**One Paycheck at a Time - General Terms and Conditions of Use**

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS RELATING TO YOUR USE OF OUR WEBSITE CAREFULLY. By using our Website, you agree to these General Terms and Conditions of Use (the “Terms & Conditions”). Except as otherwise required by law, we reserve the right, in our sole discretion, to change, modify, add or remove portions of these Terms & Conditions at any time without notice and such change will be effective immediately. You should check these Terms & Conditions periodically for changes. By using this Website after we post any changes to these Terms & Conditions, you agree to accept those changes, whether or not you have reviewed them. If you do not agree to these Terms & Conditions, you may not use our Website and, if applicable, you should cancel your user registration or subscription with us.

From time to time, we may supplement these Terms & Conditions with additional terms and conditions pertaining to specific content, activities or events ("Additional Terms"). Such Additional Terms may be placed on the Website to be viewed in connection with the specific content, activities, features or events and shall be identified as such. You understand and agree that such Additional Terms are hereby incorporated by reference into these Terms & Conditions.

**1. Scope of Terms & Conditions**
Unless we indicate otherwise, these Terms & Conditions apply to your use of the websites which are owned or operated by One Paycheck at a Time, Inc. and its affiliates (collectively, “One Paycheck at a Time,” "we," "us," or "our"), including, without limitation, this website (collectively, our "Website"). For purposes of these Terms & Conditions, "affiliates" shall mean any entity or person, directly or indirectly, owning a controlling interest in, owned by, or under common ownership control with, One Paycheck at a Time.

**2. Terms & Conditions - In General**
By using this Website, you agree to be legally bound and to abide by these Terms & Conditions, just as if you had signed this agreement. If you do not comply with these Terms & Conditions at any time, we reserve the right, if applicable, to terminate your password, user account, and/or access to this Website (or any part thereof). In our sole discretion and without prior notice or liability, we may discontinue, modify or alter any aspect of the Website, including, but not limited to, (i) restricting the time the Website is available, (ii) restricting the amount of use permitted, and (iii) restricting or terminating any user's right to use the Website. You agree that any termination or cancellation of your access to, or use of, the Website may be affected without prior notice. Except as we may otherwise provide from time to time, you agree that we may immediately deactivate or delete your user account and all related information and files in your user account and/or bar any further access to such information and/or files, or our Website for any reason or for no reason at all. Further, you agree that we shall not be liable to you or any third-party for any termination or cancellation of your access to, or use of, our Website.

**3. Restrictions on Use of Proprietary Content**
Unless otherwise specified, we grant you a non-exclusive, non-transferable, limited right to access, use and display this Website and the material provided hereon for your personal, noncommercial use, provided that you comply fully with the provisions of these

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**4. Becoming a Registered User or Subscriber**

You do not have to become a registered user or subscriber to use certain portions of this Website. However, certain portions, components, content or features of the Website are only available to registered users, and certain portions, components, content or features of the Website are only available to subscribers. For example, you must register in accordance with instructions that you will find on this Website to participate in and to contribute to, any Forum or use of the "Public Profile" feature of our Website. A “Forum" means any chat room, message board, bulletin board, or similar activity where you and other users of our Website can communicate. There is no cost to become a registered user of our Website. There are fees associated with our subscription services.

Whether or not you register or subscribe to our services, you are responsible for all charges and fees associated with connecting to our Website and accessing our products and services, including without limitation all telephone access lines (including long-distance charges, when applicable), internet service provider fees, telephone and computer equipment, and sales taxes.

If you elect to become a registered user or subscriber to our Website, you agree to provide us with true, accurate and complete information about yourself, including information such as your legal name, address, email address and billing information, if applicable (collectively, your "User Data"), and to maintain and promptly update your User Data to keep it accurate. You may verify or update your User Data, by accessing the My Profile feature of our Website.

Without limiting any other provision of these Terms & Conditions, if you provide any User Data or other information that is untrue, inaccurate, or incomplete, or we suspect that such is the case, we reserve the right to suspend or terminate your registered user or subscriber account and refuse any and all current or future use of our Website (or any portion thereof).

**5. Privacy and Security**
The privacy and security of your personal information is important to us. To learn how we use and protect your personal information, please review our Privacy Policy which is incorporated into these Terms & Conditions by this reference. Except where otherwise required by law, when you register or subscribe to our Website, you are consenting to receive all required privacy notices from us by accessing them on our Website.

**6. Your Password and User Account**
If you are a registered user or subscriber of this Website, you are solely responsible for maintaining the confidentiality of your password and user account information. You agree not to give your password to anyone. You agree to notify us immediately in the event of any known or suspected unauthorized use of your user account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your or anyone else's password. You may notify us by emailing us at privacy@onepaycheckatatime.com. You are entirely responsible for any and all activities which occur under your user account.

**7. Community Standards and Conduct Guidelines**
You acknowledge that all Content and all information, software, photos, video, text, graphics, music, sounds, questions, creative suggestions, messages, comments, feedback, ideas, tips, notes, drawings, articles and other materials posted, emailed, or otherwise transmitted to or on this Website, whether posted at our request or voluntarily, and whether publicly posted or privately transmitted (collectively, the "Postings"), are the sole responsibility of the person who made such Postings. This means that you are entirely responsible for all Postings that you post, email or otherwise transmit to this Website. We do not control the Postings posted, emailed or otherwise transmitted on our Website by others and, as such, we do not guarantee the accuracy, integrity or quality of such Postings. Although we have adopted community standards and conduct guidelines for the users of our Website (as described below), you understand that by using this Website, you may be exposed to Postings that are offensive or objectionable. Under no circumstances will we be liable in any way for any Postings (other than for Content developed by us), including, but not limited to, any errors or omissions in any Postings, or any loss or damage of any kind incurred as a result of the use of any Postings posted, emailed or otherwise transmitted to or through this Website. You agree not to use this Website (including any Forums) to:

a. Upload, post, email or otherwise transmit any Postings or other materials that are unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable (in our sole discretion);

b. Harm minors in any way (Please note that children under the age of 18 are not permitted to use our Website);

c. Impersonate any person or entity or falsely state or misrepresent your affiliation with any person or entity, including, but not limited to, a director, officer, employee, shareholder, agent or representative of One Paycheck at a Time;

d. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Postings or other materials transmitted to or through this Website;

e. Upload, post, email or otherwise transmit any Postings or other materials that you do not have a right to upload, post, email or otherwise transmit under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

f. Upload, post, email or otherwise transmit any Postings or other materials that infringe upon any patent, trademark, trade secret, copyright, right of privacy or publicity or other proprietary rights of any party;

g. Upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of commercial solicitation, except in those areas, if any, that are specifically designated for such purpose;

h. Upload, post, email or otherwise transmit any Postings or other materials that contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

i. Disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of a Forum (or other portion of this Website) are able to type, or otherwise act in a manner that negatively affects other users' ability to use any Forum;

j. Interfere with or disrupt this Website or servers or networks connected to this Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website;

k. Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, any regulations having the force of law;

l. "Stalk" or otherwise harass another user or employee of this Website; or

m. Collect or store personal data or attempt to collect or store personal data about other users of the Website.

Your privilege to use this Website (including the Forums) and contribute to discussions on the Forums depends on your compliance with the community standards and conduct guidelines set forth above. We may revoke your privileges to use all or a portion of this Website and/or take any other appropriate measures to enforce these community standards and conduct guidelines if we become aware of or suspect violations. Further, if you fail to adhere to our community standards and conduct guidelines, we may terminate, in our sole discretion, your use of, or participation in, any Forum.

All Forum communications, including, but not limited to, chat and message board communications, are public and not private communications. We reserve the right to monitor some, all, or no areas of this Website (including any Forum) for adherence to the community standards and conduct guidelines set forth above or for any other purpose. You acknowledge that by our providing you with the ability to distribute Postings in the Forums, we are acting as a passive conduit for such distribution and we are not undertaking any obligation or liability relating to any Postings or activities in any Forum.

Although we reserve the right to remove, without notice, any Forum posting for any reason, we have no obligation to delete Postings that you may find objectionable or offensive.

**8. Parental or Guardian Permission**
Some of the Content on this Website may not be appropriate for children. CHILDREN UNDER THE AGE OF 18 ARE NOT PERMITTED TO USE THIS WEBSITE. We strongly recommend that children under the age of 18 ask for their parent's or guardian's permission before viewing our Website.

**9. Submissions**
If, at our request or on your own, you send, email, post or otherwise transmit to us or this Website information, software, photos, video, text, graphics, music, sounds, questions, creative suggestions, messages, comments, feedback, ideas, notes, drawings, articles, stories about yourself or about becoming debt free, or other materials (including, but not limited to, posting, emailing, or otherwise transmitting Postings on any Forum) (collectively, the "Submissions"), the Submissions shall be deemed, and shall remain, our property. Except as provided in our Privacy Policy none of the Submissions shall be subject to any obligation of confidence on our part, and we shall not be liable for any use or disclosure of any Submissions. Without limitation of the foregoing, you grant us and our successors and assigns a royalty-free, perpetual, irrevocable, non-exclusive right (including any moral rights) and license (as well as consent) to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display any Submissions (in whole or in part and with or without the use of your name) worldwide and/or to incorporate the Submissions in other works in any form, media, or technology now known or later developed, for the full term of any copyrights, trademarks and other intellectual and proprietary rights (collectively, the "Rights") that may exist in such Submissions. You also warrant that any third party holder of any Rights, including moral rights in such Submissions, has validly and irrevocably granted to you the right to grant the license stated above. You further acknowledge that we and our successors and assigns shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions.

**10. Links**
These Terms & Conditions apply only to this Website, and not to the websites of any other person or entity. We may provide, or third parties may provide, links to other worldwide websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse (and are not responsible or liable for) any content, advertising, products, or other materials on or available from such websites or resources. You further acknowledge and agree that, under no circumstances, will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of, or reliance on, any content, advertisements, products or other resources available on any other website (regardless of whether we directly or indirectly link to such content, advertisements, products or other resources). You should direct any concerns with respect to any other website to that website's administrator or webmaster.

**11. Third Party Products and Services**

You may order services, merchandise or other products through our Website from other parties (collectively, the "Third Party Sellers"). All matters concerning the services, merchandise and other products desired from the Third Party Sellers, including, but not limited to, purchase terms, payment terms, warranties, guarantees, maintenance and delivery, are solely between you and the Third Party Sellers. We make no warranties or representations whatsoever with regard to any services, merchandise and other products provided by the Third Party Sellers. You will not consider us (and we will not be construed as) a party to such transactions, whether or not we may have received some form of revenue or other remuneration in connection with such transactions, and we will not be liable for any costs or damages arising out of, either directly or indirectly, you or any other person involved with, or related to, the transactions.

**12. Copyright Complaints**
We respect the intellectual property of others, and we ask our users to do the same. We may, in our sole discretion, terminate the rights of any user to use our Website (or any part thereof) if we deem that such use may violate or infringe the intellectual property rights of others. If you believe that your work has been copied on this Website in a way that constitutes copyright infringement or are aware of someone doing so, please contact us at privacy@onepaycheckatatime.com.

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**14. No Warranties**
**THE PRODUCTS, OFFERINGS, CONTENT AND MATERIALS ON THIS WEBSITE ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY OR NON-INFRINGEMENT.**

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**SUPPLIERS WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PRODUCTS, SERVICES, OFFERINGS, CONTENT AND MATERIALS IN THIS WEBSITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.**

**NO ADVICE OR INFORMATION, OBTAINED BY YOU FROM US OR THROUGH THIS WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THESE TERMS & CONDITIONS.**

**16. Limitation of Liability**
**YOU AGREE THAT, IN NO EVENT, SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU TO US, IF ANY, FOR ACCESSING OR USING THE PRODUCTS AND SERVICES PROVIDED ON OUR WEBSITE. YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE AND OUR AFFILIATES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, OR RESULTING FROM, (i) THE USE OR THE INABILITY TO USE THE ONE PAYCHECK AT A TIME WEBSITE; (ii) THE PURCHASE OR USE OF ANY PRODUCTS OR SERVICES FROM THE ONE PAYCHECK AT A TIME WEBSITE; (iii) THE USE OF ANY CONTENT OR OTHER MATERIAL ON THE ONE PAYCHECK AT A TIME WEBSITE, OR ANY WEBSITE OR WEBSITES LINKED TO THE ONE PAYCHECK AT A TIME WEBSITE, (iv) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THIS WEBSITE; (v) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (vi) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR WEBSITE; OR (vii) ANY OTHER MATTER RELATING TO OUR WEBSITE.**

**17. Governing Law and Choice of Forum**
These Terms & Conditions shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to your use of this Website or these Terms & Conditions shall be filed only in the state or federal courts located in San Diego in the State of California and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

**18. Indemnification**
You agree to indemnify, hold harmless and, at our option, defend One Paycheck at a Time, our affiliates, and respective officers, directors, employees, stockholders, agents, representatives, licensors, suppliers and their party information providers, for, from and against any and all claims, liability, damages and/or costs (including, but not limited to, reasonable attorneys fees and expenses) arising from your improper use of this Website or our products or offerings, your violation of these Terms & Conditions, or your

infringement, or the infringement or use by any other user of your account, of any intellectual property or other right of any person or entity.

**19. Miscellaneous Terms**
In any action against us arising from the use of this Website, the prevailing party shall be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs, both taxable and non-taxable, and reasonable attorney's fees.

If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. These Terms & Conditions, together with any Additional Terms (if applicable), are the entire agreement between you and us relating to the subject matter herein. If you are a subscriber to one of our online subscription products or services, in the event of any conflict between these Terms & Conditions and the Additional Terms, the Additional Terms shall control. These Terms & Conditions may be modified only by our posting of changes to these Terms & Conditions on this Website, or by written agreement of both parties. Each time you access this Website, you will be deemed to have accepted any such changes.

We may assign our rights and obligations under these Terms & Conditions. These Terms & Conditions will inure to the benefit of our successors, assigns and licensees. The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of these Terms & Conditions, or to exercise any right under the Terms & Conditions, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect.

YOU CERTIFY THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE FOREGOING TERMS & CONDITIONS AND ANY AMENDMENTS WHICH MAY BE MADE TO THE TERMS & CONDITIONS FROM TIME TO TIME. YOU AGREE THAT EACH USE OF THE WEBSITE SHALL CONSTITUTE YOUR CONSENT AND AGREEMENT TO BE BOUND BY THESE TERMS & CONDITIONS OF USE.

(Effective Date: January 1, 2005)

<u>USERS WHO PROCEED THROUGH REGISTRATION SCREENS:</u>

YOUR ENROLLMENT AND USE OF THE ONE PAYCHECK AT A TIME WEBSITE, PRODUCTS AND SERVICES ARE SUBJECT TO OUR TERMS & CONDITIONS,INCLUDING OUR PRIVACY POLICY.IF YOU DO WISH TO BE BOUND BY THE TERMS & CONDITIONS, YOU MAY NOT USE OUR WEBSITE, PRODUCTS OR SERVICES.

<u>Cancellation or Modification of Registered User Information</u>.
You may update or cancel your user registration at any time by logging onto the 'My Profile feature of our Website.

YOU CERTIFY THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY ALL OF THE FOREGOING TERMS & CONDITIONS, INCLUDING OUR PRIVACY POLICY AND ANY AMENDMENTS WHICH MAY BE MADE TO THE TERMS & CONDITIONS FROM TIME TO TIME. YOU AGREE THAT EACH USE OF THE

WEBSITE SHALL CONSTITUTE YOUR CONSENT AND AGREEMENT TO BE BOUND BY THESE TERMS & CONDITIONS.

**Patents**

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