](#) governs our collection, use, storage, and disclosure of User Information.

You may not set up multiple accounts for yourself, your family members and other affiliates, impersonate or use another person's account, or use any manual or automated means (such as for example, a macro, script, 'bot', use of a 'click farm', etc.), or engage in any other behavior or use of our products that is inconsistent with their normal and intended use, to circumvent these restrictions. If we, technology partners, or a participating merchant determine that you attempted to earn reward using such methods or any other fraudulent or deceptive means, we reserve the right to cancel any and all of your rewards, terminate your user account, and/or report you to the authorities. We reserve the right to investigate any transaction or activity that we believe, in our sole discretion, is abusing or has abused Hustlebeez Services that we or any partners may provide through us.

4.2. Linking Your Cards

Once you have completed the sign-up process, you must link a valid qualifying debit or credit card to your Hustlebeez account in order to be eligible to earn cashback. You must link at least one eligible debit or credit card to your Account. Please note that not all cards are eligible to be linked to your Account. Some exclusions may apply, Hustlebeez, its Third Party Service Providers, and

the Payment Cards-Network reserves the right to determine in its sole discretion whether a linked debit or credit card qualifies to participate and each cashback with us. For example, certain Visa, MasterCard, and American Express cards are not eligible to be linked to your Account, including, but not limited to, the following: prepaid cards, corporate cards, purchasing cards, store cards which can only be used at their respective retailers' store, government-administered prepaid cards (including Electronic Benefit (EBT) cards), healthcare cards (including Health Savings Account (HSA) cards, Flexible Spending Account (FSA) cards, and insurance prepaid cards), Visa Buxx, and cards that are not processed through the Visa U.S.A payment system, the MasterCard payment system, or the American Express payment system. Also, not all transactions made with your linked card (including PIN-based transactions, payment through a third-party digital wallet or payment app) can be monitored for eligibility to earn rewards. For debit cards, do not use a PIN when making purchases, and run it as credit if you want the transaction to be applied towards your offer completion.

When a card is linked to Hustlebeez and other card-linked offer programs, participating merchants will reserve the right to determine which program (Hustlebeez or other third-party programs) they want to reimburse the rewards to, as often times, participating merchants are not able to provide rewards multiple times through different programs for one particular transaction. If you have questions regarding which program participating merchants decide to give back rewards to, please reach out directly to participating merchants.

4.3. Use of Linked Cards and Transaction Information

By linking a card to your Account, you register the card in connection with transaction monitoring, you authorize us to share your payment information with the Third Party Service Providers that enable us to provide the Services and the Payment Card Network of your linked card or cards (e.g., Visa, MasterCard, American Express) so it knows you are enrolled. You authorized the Payment Card Network to monitor transactions on your linked card(s) to identify qualifying purchases in order to determine whether you have qualified for or earned an offer linked to your cards, and for the Payment Card Network to share such transaction details with us to enable your card-linked offer(s) and target offers that may be of interest to you. You agree that the Company and Third-Party Service Providers may view your transactions made by you with participating merchants. You authorize participating merchants to provide the Company with historical transaction data.

For more information on how we use card-linked transaction information, please refer to the *Information Collected from Payment Card Networks and Transaction Monitoring* section of our [Privacy Policy](#). You may opt-out of transaction monitoring on the card you have linked by de-linking or removing it on your Account or by terminating the user Account. To terminate your Account and this Agreement and your right to use the Services at any time and for any reason and for no reason, contact support@hustlebeez.com and immediately discontinue all use of the Services. Please note that if you opt-out of transaction monitoring, certain features of the Services may not be available to you or performance will be limited or not work at all.

4.4. Earning and Receiving the Rewards

We want to make sure you earn all the rewards you deserve! To ensure that, please review section [4.2 Linking Your Card](#) in this Terms of Services regarding card eligibilities before you try to

make any transaction to earn rewards with Hustlebeez as not all cards are eligible to be linked, and not all transactions made with your linked cards are able to be monitored for eligibility to earn rewards.

Subject to these Terms, when you make a qualifying transaction with Hustlebeez, meaning conduct a transaction with a Hustlebeez Offer, or a Hustlebeez participating merchant, the cashback rewarding to you will be automatically deposit to your Account. All the offers and rewards may be subject to additional terms, conditions and restrictions that are set by us, a participating merchant or third party. Such terms, conditions and restrictions may updated, modified, suspended, or cancelled at any time without prior notice to you. If there is a conflict between these Terms and the terms and conditions of any offer, unless explicitly provided otherwise in these Terms, the terms and conditions of that particular offer will control. Offers on Hustlebeez are not transferable, and may not be made available to all users.

The requirement(s) or condition(s) of qualifying for an offer will be displayed on the participating merchant's detail page. The participating merchant reserves the right to determine whether you have satisfied the conditions of a particular offer. Hustlebeez does not control the merchants and is bound by their decisions. If you disagree with any merchant's decision, you may dispute that issue directly with the merchant but agree that we and our technology partners have no liability to you for such claim or with respect to any other dispute or interaction between you and the merchant.

Rewards are earned when you made an eligible purchased with a Hustlebeez participating merchant. Rewards earned as described in an offer can either be a specific amount or percentage based on your net purchase amount, which excludes taxes, fees, shipping, gift-wrapping, discounts or credits, returns or cancellations, and extended warranties. No rewards will be earned for any purchases made prior to creating an account with Hustlebeez and linking any applicable card to your account. Rewards earned are not transferable. Different accounts cannot be combined, and no joint accounts are permitted. User accounts and benefits are also non-transferable. PURCHASES OF GIFT CARDS DO NOT QUALIFY FOR REWARDS. Purchases of other categories of products and/or services may not qualify for rewards as determined by Hustlebeez in its sole discretion and as required by law (and notwithstanding any inconsistent terms and conditions contained in a Hustlebeez Offer). Rewards amount/percentage may vary by merchant, store and product category and may contain exclusions in the terms of the offer and/or the applicable store page. Please review these terms carefully.

Without limiting any of the other terms of these Terms, if you return, charge back, cancel, dispute, or otherwise request a refund for a qualifying purchases for which you have already received cashback, we will reduce the balance of the reward in your Account by the amount of cashback you received for that particular transaction. If the balance of cashback in your Account is less than the amount of the cashback you received for that particular transaction, we will offset the applicable amount of cashback with the future qualifying rewards.

Rewards will only be issued for completed transactions as described in every Hustlebeez Offer. Reward earned with local merchants will be notified to you in real time, and will generally be deposited to your Account as soon as we receive notification from our Service Provider and Payments Network stating the transaction is cleared. Note that online offers may take longer for the transaction to be cleared and completed due to merchant's return period policy. The cashback

earned with online merchants will be deposited to your Account after the return period for the purchase has expired. Terms and conditions subject to an offer may vary between merchants. The reward earned will be pending before a transaction is cleared/completed.

We do not warrant the accuracy or timeliness of the information displayed via our Site, Apple of the Services. Descriptions of Hustlebeez Offers may include inaccuracies or typographical or other errors. You agree that neither we nor the merchant/partner(s) are responsible for such errors and that both we and the merchant reserve the right to correct them when they are discovered. We and our merchants/partners reserve the right to cancel all transactions affected by such errors, refund all amounts paid and cancel all rewards associated with such transactions, without any liability to you.

4.5. Redeeming Your Rewards

Rewards earned on Hustlebeez are valid and redeemable as payment(s) towards your loan accounts or “Pay” to your loans only via the Hustlebeez App. Subject to these Terms and our approval, you may request that we redeem the rewards from your Account.

In order to redeem your rewards as payment(s) or “Pay” to your loans, you must link at least one eligible loan account to your Hustlebeez Account. Not all loans are eligible to be linked to Hustlebeez and utilize the automatic repayment feature with rewards earned with Hustlebeez. Some exclusions may apply and Hustlebeez reserves the right to determine in its sole discretion whether a loan qualifies to participate and each cashback with us. At the moment, rewards earned on Hustlebeez can only be redeemed as payments towards student loans (both public and private student loans) and credit card loans. We use Plaid Technologies, Inc. (“Plaid”) to securely gather users’ data from financial institutions. By using the Services, you grant us and Plaid the right, power and authority to act on your behalf to access and transmit your personal and financial information from the relevant financial institution. You agree to your personal and financial information being transferred, stored and processed by Plaid in accordance with the [Plaid Privacy Policy](#).

Prior to redeeming your rewards or Pay to your loans, the balance of cashback in your Account must be equivalent to at least \$15 in order to redeem the rewards. We will generally redeem rewards from your account as payment(s) towards your loan or Pay towards your loan account within 1-2 Business Day(s) of when we receive your redemption or Payment request. The length of time of a payment applying to your loan account may vary depends on each loan institution that we have no influence power to. Please contact your loan institution regarding payment processing time. By redeeming cashback from your Account as payment(s) toward your loans, you authorize Hustlebeez makes a payment towards your loan account on your behalf. This authorization will remain in full force and effect until the termination of your Account or until you otherwise notify us by emailing support@hustlebeez.com.

You are solely responsible for verifying the accuracy and completeness of any redemption or Payment performed by us on your behalf. The redemption or Payment will be made toward the specific account that you submit request for through ACH payment method, and is irreversible once it’s processed. You must notify us right of way for cancellation of the payment before it’s processed in order to cancel the redemption or Payment. You must notify us of any errors. If you

do not notify us of any such errors, you will forfeit the right to contest a transaction, except to the extent such forfeiture is prohibited by applicable law.

Certain limits may apply to your redemption or Payment, unless otherwise permitted by us, you may only redeem or Pay up to the equivalent of \$100 in any day. Without limiting any of the other conditions of these

Terms, we may modify the redemption or Payment terms for your rewards at any time in our sole discretion.

4.6. Fees

Hustlebeez does not charge any fees for the Services we provide, and we do not foreseeing charge any fees for accessing our Services in the future. However, we reserve the right to charge such fees for the Services. We will notify you before charging any fees for the Services by notifying you electronically, by posting such fees on the Website and Application, as applicable, or by any other method permitted by applicable law. We respect and honor your decision on continuing access or using our services, or terminate with us if any fee is charged.

4.7. Taxes

All amounts paid to you hereunder are exclusive of any applicable withholding, sales, use, excise, value added, or other taxes. You acknowledge and agree that you are responsible for determining, paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services. We are not responsible for determining whether you owe taxes in connection with your access to or use of the Services or for collecting, reporting, or remitting taxes arising from your access to or use of the Services, except for our own income taxes. You agree to promptly and fully reimburse and indemnify us for any taxes, penalties, and interest assessed by any taxing authority regarding amounts owed by you in connection with these Terms.

Depending on applicable tax laws, your receipt of rewards may be subject to reporting to certain tax authorities. In accordance with such laws, we may be required to send to you and file certain forms with tax authorities, such as the IRS Form 1099-MISC (Miscellaneous Income), for any year in which rewards are issued to you. If we request information from you in order to complete a required tax form, and you fail to provide the requisite information, you will be prohibited from redeeming rewards from your Account until we receive the required information.

4.8. Additional Terms, Representations, and Requirements

The Hustlebeez Services is only allowed for personal, non-commercial use and not on behalf of or for the benefit of any third party. Rewards earned with Hustlebeez is only redeemable on the Hustlebeez platform and cannot be use to make purchases, to transfer funds to third parties, or for any other purpose, except as expressly permitted by us. You acknowledge and agree that cashback are issued solely by the Company and are not underwritten, funded, sponsored, or otherwise provided by any third party, including, but not limited to, the Payment Card Networks, our partner

merchants, brand, or other clients. The rewards have no cash or other monetary value and do not act as a substitute for real currency. They are not redeemable or exchangeable for real currency or other monetary value from the Company or any other third party, except expressly provided in these Terms or otherwise required by applicable law. By access or using the Service, you agree not to seek to redeem or otherwise claim rewards from any third party, including, but not limited to, the Payment Card Networks, our partner merchant, brands, or other clients.

You further acknowledge and agree that the Company, in its sole discretion, may impose limits, terms, and conditions on cashback rewarded, including, but not limited to, limits on the amount of cashback that may be received and redeemed, and may adjust the cashback balance in your Account. The Company and the Payment Card Networks are not financial institutions and do not provide banking or payment processing services. We're also not a party to your transactions, and the Company is not responsible, and has no liability for, any products or services that are paid for with your linked card(s). To resolve any disputes related to any products or services that are paid for with your linked card, please contact the applicable merchant and/or your financial institution directly regard the disputes.

Unless expressly permitted by us and subject to applicable law, you may not transfer, assign, sell, gift, exchange, trade, convert, lease, sublicense, rent or distribute any rewards you earn with Hustlebeez. Doing so may result in immediate termination of your Account. We do not recognize or condone any third-party service that may be used to sell, exchange, transfer, or otherwise dispose of rewards, and we do not assume any responsibility for, and will not support, such transactions.

In addition to your other representations and warranties in these Terms, you represent and warrant that you will not access or use the Services to engage in any illegal, fraudulent, or other illicit activity. In order to redeem rewards through the Services, you must provide such other information and documents as requested by us to verify your identity and compliance with these Terms, including, but not limited to, your representations and warranties herein. 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 for purposes of verifying your identity and your Payment Card and Redemption Account information.

5. Segmented Offers and Right to Test

Not all users will receive all offers. We reserve the right to apply various search algorithms or to use methods to optimize Best Match results for particular users' experiences. Search results and order may appear different on the Company's mobile application than they appear on its website. To optimize the experience for both merchants and users, the Company retains the right to run occasional tests that will be limited in duration but may alter how we display offers.

6. Ownership and Proprietary Rights in the Services

All right, title, and interest in and to the Services, including any updates, upgrades, and modifications thereto, and any associated patents, trademarks, copyrights, mask work rights, trade secrets, and other intellectual property rights, belong solely and exclusively to the Company and

its licensors, and, except as expressly set forth in these Terms, we do not grant you any licenses or other rights, express or implied, to the Services.

You acknowledge and agree that the Services are protected by applicable copyright, trademark, and other intellectual property laws. All words and logos displayed in connection with the Services that are marked by the TM or [®] symbols are trademarks and service marks of the Company and/or their respective owners. The display of a third-party trademark in connection with the Services does not mean that we have any relationship with that third party or that such third party endorses the Services or the Company.

Subject to these Terms, we hereby grant you a limited, revocable, personal, non-exclusive, and nontransferable right and license to access and use the Services solely for your personal, non-commercial, entertainment purposes. Except as expressly provided by these Terms or as otherwise expressly permitted by us, you may not use, modify, disassemble, decompile, reverse engineer, reproduce, distribute, rent, sell, license, publish, display, download, transmit, or otherwise exploit the Services 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 or copy the Services; (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 to a third party; (e) use any portion of the Services to provide, or incorporate any portion of the Services into, any product or service provided to a third party; (f) remove or obscure any proprietary or other notices contained in the Services; or (g) use the Services for any illegal or unauthorized purpose. We may, but are not obligated to, monitor your use of the Services.

7. Restriction on Using the Services

Without limiting any of the other conditions of these Terms and except as otherwise expressly permitted by us, you may not access or use any part of the Services for any commercial purpose, nor access or use the Services for any illegal purpose. You may not attempt to gain unauthorized access to any other user's Account or modify or attempt to modify or in any way tamper with the Services. You may not access or use the Services in a way that may infringe upon the intellectual property or other rights of any third party, including, without limitation, trademark, copyright, privacy, or publicity rights; or interfere with or disrupt networks connected to the Services or violate the regulations, policies, or procedures of such networks.

We prohibit the abuse of gift card purchasing to earn rewards. If the Company, in its sole discretion, believes that you are purchasing gift cards at a volume or denomination that is intended to abuse the Services or that appears to be consistent with manufactured spending, the Company retains the right to suspend and/or terminate your Account and claw back any HUSTLEBEEZ received as a result of the gift card abuse.

8. User Content

You may be able to post, submit, publish, display, or transmit (collectively, “share”) materials, suggestions, ideas, data, and other content through the Services (“User Content”). By sharing User Content through the Services, you represent and warrant following:

- You are solely responsible for the transmission, accuracy, completeness, and publication of that User Content;
- You have the right, power, and authority to share that User Content and grant the rights and licenses to that User Content provided herein;
- The User Content does not and will not infringe or violate the rights of any third party. Any User Content will be treated as non-confidential and non-proprietary, except as otherwise provided in our [Privacy Policy](#). You may not share User Content that is offensive; objectionable; promotes racism, discrimination, bigotry, hatred, or physical harm of any kind; harasses or advocates harassment of another person; exploits people in any manner; or contains nudity, violence, or pornographic subject matter.

You hereby grant us a royalty-free, worldwide, perpetual, non-exclusive, unrestricted, irrevocable, transferable, and sub-licensable right and license to modify, copy, reproduce, distribute, sell, publicly display, transmit, delete, make derivative works from, store, and otherwise exploit User Content and to allow others to do the same for any purpose, including, but not limited to, commercial purposes. You acknowledge and agree that you will not receive any compensation whatsoever for granting us this license to your User Content, and you hereby completely and irrevocably waive any moral or similar rights you may have in your User Content, even if such User Content is altered or changed in a manner that is not agreeable to you. This includes, but is not limited to, any claims based on invasion of privacy, idea misappropriation, other civil rights violations, or defamation. The license granted under this Section, including the related waiver of any applicable moral rights, will survive any termination of these Terms.

Without undertaking any obligation to screen or monitor User Content, we have the right (but not the obligation) to edit, modify, refuse to post, or remove any User Content that we determine, in our sole discretion, violates these Terms or is otherwise objectionable. You acknowledge and agree that we may, but are not obligated to, preserve User Content and may also disclose User Content to the extent permitted by applicable law and as provided in our [Privacy Policy](#).

You acknowledge and agree that your communications with other users via any channel of communication via the Services may be public and that you have no expectation of privacy concerning your access to and use of the Services. You are solely responsible for your communications through the Services and your interactions with other users of the Services.

We may, but are not obligated to, pre-screen User Content or monitor any area of the Site or Services through which User Content may be submitted. We are not required to host, display, or distribute any User Content on or through the Site or Services and may remove at any time or refuse any User Content for any reason. We are not responsible for any loss, theft, or damage of any kind to any User Content.

9. Intellectual Property Rights and Copyrights

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Website or the Application infringe your copyright, you may request removal of those materials (or access to them) from the Website and the Application by submitting written notification to our 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 to be sure the matter is handled efficiently:

- Contain your physical or electronic signature;
- Identify the copyrighted work or other intellectual property alleged to have been infringed;
- Identify the allegedly infringing material in a sufficiently precise manner to allow us to locate that material;
- Contain adequate information by which we can contact you (including postal address, telephone number, and e-mail address);
- Contain a statement that you have a good faith belief that use of the copyrighted material or other intellectual property is not authorized by the owner, the owner's agent or the law;
- Contain a statement that the information in the written notice is accurate; and
- Contain statement, under penalty of perjury, that you are authorized to act on behalf of the copyright or other intellectual property right owner.

Our designated Copyright Agent to receive DMCA Notice is:

Hustlebeez Technologies, Inc.: 13501 Galleria Circle, Suite 300; Bee Cave, Texas, 78738;
www.hustlebeez.com

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 Website or the Application is infringing your copyright, you may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

If you believe that material you posted on the Website or the Application was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us (a “Counter-Notice”) by submitting written notification to our copyright agent (identified below). Pursuant to the DMCA, the Counter-Notice must include substantially the following to be sure the matter is handled efficiently:

- Contain your physical or electronic signature;
- Identify the copyrighted work or other intellectual property alleged to have been infringed;
- Identify the allegedly infringing material in a sufficiently precise manner to allow us to locate that material;

- Contain adequate information by which we can contact you (including postal address, telephone number, and e-mail address);
- Contain a statement that you have a good faith belief that use of the copyrighted material or other intellectual property is not authorized by the owner, the owner's agent or the law;
- Contain a statement that the information in the written notice is accurate; and
- Contain statement, under penalty of perjury, that you are authorized to act on behalf of the copyright or other intellectual property right owner.

Completed Counter-Notices should be sent to:

Hustlebeez Technologies, Inc.: 401 W. Kennedy Blvd, Box 2F. Tampa, FL 33606;
www.hustlebeez.com

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within 10 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 Website or the Application 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.

It is our policy in appropriate circumstances to disable and/or terminate the Accounts of users who are repeat copyright infringers.

10. Payment Terms

By providing your financial account information, including Payment Card and Loan Institution information, to us, you represent, warrant, and covenant that:

- You are legally authorized to provide such information to us;
- You are legally authorized to perform payments from, and accept payments to, the payment account; and
- Such action does not violate the terms and conditions applicable to your use of such payment account or applicable law. When you authorize a payment in connection with the Services, you represent, warrant, and covenant that there are sufficient funds or credit available to complete a payment using the designated payment method.

11. Third-Party Content

The information presented through the Services is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other user of the Services. The Services may include content provided by third parties, including content provided by other users of the Services. All statements and/or opinions expressed in such content (other than the content provided by the Company) are solely the opinions and the responsibility of the provider

of the content and do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content provided by any third party.

12. Third-Party Links

Some parts of the Services are supported by sponsored links from advertisers and display Hustlebeez Offers that may be custom matched to you based on information stored in the Services, queries made through the Services or other information.

Hustlebeez may, in connection with Hustlebeez Offers and otherwise, provide links from the Site, the App and the Services to other web sites belonging to Hustlebeez advertisers and other third parties. If you use these links, you may leave Hustlebeez's Site, App and Services. Hustlebeez provides these links to you as a convenience, and we do not verify, make any representations or take responsibility for such third party sites, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such third party sites. Hustlebeez does not endorse or guarantee the products or services available through the Hustlebeez Offers (or any other third-party products or services advertised on or linked from our site), whether or not sponsored, and Hustlebeez is not an agent or broker or otherwise responsible for the activities or policies of those web sites.

If you elect to use or purchase services from third parties, you do so entirely at your own risk and are subject to their terms and conditions and privacy policy. YOU AGREE THAT HUSTELBEEZ WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD PARTY SITES AND/OR THIRD PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD PARTY.

13. Termination of Your Relationship with Hustlebeez

We may, in our sole discretion, suspend, limit, or terminate your Account and your access to and use of the Services, including the cashback balance in your Account, at any time for any reason, without notice or liability to you, including, but not limited to, if we suspect that your access to or use of the Services violates these Terms or applicable law.

You may stop using the Services and terminate your Account at any time by contacting us at support@hustlebeez.com. Upon the termination of your Account, you must cease all use of the Services, and you shall forfeit any cashback balance remaining in your Account. Termination of your Account and your access to and use of the Services will not affect any of our rights or your obligations arising under these Terms prior to such termination. In the event you or Hustlebeez terminates your Account, you agree that we may retain your data, including personal and transaction information, for one year from the date of termination for audit and merchant invoicing

purposes. Provisions of these Terms that, by their nature, should survive termination of your Account and your access to and use of the Services will survive such termination.

14. Your Indemnification of HustlebeeZ

You agree to indemnify, hold harmless, and (at our request) defend us, our affiliates, and our and their respective employees, officers, directors, and agents, as well as the Payment Card Networks, from and against all claims, demands, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses, including reasonable attorneys' fees, that arise from any third-party claim due to or arising out of:

- User Content you share through the Services;
- Your use of the Services;
- Your breach or alleged breach of these Terms;
- Your violation of applicable law, including, but not limited to, infringement of third-party intellectual property rights;
- Your other actions or omissions that result in liability to us. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us under these Terms, and you agree to cooperate with our defense of these claims.

15. Modifications to the Terms

HustlebeeZ reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site or Services with or without notice. If you do not agree to the changes after receiving a notice of the change to the Services, you may stop using the Services. Your use of the Services, after you are notified of any change(s) will constitute your agreement to such change(s). Participation in Services and benefits are offered at the sole discretion of HustlebeeZ. HustlebeeZ reserves the right, at its sole discretion, to limit, suspend, cancel, discontinue, terminate, change, amend, or modify the rewards program, in whole or in part, at any time and without notice to users (including HustlebeeZ's right to adjust the amount of rewards earned for each whole net dollar in purchases made, or modify reward levels or reward benefits). HustlebeeZ reserves the right to terminate or suspend participation or accumulated points due to fraud or misuse, breach of these Terms of Service, and for any other reason identified in these Terms of Service. The rewards program is void where prohibited by law.

16. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE SERVICES AND ALL INFORMATION, PRODUCTS, AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE THROUGH THE SERVICES ARE AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND WE AND THE PAYMENT CARD NETWORKS EXPRESSLY DISCLAIM ANY AND ALL CONDITIONS, REPRESENTATIONS,

WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE AND THE PAYMENT CARD NETWORKS 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 GIVEN BY US OR ANY OF OUR AUTHORIZED REPRESENTATIVES WILL CREATE ANY WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. HOWEVER, ANY LIMITATION WILL BE CONSTRUED TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

17. Limitations on Hustlebeez's Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE, OUR AFFILIATES, THE PAYMENT CARD NETWORKS, AND THEIR AND OUR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AND AGENTS WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO OR USE OF THE SERVICES OR ANY INFORMATION, PRODUCTS, OR OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE THROUGH THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, 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. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN THE EVENT YOU OR ANY OTHER PERSON OR ENTITY IS ENTITLED TO DIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS, USE, OR INABILITY TO ACCESS OR USE, THE SERVICES OR ANY INFORMATION, PRODUCTS, OR OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE THROUGH THE SERVICES, THE COLLECTIVE LIABILITY OF THE COMPANY, OUR AFFILIATES, THE PAYMENT CARD NETWORKS, AND OUR AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AND AGENTS, (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) WILL NOT EXCEED \$100.

IN ADDITION TO AND WITHOUT LIMITING ANY OF THE FOREGOING, WE AND THE PAYMENT CARD NETWORKS WILL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY RESULTING FROM ANY CONDITION BEYOND OUR REASONABLE CONTROL,

INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, ACTS OF TERRORISM, LABOR CONDITIONS, POWER FAILURES, INTERNET DISTURBANCES, OR ANY SERVICES OR SYSTEMS CONTROLLED BY THIRD PARTIES.

THE LIMITATIONS IN THIS SECTION DO NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

18. Notices

We will send all notices and other communications regarding the Services to you at the email address or physical address you provided for your Account, as may be updated by you from time to time. You will be considered to have received a notice from us regarding the Services when we send it to the email address or physical address we have in our records for you or when we post such notice on the Website or the Application.

Except as otherwise provided in these Terms, all notices to us that are intended to have a legal effect must be delivered via email to support@hustlebeez.com. All such notices are deemed effective upon documented receipt by us.

19. Governing Law

These Terms are governed by the laws of the State of Delaware, without giving effect to any principle that provide for the application of the law of another jurisdiction.

20. 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 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. In the event of any such controversy, dispute, demand, claim, or cause of action, the complaining party must notify the other party in writing thereof. Within 30 days of such notice, you and we agree to use reasonable efforts to attempt to resolve the dispute in good faith. If you and we do not resolve the dispute within 30 days after such notice, the complaining party may seek remedies exclusively through arbitration. Except as otherwise expressly provided by applicable law, the demand for arbitration must be made within a reasonable time after the controversy, dispute, demand, claim, or cause of action in question arose, and in any event within two years after the complaining party knew or should have known of the controversy, dispute, demand, claim, or cause of action.

The arbitration will take place in the federal judicial district of your residence. As used in this Section, “we” and “us” mean the Company and its subsidiaries, affiliates, predecessors, successors, and assigns and all of our 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 Section carefully. To the maximum 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 or as otherwise provided in the Rules and Procedures within the jurisdictional limits of the small claims court and as long as such matter is only pending in that court. Additionally, notwithstanding the agreement to arbitrate included in this Section, you and we 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 you and we hereby agree 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. We will pay as much of your filing and hearing fees in connection with the arbitration as required by the Rules and Procedures and/or 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;

- 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 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 Section is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this Section 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 Section will be null and void, and neither you nor we will be entitled to arbitration. If for any reason a controversy, dispute, demand, claim, or cause of action proceeds in court rather than in arbitration, the controversy, dispute, demand, claim, or cause of action 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 the agreement to arbitrate included in this Section, you must notify us of your election in writing within 30 days of the date that you first became subject to these Terms, 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: 401 W. Kennedy Blvd, Box 2F. Tampa, FL 33606; 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, and 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>.

21. MISCELLANEOUS

These Terms, including our [Privacy Policy](#) and any Additional Terms, constitute the entire agreement between you and us regarding the Services and supersede and replace any prior agreements and communications between you and us, except as expressly set forth herein. These Terms may not be modified, supplemented, qualified, or interpreted by any trade usage or prior course of dealing not expressly made a part of these Terms. These Terms and any rights hereunder may not be transferred or assigned by you without our prior written consent but may be assigned by us without restriction and without your prior consent. Any attempted transfer or assignment by you without our prior written consent will be null and void. No agency, joint venture, partnership, trust, or employment relationship is created between you and us by way of these Terms. Except as provided in Section 20 (**Dispute Resolution by Binding Arbitration; Jury Trial Waiver; Class Action Waiver**), the invalidity or unenforceability of any provision of these Terms will not affect the validity of these Terms as a whole and any such provision should be enforced by authorities, and reconstructed if need be, to apply to the maximum extent allowable under applicable law. The failure by us to enforce at any time any of the provisions of these Terms, to exercise any election or option provided herein, to require at any time your performance of any of the provisions herein,

or to enforce our rights under these Terms or applicable law will not in any way be construed as a waiver of such provisions or rights. The section headings used herein are for convenience only and will not be given any legal import.

23. Contact Us

For more information or if you have any questions about our Terms of Services, please contact us by emailing support@hustlebeez.com.