



**Last Updated: March 20, 2020**

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR PARTICIPATING IN THE PAYBUD REWARDS® PROGRAM, YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT PARTICIPATE IN THE PAYBUD REWARDS® PROGRAM.

These Terms of Use apply to your access to, and participation in, the PayBud Rewards® program ("PayBud Rewards") which is operated by PayBud LLC, or its respective subsidiaries, licensees and affiliated companies (collectively, "PayBud") in Washington D.C., the fifty (50) United States of America, and the Commonwealth of Puerto Rico. These Terms of Use do not alter in any way the terms or conditions of any other agreement you may have with PayBud for other products and services. PayBud reserves the right to change, modify and/or eliminate PayBud Rewards and/or all or any portion of these Terms of Use or any policy, FAQ, or guideline pertaining to PayBud Rewards at any time and in its sole discretion. Any changes or modifications will be effective immediately upon posting the revisions to [www.paybud.com](http://www.paybud.com), and you waive any right you may have to receive specific notice of such changes or modifications. Your participation in PayBud Rewards confirms your acceptance of these Terms of Use and any such changes or modifications; therefore, you should review these Terms of Use and applicable policies and FAQs frequently to understand the terms and conditions that apply to PayBud Rewards. If you do not agree to the Terms of Use, you must stop participating in PayBud Rewards.

The PayBud Rewards program is intended for personal use only. Commercial use is prohibited. This program is not targeted towards, nor intended for use by, anyone under the age of 21.

Please read the Privacy Policy carefully to understand how PayBud collects, uses and discloses information about customers and how to update or change your personal information and how we communicate with you. PayBud

Rewards is one way in which PayBud endeavors to reward and thank loyal members for actively participating in the PayBud Community both online and offline.

**With PayBud Rewards®, PayBud Members can get rewarded by simply performing many of their usual daily activities such as using your mobile phone, checking into your social media accounts, going to your favorite coffee shop or even getting a workout in at the gym.**

## **PROGRAM OVERVIEW**

1. PayBud Rewards® Program (the "Program") is offered exclusively to PayBud Members ("Members") at the sole discretion of PayBud LLC ("PayBud"). Any person who becomes a Member via the official PayBud website, [www.paybud.com](http://www.paybud.com), (the "Site") or via the installation of the PayBud mobile application (the "App"), can participate in the PayBud Rewards® Program. Subject to these terms of use ("Terms of Use"), you will receive savings discounts ("Rewards") to be used towards the purchase of goods or services from a variety of merchants (including PayBud itself), to participate in various live auctions, as well as for sweepstakes entries. All Program offers, including the participating merchants, auction items, and sweepstakes prizes are subject to availability and may change without notice. The Terms of Use are periodically updated, and you may view the current Terms of Use for the PayBud Rewards® Program by visiting the Site.

2. An online account ("Rewards Account") will be set up when you become a Member to record your activity in the Program, including the amount of Rewards you may have accumulated. Rewards will be deposited in your Program Account directly by PayBud. You may accumulate Rewards as long as your PayBud Rewards® Account is open and your PayBud membership is valid. If your PayBud membership is terminated for any reason, you will not be eligible to accumulate Rewards and you will lose any Rewards previously accumulated. To activate your Rewards Account, you must first consent to be bound by all the terms of use as stated herein by clicking the appropriate box on the home page of your Rewards Account via the Site or the App and verifying/confirming your valid email address upon account activation. If your account cannot be verified as authentic or is determined to have been opened without your consent or knowledge, then all reward points affiliated with your account opening, including but not limited to any referral reward points issued upon your account opening, shall be deemed null and void. You further

signify agreement to these Terms of Use (as they may be modified from time to time) when you make any purchase using Rewards through the Program.

3. Rewards have no cash value, and may not be assigned, transferred and/or pledged to any third party. You have no property rights or other legal interests in Rewards. You are responsible for any personal tax liability that may be related to participation in the Program.

4. PayBud has the right to monitor all Program Rewards Account activity. If your Program Rewards Account shows signs of fraud, abuse or suspicious activity, you may lose your accumulated Rewards, and, as a result of this activity, PayBud may close your Program Rewards Account immediately. If you have conducted any fraudulent activity, PayBud reserves the right to take any necessary legal action and may have grounds to confiscate any goods or services purchased as a result of such activity. In addition, you may be liable for monetary losses to PayBud, including litigation costs and damages, and you will not be allowed to participate in the PayBud Rewards® Program in the future. If your PayBud Rewards® Account does not represent the correct amount of Rewards you should have been awarded as determined by PayBud, we reserve the right to adjust your Rewards balance. If you have been given Rewards in error or if you believe your Program Reward Account has been the subject of any suspicious activity, please contact the PayBud Fraud Department immediately at [www.rewards@paybud.com](mailto:www.rewards@paybud.com). If it is determined you have been the victim of a fraud, the amount of Rewards you have received will be transferred into a new Program Reward Account.

5. PayBud, its affiliates and any merchants appearing or participating in the Program make no guarantees, warranties or representations of any kind concerning Program offers available. All offers from participating merchants are void where prohibited by applicable federal, state or local laws or regulations and are subject to change as may be necessary to comply with such laws or regulations. You release PayBud, its affiliates and any merchants appearing or participating in the Program from all liability regarding the purchase and use of any goods or services from merchants participating or appearing as part of the Program, including any goods lost, stolen or destroyed. All merchants appearing or participating in the Program are in no way affiliated with or responsible for Program administration.

6. Without notice to you, PayBud reserves the right to suspend any PayBud

Reward Account and/or terminate your Rewards Account and/or your participation in the PayBud Rewards Program if PayBud determines, in its sole discretion, you have violated these Terms of Use. In the event your participation in PayBud Rewards is terminated, all accumulated Rewards in your account are void and any unfulfilled or pending Reward point redemption orders will be cancelled and voided as well.

7. Without notice to you, PayBud also reserves the right to “unregister” and make ineligible for the PayBud Rewards program any PayBud FREE Membership account that has been inactive for six (6) consecutive months. Inactive is defined as no Rewards earned. In the event a FREE PayBud Membership account is unregistered or rendered inactive, all accumulated Rewards in that account are void. Rewards held by premium membership accounts, current on their membership dues, do not expire.

8. PayBud reserves the right to terminate, discontinue or cancel the PayBud Rewards program at any time and in its sole discretion without notice to you.

9. These PayBud Rewards Terms of Use complement and incorporate by reference the main PayBud Terms of Service. In the event of any conflict between the main PayBud Terms of Service and these PayBud Rewards Terms of Use, the main PayBud Terms of Service control.

## **ACCUMULATING REWARDS**

1. You may accumulate Rewards on a daily, weekly and monthly basis. There are a variety of ways in which you may accumulate Rewards. Please refer to the company website and/or App for the list of the most current ways to accumulate Rewards.

2. There is no limit to the amount of Rewards you may accumulate. However, there may be limits as to the number of times in a 24-hour period you can Earn Rewards performing a specific task. For additional and specific information, limits and rules pertaining to the ways you may earn certain Rewards, please click on the "Rewards" option available from within the Menu feature while logged into your PayBud membership account.

3. The Rewards you collect as a Green member will expire after 6 months if you have no activity on your PayBud Rewards account. Rewards earned as an active Silver, Gold or Platinum premium member do not expire.

4. Silver, Gold and Platinum premium members are eligible to receive a

reward bonus when they earn PayBud Rewards. Although the Reward Bonus is applied on most reward activities, it does not apply to **all** PayBud authorized and approved reward activities. Some exclusions and limitations apply. For more detailed information please contact us at [rewards@paybud.com](mailto:rewards@paybud.com).

5. It is your responsibility to make sure you are using the most up to date version of the Rewards Platform. This includes the most current app version found in your phone's app store as well as a current and refreshed website version of the PayBud Platform. Failure to use the most up to date versions when accessing your PayBud account, can place you at risk of having any points you may earn with an outdated version voided or reversed for not using the most current version of the platform.

## **USING REWARDS**

1. You may use your Rewards for savings from merchants participating or appearing in the Program only by making purchases with your Rewards through the PayBud Rewards Program. Depending on the particular goods and services being offered by a Program merchant, Rewards may be used to pay for all or a portion of the total charges at the price posted on the Program website for each Program merchant. Any remaining balance of charges for any goods and services, including any related taxes, shipping charges and/or applicable fees, from a Program merchant must be charged at the time of transaction to a credit card or other payment option we may provide. Please refer to the PayBud Rewards Program section of the Site or App for the current pricing of goods and services and the amount of Rewards used to purchase them at Program merchants. Upon confirmation and full payment, the amount of Rewards you have used will be subtracted from your Program Rewards Account.

2. Rewards may not be combined with or applied to other certificates, promotions or special offers, or special rate programs, including, but not limited to: Upgrades, tours/travel packages, group, internet, convention/company meeting, senior rates, companion rates, 3rd or 4th person rates, student or child rates, early bookings or value added price programs or repeat passenger or repeat guest programs, or industry discounts.

3. All Program transactions involving your Rewards Account must be carried out through the Site and/or the App.

4. Terms, cancellation policies, and/or other merchant participation are subject to change without notice. There are no refunds, exchanges, replacements or conversions for currency, credit, or rewards for no-shows, or unused amounts of Rewards. In some cases, there may be changes in circumstances beyond the control of PayBud LLC and/or its affiliates. Accordingly, PayBud and/or its affiliates reserve the right to substitute the components and suppliers of the offer should circumstances so require.

5. Depending on the types of goods or services purchased through the Program, certain limitations and restrictions may apply. Shipping times for non-digital purchases may vary based on actual product and orders may arrive in more than one package and at different times. Merchandise may only be shipped within the United States. Shipping outside the USA may be available for certain goods, subject to an additional shipping fee.

6. You may cancel an order purchased through the Program only by contacting the PayBud Rewards® Contact Center at [rewards@paybud.com](mailto:rewards@paybud.com) on the same day you made the order providing the order has not already been processed by PayBud. After that time, your order cannot be cancelled or changed, and is completely non-refundable. To return any damaged products or if you receive defective or damaged merchandise you may return your item for replacement or refund within 30 days of receipt of the product. For assistance contact PayBud Rewards® Contact Center at [rewards@paybud.com](mailto:rewards@paybud.com).

7. PayBud reserves the right, at its sole discretion, and at any time, to limit Reward Point, PayBud Debit Card and/or Bud Bullion redemption orders allowed by a member and/or a group of members. Limits can include but not limited to, the total number of redemption orders requested in a certain time period, the size of the redemption orders, and type of redemption order requested.

8. PayBud will do its best to process any valid and approved redemption order within a reasonable time frame, but member/user acknowledges and understands no specific or definitive timetable shall be guaranteed.

## **BUD BULLION COINS**

PayBud may offer you the ability to acquire PayBud Community digital tokens (“Bullion Coins”) by: (a) purchasing Bullion Coins for a fee, (b) earning Bullion Coins by performing or accomplishing specific tasks within the PayBud

Community, or (c) exchanging PayBud Rewards for Bullion Coins at a rate set by PayBud. Bullion Coins can be used to unlock certain features/services within the PayBud website/app as well as allow Bullion Coin holders exclusive access and additional benefits within the PayBud Community including but not limited to many of the games available on the PayBud website/app. When you earn or pay the fee to obtain such Bullion Coins, you are obtaining or purchasing from PayBud the right to have your PayBud Membership include such Bullion Coins and Terms of Use associated with the Bullion Coins as outlined herein.

When you provide payment information to PayBud or its authorized processor, you represent you are an authorized user of the payment card, PIN, key, account or other payment method specified by you, and you authorize PayBud to charge such payment method for the full amount of the transaction, membership fee, or other purchase initiated within your PayBud Membership account.

Bullion Coins are not redeemable for money or monetary value from PayBud or any other person, except as otherwise required by applicable law. Bullion Coins do not have an equivalent value in real currency and do not act as a substitute for real currency. Neither PayBud nor any other person or entity has any obligation to exchange Bullion Coins for anything of value, including, but not limited to, real currency. You agree PayBud may engage in actions impacting the perceived value or purchase price, if applicable, of Bullion Coins at any time, except as prohibited by applicable law.

All purchases of Purchased Bullion Coins are final and are not refundable, transferable, or exchangeable under any circumstances, except as otherwise required by applicable law. PayBud, in its sole discretion, may impose limits on the amount of Bullion Coins purchased, earned, accumulated, redeemed or otherwise used.

Except as otherwise prohibited by applicable law, PayBud, in its sole discretion, has the absolute right to manage, modify, substitute, replace, suspend, cancel or eliminate Bullion Coins and/or Rewards, including your ability to access or use Bullion Coins and/or Rewards, without notice or liability to you. You may not transfer, sell, gift, exchange, trade, lease, sublicense, or rent Bullion Coins and/or Rewards except as expressly permitted by PayBud within your PayBud Membership account. Except as otherwise prohibited by applicable law, PayBud reserves and retains all rights, title, and interest in and to Bullion Coins and/or Rewards. The use of any

Bullion Coins and/or Rewards you control in your PayBud Membership account will terminate upon termination, suspension, or cancellation of your PayBud Membership account and as otherwise provided herein.

## **GIFT CARDS & CERTIFICATES**

1. Gift cards/certificates are subject to the terms and conditions set by the merchants who issue the gift cards/certificates. The terms and conditions are set by those merchants and are their responsibility. For more detailed information on the terms and conditions of a specific gift cards/certificates offered in the Program, please contact the 3rd party merchant directly.
2. Gift cards/certificates may not be cancelled or returned. Gift cards/certificates should be treated like cash; no refunds or replacements will be provided for lost or stolen gift cards/certificates.

## **SHARE THE LOVE REWARDS**

1. The Share the Love Referral program rewards you for referring others to become active PayBud members.
2. All Share the Love Referral Rewards and associated monthly commissions resulting from said referred members, are subject to PayBud's verification processes to determine the member you have referred is a real member and is active within the PayBud Community.
3. At its sole discretion, PayBud reserves the right to reverse, cancel or void any Referral Reward points credited to your account as well as cancel any pending Store purchases or redemptions that may have used reward program points resulting from unverified referral membership accounts.

## **LOCAL OFFERS**

1. Local offers are non-transferable. The barter, trade, sale, photocopying, alteration, or transfer of these offers by any person or entity is strictly prohibited. These offers are intended for the non-profit use of the individual member registered for this program. Any use of an offer in violation of these Rules will render the offer VOID. Offers may not be reproduced and are void

where prohibited, taxed, or restricted by law. PayBud will not be responsible if any establishment breaches its contract or refuses to accept an offer; however, PayBud will attempt to secure merchant compliance to the best of the company's ability.

2. There are no refunds, exchanges, replacements or conversions for redemptions for local offers. These PayBud Rewards Terms of Use complement and incorporate by reference the main PayBud Terms of Service. In the event of any conflict between the main PayBud Terms and Conditions and these PayBud Rewards Terms of Use, the main PayBud Terms and Conditions control.

## **PAYBUD RELOADABLE DEBIT CARD**

The following terms and conditions apply to the loading of the PayBud Reloadable Debit Card (“Card”) using PayBud Rewards.

1. By requesting PayBud Rewards be allocated for the loading of a Member’s personal Card through the Site and/or the App, Member agrees to abide by these terms and conditions.
2. Upon confirming the request to use PayBud Rewards to load the Member’s Card, Member is authorizing PayBud to: a) facilitate the conversion of PayBud Rewards to custom PayBud Digital Utility Tokens (“Tokens”) held on the Ethereum Blockchain platform; b) sell the Tokens on Member’s behalf at the market rate of not less than US\$1/Token; and c) deposit the proceeds of the Token sale, less any administrative charges and/or fees, onto the Member’s designated personal Card account on file with PayBud LLC. Although PayBud will make all reasonable efforts to complete this process within 24-72 hours, Member understands and agrees that longer loading times could occur.
3. Member agrees and accepts PayBud is under no obligation to disclose any of the specific details of the mechanics of the procedure described above in item/paragraph #2 of this section. This includes but is not limited to: the transaction Token data from the blockchain; public or private digital wallet addresses; entities involved in the transaction process; or any other details pertaining to the acquisition and transfer of the Token.
4. Reversals; Cancellations. You cannot cancel, reverse, or change your request to use PayBud Rewards to load your “Card” once you have confirmed the transaction through the Site and/or the App. PayBud reserves the right to

refuse to process, or to cancel or reverse, any Card loading request in its sole discretion, even after PayBud Rewards have been debited from your Rewards Account(s), if PayBud suspects the transaction involves (or has a high risk of involvement in) money laundering, terrorist financing, fraud, or any other type of financial crime; in response to a subpoena, court order, or other government order; if PayBud reasonably suspects the transaction is erroneous. In such instances, PayBud will reverse the transaction and we are under no obligation to allow you to reinstate a Card load order on the same terms as the cancelled transaction.

## **AUCTIONS**

Please note Program auctions (“Auctions”) are offered, hosted, managed and operated solely by PayBud. A Member chooses to participate in Auctions at Member's sole discretion. The Auctions component of the Program may be terminated at any time without notice at PayBud's sole discretion. Auctions are subject to the terms and conditions set forth below.

Eligibility: Only active and current Members with a Program Rewards Account in good standing are eligible to participate in or win any auctions through the Program. By placing a bid on an auction herein, Bidder declares he/she is legally capable of entering into a valid and binding contract and Bidder is not a commercial reseller. PayBud reserves the right to reject bids from, or exclude, anyone who violates any of the terms and conditions of the Program including these Auctions or who engages in any abusive activity or unauthorized usage with respect to these Auctions or the Program. Examples of such unauthorized usage include without limitation, the use of unauthorized third-party bidding or other software, interfering with other bids, or the providing of false, inaccurate or misleading data of any type. Employees of PayBud or any of our respective affiliates or subsidiaries, as well as the immediate families and/or those living in the same household of any of the same, are not eligible to win auctions under PayBud Rewards® Program.

Auction Rules: There are two types of auctions available to Bidders through this Program. The first type of auction involves solely Rewards, and the winning Bidder will be the person with the highest bid at the time of the auction close in accordance with the terms and conditions set forth below. The second type of auction also involves bidding only in Rewards, but this type of auction requires the winning Bidder to pay a predetermined amount in U.S. dollars upon winning the auction in addition to the Rewards used for the winning bid. The following terms and conditions apply to auctions.

1. By participating in auctions on the Site and/or the App, Bidder agrees to abide by these terms and conditions.
2. All terms and conditions applicable to the Program in general are incorporated herein.
3. Bidder can select his/her own bid amount ("Max Bid"), for each auction item ("Auction Item"). PayBud shall determine the increments for bids in its sole discretion.
4. By clicking on "Place Bid", Bidder agrees the Rewards required for that bid will be deducted from Bidder's account. In the event another person places a bid exceeding Bidder's bid, the Rewards associated with Bidder's unsuccessful bid will be returned to Bidder's account. PayBud will not be responsible for any delays in the return of Rewards to Bidder's account.
5. Bidder must have sufficient Rewards in Bidder's account to place a successful bid. Once a bid is placed, Bidder cannot cancel the bid.
6. For auctions including Rewards and U.S. Dollars, there will not be a hold placed on Bidder's credit card for the U.S. Dollars amount while bidding; Bidder must pay the U.S. Dollars amount (as described below) only after receiving notification of winning the auction.
7. Auctions will end at the specified time.
8. The winning Bidder will be the Bidder who has an accepted bid of the largest amount of Rewards at the time the auction closes. The Site and/or the App may not indicate the final bid when the clock shows no time remaining, as there may be a slight delay relative to final bids placed before the auction closed can be displayed. The last Bidder is determined according to the records in PayBud's Program database. PayBud's determination of the last Bidder shall be final. All winning bids are subject to confirmation and final review by PayBud management.
9. After an auction has ended, the winning Bidder must click on the "Claim Item" button. A winning Bidder may only claim one Auction Item at a time (so if Bidder wins more than one auction, Bidder must complete the checkout separately for each item won). PayBud management reserves the right to

require documentation/authentication and/or an agreement before relinquishing the Auction Item.

10. If the winning Bidder fails to claim the Auction item within the designated time frame, PayBud management reserves the right to withdraw the offer to conclude a contract. If PayBud management withdraws the offer, the winning Bidder's right to pay for and receive delivery of that Auction item will be permanently revoked. In this instance, the winning Bidder's final Rewards bid placed in that auction are non-refundable.

11. **Publicity.** As a condition of participating in these auctions, Bidder agrees PayBud management reserve the right to publish the first name and first initial of the last name, region address of any of the Highest Bidder(s) for closed auctions. Such information may be used on the Site and/or the App, in a press release distributed to the media, or in television, radio, direct mail or internet advertisements without notice or compensation to, or approval from, Bidder(s).

12. PayBud management reserves the right, at its sole discretion, to limit the number of auctions for which a Member may be the winning Bidder per calendar month. Subject to further limitations, no Member may be the winning Bidder more than four (4) times in any one calendar month, and no household or address may have the winning Bidder more than eight (8) times in any calendar month (subject further to individual Member cap). Any high bids beyond the allowed amount will be invalidated. In the event PayBud management in its sole discretion determines a Member is using multiple accounts to participate in auctions or otherwise engaging in suspicious activity, PayBud management reserves the right to invalidate any auction bids or high bids from such Member. In this instance, the Bidder's Rewards bid in that auction are non-refundable.

13. For Auctions including Rewards and U.S. Dollars, the winning bidder must pay the predetermined amount of U.S. dollars at the time of checkout. Shipping and handling charges, if any, will be disclosed with the Auction item prior to bidding. Sales tax may apply depending on the location of the Bidder and will be identified at the time of checkout.

14. Unless otherwise stated, delivery of physical Auction items will be made directly from PayBud's suppliers or from its offices to the address provided by the Member. It is the sole responsibility of the Member to provide accurate mailing address information to PayBud management. Failure to do so, may

result in a forfeiture of the Auction item. Delivery times of physical Auction items vary and any delivery time indicated is provided only as a guide and is not guaranteed. PayBud management shall be entitled to engage third parties to fulfill the Auction items without being required to notify the buyer. Obvious damage to the item or packaging during transport shall be immediately reported to PayBud management by the winner upon taking delivery.

15. Unless otherwise stated, delivery of electronic Auction items, such as eGift cards and similar items, will be delivered electronically via email or text messaging. It is the sole responsibility of the Member to provide an accurate email address and/or a mobile phone number capable of receiving text messages to PayBud management for proper delivery of electronic Auction items. Failure to do so, may result in a forfeiture of the Auction item. Delivery times of electronic Auction items vary and any delivery time indicated is provided only as a guide and is not guaranteed. PayBud management shall be entitled to engage third parties to fulfill the Auction items without being required to notify the buyer.

16. Should PayBud management be unable to deliver the item ordered, PayBud management shall promptly notify Bidder if it can deliver a comparable substitute product that has the same or better features. Bidder shall then promptly notify PayBud management if Bidder wishes to receive this substitute or prefers to receive a refund of the winning bid amount.

17. No exchanges or refunds are allowed for Auction Items. In the case of receipt of damaged or defective merchandise, Bidder should contact PayBud Rewards® Contact Center at [rewards@paybud.com](mailto:rewards@paybud.com) immediately upon receipt of the Auction Item.

18. PayBud management reserves the right, in its sole discretion, to disallow any bids at any time, including at the conclusion of an auction, if PayBud management suspects an improper bid or a violation of Program terms and conditions.

19. Neither PayBud nor their affiliates, officers, employees, contractors or agents shall be responsible or liable in any way for (a) any failure of any Auction Item, the auction website, the auction mobile application, the ability to bid on any Auction Item, or any computer system, internet or internet service provider, mobile phone or mobile phone carrier in any way, (b) any system overload, service interruption, system disruption or delay or other technical and human issue or failure, or (c) the failure to receive Bidder's bid in a timely

fashion due to any reason. Bidder's sole and exclusive remedy with respect to any claim whatsoever with respect to an auction, participation in any Auction and/or any Auction item shall be a refund of the amount of Rewards used for the winning bid, if applicable.

20. In consideration of Bidder's being allowed to participate in Auctions, Bidder agrees to release, indemnify and hold harmless PayBud and its affiliates, officers, employees, contractors and agents with respect to any matters relating to or arising out of Bidder's participation in the auctions.

21. PayBud management is not responsible for any actions taken by individuals with access to Bidder's account.

## **SWEEPSTAKES**

For any sweepstakes noted on the Site or the App, the following general terms will always apply: NO PURCHASE NECESSARY TO ENTER.VOID WHERE PROHIBITED BY LAW. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. The Sweepstakes will be available to anyone including persons without a PayBud Rewards® Account. Use of multiple accounts will result in disqualification of sweepstakes entries. See individual sweepstakes for complete terms and conditions.

## **DAILY TRIVIA GAME**

The Daily Trivia Game is for entertainment purposes only. We do our very best to make sure all the answers to the questions asked are correct, however make no representations as to the accuracy of the answers for the questions posed. Therefore, any questions you believe you answered correctly but our trivia software deemed incorrect cannot be reviewed. Each trivia game result is final and will not be reviewed. For additional information and rules pertaining to this PayBud game/service, please click on the Helps & Hints button available on the PayBud Trivia Game page.

With the exception of some Daily Trivia games, each game will generally award prizes to the Top 3 (individual member) highest scores for that day. The Daily Trivia games will run from 5am (PST) to 8pm (PST). In the event there are any ties for the Top 3 scores achieved by individual members, the member who achieved their highest score with the least amount of game attempts/plays for that day will win the tie break.

## **GAMES**

Any error or discrepancy occurring when playing any of the games offered on our platforms, resulting from a bug, glitch, or software malfunction, will void that specific game play and any resulting prize due to you null and void as well. It is at PayBud Management's sole discretion to determine if and when any prize award is deemed null and void for any reason. All decisions are final.

## **HOT SPOTS**

The hot spot feature is designed for members to earn reward points when adding or visiting locations that they personally visit often such as their home, work, fitness center, favorite coffee shop, restaurant, bar, etc. If a Member is simply adding random locations within very close proximity to simply to gain reward points, such action goes against the spirit in which this PayBud feature was intended; this also applies to Members checking in at random locations in very close proximity of one another simply to earn reward points without physically entering the location in which they are checking. If PayBud determines a Member is operating their account in such a way to take advantage of this Reward feature, the Member acknowledges and agrees PayBud, at its sole discretion, can close a Member's account with or without warning and any and all reward points, bullion and/or pending redemption orders will be forfeited.

## **POWERBUD DRAWING**

This game is modeled after the popular "Daily 3" lottery game in California. In fact to insure complete transparency, we use the California Daily 3 lotto "Evening draw" results to determine the winners of our PowerBud game. (See <http://www.calottery.com/play/draw-games/daily-3> to confirm past results of numbers drawn). For an extensive list of our PowerBud FAQs, please click on the Helps & Hints button available on the PayBud PowerBud Game page.

PayBud Members have a chance to claim a share of the "Pot" if they pick the correct three numbers. You can play at least one (1) PowerBud card a day for FREE and up to three (3) additional cards can be purchased using your Rewards and/or Bud Bullion giving you multiple opportunities to win. Premium Members will receive additional FREE cards each day to play. If no one wins, the "Pot" rolls over to the next day and "grows". To participate, login into your

account and click on the PowerBud link to learn more.

Entries purchased with Bullion Coins will increase the odds of winning over those entries purchase with just Reward points. Free entries and additional entries purchased with Reward points must select the winning numbers in the exact order as they are selected in California Daily 3 lotto "Evening draw" result. With Bullion coin entries, the order in which the numbers for these entries are selected, does not matter so long as the entry contains all three (3) of the winning numbers for that evening's drawing. Thereby increasing a Member's odds of winning significantly when using Bullion coins for entries.

Should there be multiple winning cards, then the grand prize(s) will be split equally across all the verified and confirmed members holding the winning cards.

If, in the event there is not a winner, the prize amount will rollover to the next daily draw and may increase in value. This will continue until a winning card is selected.

## **PLATFORM ABUSE**

At PayBud's sole discretion, we reserve the right to suspend, close, reverse reward points issued, cancel pending redemptions, or delete any account we determine has abused or attempted to abuse or harm the PayBud Rewards Platform. This includes, but not limited to, abuse of the Share the Love Referral Program, manipulation or omission of blatant errors on any of our games, as well as harmful, slanderous or libelous comments on social media platforms made against the company and/or any of its employees, agents, owners or contractors. All decisions are final.

## **ACCOUNT CLOSURE**

At PayBud's sole discretion, we reserve the right to close an account. If an account is closed, either at the request of a Member or at PayBud's discretion, any pending redeemed orders shall be immediately reversed and voided. All reward points and bullion remaining in the said account are forfeited.

## **ACCOUNT SUSPENSION**

At PayBud's sole discretion, we reserve the right to suspend an account for any reason we deem necessary in order to protect the integrity of PayBud and

its Rewards Platform. If an account is suspended, we will perform a detailed audit of the suspended account. This audit can take anywhere from 30 - 120 days depending on several factors including but not limited, to the age of the account, activity on the account, Member profile verification etc. Upon conclusion of the audit, we will promptly notify the Member if their account will be reopened (with or without conditions) or if it will be closed.

## **MONTHLY FEES**

Although the PayBud Platform is available for everyone to use, some activation and service fees may apply based on the country you reside in and/or the activity on your account. Currently our service fees are as follows:

1. If you reside in an Asian country, there is a small \$2.00/mo. service fee applicable to your account. This fee must be paid in advance in order to successfully use our platform. Failure to keep these fees current may result in your reward points being voided. Please email us at [intlsupport@paybud.com](mailto:intlsupport@paybud.com) if you have any questions.
2. If you are a All-4-One Silver Member and fail to get 1,000 points the previous month, your account will revert to a Green Level membership. Should you want to reinstate your Silver membership, a \$5.00 activation fee will be applied.

At this time, the PayBud Rewards platform is no longer offered in the Philippines. Filipino residents attempting to use the platform will have their accounts closed and any and all reward points voided.

## **GENERAL LIMITATION OF LIABILITY**

1. PayBud LLC, its agents, assignees and designees, act only as order processors for the goods and services offered in the Program. PayBud LLC and their respective affiliates, agents, assignees, and designees do not assume any liability or responsibility for damage, expense, inconvenience, injury, accident, death or damage to any persons or property, whatsoever, with respect to any goods and services offered in the Program. Nor will PayBud LLC and their respective affiliates, agents, assignees, and designees assume any liability or be responsible in any way for any damage, expense or inconvenience due to cancellations or delays for any reason, including those

due to weather or mechanical breakdowns, or arising from war, acts of God or acts of terrorism.

2. Neither PayBud LLC, nor any of their respective affiliates or suppliers will have any liability whatsoever for purchases made in good faith by individuals who claim to have authority to act on your behalf.

3. PayBud LLC and/or their affiliates shall not be liable for errors or omissions by their employees or agents in interpreting or in carrying out the terms of this Program.

**4. Neither PayBud LLC, nor any of their affiliates, nor any supplier to the Program will have any liability whatsoever for any loss, damage, expense, non-performance, consequential or special damages, accident or injury incurred in the course of a PayBud member's use of any good or service received through the Program or as a result of any defect in or failure of such good or service.**

PayBud LLC and/or their affiliates make no guarantees, warranties or representations of any kind, expressed or implied, with respect to the goods or services offered by any supplier and specifically disclaim any implied warranties or merchantability or fitness for a particular purpose.

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