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Dispute Resolution and Arbitration Agreement ("Arbitration Agreement ") THIS AGREEMENT REQUIRES THE USE OF SMALL CLAIMS COURT OR ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. Definition of Dispute: The term "Dispute" means any dispute ,action,claim,or other controversy between you and us, whether in contract,warranty, tort,statue,regulation,ordinance, or any other legal or equitable basis. Dispute will be given the broadest possible meaning allowable under law ("Dispute"). Time Limit for Raising Disputes: As a condition precedent to recovery, all Disputes under this agreement must be filed in writing or electronically within 12 months of your constructive knowledge that the alleged issue occurred. Further, any demand for Arbitration must be filed no later than 12 months after your constructive knowledge that the alleged issue occurred. Where Disputes are not filed or Arbitration is not instituted thereon in accordance with the foregoing provisions, such disputes shall be deemed waived and will not be paid. Informal Dispute Resolution: Either party asserting a Dispute shall first attempt in good faith to resolve it by providing written notice as specified below to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party 45 days to respond. Notice to Shoebox \$ Accounts shall be made by either (1) mailing a letter via first class or registered mail to Shoebox \$ Accounts, ATTN: Legal Department, (Address), which begins with the words "Notice of Informal Dispute Resolution Attempt;" or (2) by email to (Email Address), with the subject line stating "ATTN: Legal Department, Notice of Informal Dispute Resolution Attempt." Notice to you shall be made by either: (1) sending first class or registered mail to you at the facility of associated with your account that begins with the words "Notice of Informal Dispute Resolution Attempt"; or (2) by sending an email to the electronic mail address associated with your account with the subject stating " Notice of Informal Dispute Resolution." Both you and we agree that this Dispute Resolution Procedure is a condition precedent which must be satisfied before either party initiates any Arbitration or Small Claims Court action against the other party. For purposes of clarification, your submission of a complaint in itself is not sufficient to be considered a good faith effort to respond the dispute in accordance with this paragraph. Additionally, your submission of a complaint to us, or any other notice that doesn't strictly comply with the notice requirements above, is not considered a good faith effort to resolve the dispute in accordance with this paragraph. Small Claims Court or Arbitration: Mindful of the high cost of legal disputes, not only in dollars but in time and energy, both you and we agree that any Dispute between you and us, past,present,or future, and no matter the date of accrual, shall be resolved through an individual small claims court action or through binding individual arbitration, specified below. You understand and agree that you are waiving your right to sue or to court to assert or defend your rights. Small Claims Court: Either you or we may elect, instead of Arbitration, to have a Dispute resolved in Small

Claims Court if the dispute is an individual claim, does not seek injunctive relief, is within the jurisdictional and dollar limits of that Small Claims Court, and is brought in a Small Claims Court that permits representation by counsel. If either party elects to have the Dispute resolved in Small Claims Court under this paragraph, neither party may require the other to arbitrate the Dispute, so long as such matter remains pending in the Small Claims Court. If an arbitration has been initiated, the other party has 30-days to make an election under this paragraph. Upon receipt of notice an election to proceed in an appropriate Small —

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Claims Court has been made, the arbitration must be withdrawn without prejudice. Notice of such an election to Shoebox \$ Accounts shall be made by either (1) by mailing a letter via first class or registered mail to Shoebox \$ Accounts, ATTN: Legal Department, (Address) or (2) by email to (Email Address), with the subject line stating "ATTN: Legal Department, Notice of Informal Dispute Resolution Attempt." Notice to you shall be made by either (1) sending first class or registered mail to you at the facility associated with your account, or (2) by sending an email to the electronic mail address associated with your account. How Arbitration Works: Subject to the Small Claims Court provision above, either party may initiate arbitration, which shall be conducted by Resolute Systems, LLC ("Resolute") before one (1) Arbitrator and pursuant to the Resolute Standard Arbitration Rules ("Resolute Rules"), as modified by this Arbitration Agreement. The Resolute Rules are available at Resolute's website. Resolute may be reached by telephonically at (800)776-6060. For your convenience, we have included a copy of the Resolute Rules. The rules include how to file an Arbitration. In the event Resolute is unavailable or unwilling to hear the Dispute, the parties shall agree to another comparable Arbitration provider, and if they are unable to agree, the parties shall apply to a court for appointment of a new Arbitrator, pursuant to Section 5 of the Federal Arbitration Act. Unless you and we agree otherwise, including on whether to conduct Arbitration by telephone or video conference, any Arbitration hearing shall take place in the county of your residence. We will reimburse you for Arbitration filing fees that exceed the cost of filing a claim in court if, after the Informal Dispute Resolution Process laid out above fails, you file a Arbitration that we or the Arbitrator determines is not frivolous. All other cost or Arbitration are to be assessed as required by the Resolute Rules and applicable fee schedule. Waiver of Right to Bring Class Action And Representative Claims: SUBJECT TO THE SMALL CLAIMS COURT EXCEPTION ABOVE, AND CERTAIN EXCEPTIONS LISTED BELOW, ALL DISPUTES, PAST,PRESENT, AND FUTURE, AND REGARDLESS OF THE DATE OF ACCRUAL OF SUCH DISPUTE, SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS. The Arbitrator is empowered to resolve he Dispute with the same remedies available in court however any relief must be individualized and shall not effect any other customer. We

and you also agree that each may bring claims against the other in Arbitration only in our respective individual capacities and in so doing we and you hereby waive the right to a trial by jury, to assert or participate in any Class Action lawsuit or Class Action Arbitration, any Private Attorney General lawsuit or Private Attorney General Arbitration, and any joint or consolidated lawsuit or joint or consolidated Arbitration of any kind.

Arbitrability of Certain Disputes: Except as specifically set forth in this section, only the Arbitrator is authorized to make determinations as to the SCOP, validity, or enforceability of this Customer Agreement and this Arbitration Agreement, including whether any Dispute falls within its scope. Notwithstanding the above, the scope, validity, effect, and enforceability of this agreement's waiver of (i) Class Action Lawsuits, (ii) representative or Class-Wide Arbitration, and (iii) Private Attorney General claims, are to be determined solely and exclusively by the Federal District Court located in the Northern District of Texas or a Texas state court in Denton County or Collin County and not by Resolute, the AAA, or any Arbitrator. If a lawsuit is filed to enforce these waivers the parties agree that the arbitration shall be immediately stayed, by agreement or court order, until the court case is resolved and all appellate review is exhausted. The cost of proceedings under this section, including, without limitation, each party's-----2

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attorneys' fees and cost, shall be borne by the unsuccessful party. The parties hereby consent to jurisdiction and venue of the Federal District Court in Denton County or Collin County and waive any objections thereto. Severability: If the court decides that the waivers or limitations set fkrth, above, in the Waiver Right to Bring Class Action and Representative Claims section are invalid or unenforceable, any putative class, Private Attorney General, or representative action must be brought in a court of proper jurisdiction and not in Arbitration. Similarly, if a court determines that the ability to provide public injunctive relief is required by applicable law, the request for such public injunctive relief shall proceed in an individual action in court. Without waiving the right to appeal a court decision triggering this section, should a claim be required to proceed in court under this section, any and all disputes shall proceed in Federal District Court located in the Federal District Court located in the Northern District of Texas or a Texas state court in Denton County or Collin County and be decided by a Judge, sitting without a jury and not as a Class Action lawsuit. The parties hereby consent to jurisdiction and venue of the Federal District Courts in the Northern District of Texas or Texas state court in Denton County or Court County and waive any objections thereto. Governing Law and Other Terms: This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the United States Federal Arbitration Act and other applical Federal Law. To the extent state law applies to any aspect of this Arbitration Agreement, or to any claims that are covered by the Arbitration Agreement, Texas Law will govern without regard to its choice of law or conflict of law principles.

Except as set forth above in the Severability section, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement. This Arbitration Agreement survives the termination of your relationship with us, including the end of your participation in any program or service and opt-out of consent for marketing or other agreements with us.

INDEMNIFICATION It is important for you to understand that by accessing and using any of our services, you agree to indemnify (pay for our losses), defend and hold us, and our affiliates and licensors harmless from against all losses, expenses, damages and cost, including reasonable attorneys' fees, arising out of or relating to any third-party claim concerning: (a) you use of our service (including any activities under your Account) (b) violation of you Customer Agreement or (c) your violation of any law or the rights of another person. you will reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to any third party claims described above at our then current hourly rates. These obligations will survive any termination of your relationship with us or your use of our services. We reserve the right to assume the defense and control of any matter subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS SHOEBOX \$ ACCOUNTS, ITS AFFILIATES, AND THE RESPECTIVE DIRECTORS, OWNERS, EMPLOYEES AND AGENTS FROM AGAINST ALL THIRD PARTY CLAIMS, ACTIONS, SUITS, OR PROCEEDINGS, AS WELL AS ANY AND ALL LOSSES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING OUT OF OR ACCRUING FROM (A) YOUR BREACH OF THIS AGREEMENT AND (B) YOUR USE OF OUR SERVICES.** Limitation of Liability **IMPORTANT: THIS PROVISION LIMITS YOUR RIGHTS TO RECOVERY. PLEASE READ IT CAREFULLY.**

(a) No Consequential or Indirect Damages: **IN NO EVENT SHALL WE OR ANY OF OUR REPRESENTATIVES BE---**3

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LIABLE TO YOU FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THESE TERMS AND CONDITIONS OR USE OF OUR SERVICES, REGARDLESS OF (I) WHETHER SUCH DAMAGES WERE FORESEEABLE, (II) WHETHER OR NOT YOU WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND (III) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. (B) Maximum Liability: IN NO EVENT SHALL OUR LIABILITY ARISING OUT OF OR RELATED TO OUR SERVICES, OR THESE TERMS AND CONDITIONS ,

WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNTS YOU DEPOSITED TO SHOEBOX \$ ACCOUNTS PURSUANT TO THESE TERMS AND CONDITIONS. (c) Exceptions: THE LIMITATIONS SET FORTH IN THIS LIMITATION OF LIABILITY SECTION SHALL NOT APPLY TO: (I) PERSONAL INJURY OR DEATH OR DAMAGE TO ANY REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY OUR GROSSLY NEGLIGENT ACTS OR OMISSIONS OR (II) THE GROSSLY NEGLIGENT ACTS OR OMISSIONS OF US IN PERFORMING OUR OBLIGATIONS UNDER THIS CUSTOMER AGREEMENT. (d) Disclaimer of Warranties: FOR OUR SERVICES THAT ARE ACQUIRED, WE PROVIDE THE LIMITED WARRANTY DESCRIBED ABOVE. ALL SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." WE DISCLAIM ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES NOT EXPRESSLY SET OUT IN THESE TERMS TO THE FULLEST EXTENT PERMITTED BY LAW. Additional Provisions Our failure to exercise or enforce any right or provision of these terms shall not constitute a waiver of such right or provision. If any provision of these terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Terms and Conditions and shall not effect the validity and enforceability of any remaining provisions. These terms shall be governed and construed in accordance with the laws of the state of Texas applicable to agreements made and to be performed in Texas. Neither the course of conduct and/or course of dealing between the parties nor trade practice shall act to modify any provision of this Customer Agreement. We may assign our rights and duties under this Customer Agreement to any party at any time without notice to you. Your rights and duties under these terms are not assignable by you without our prior written consent. These Terms and Conditions do not provide any third party with a remedy, claim, or right of reimbursement. Any section of this Customer Agreement that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Customer Agreement. We reserve the right to make changes to this Customer Agreement at any time by posting the revised Terms and Conditions in connection with Shoebox \$ Accounts service. To the maximum extent permitted by law, your continued use of our services following any changes will constitute your acceptance of such changes. Shoebox \$ Accounts and all associated services embody intellectual property that is protected by law. Copyright owners of Content are intended third party beneficiaries under the Customer Agreement. We do not accept unsolicited materials or ideas for our services and we are not responsible for the similarity of any of our services to any materials or ideas transmitted to us. Should you send any unsolicited materials or ideas, you do so with the understanding that no additional consideration of any sort will be provided to you, and you are waiving any claim against us and our affiliates regarding the use of such materials and ideas, even if material and/or idea is used that is

substantially similar to the material or idea you sent. We are free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us (collectively, "Feedback"), including responses to questionnaire or through -----4

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postings to our forums and interfaces, and in perpetuity without further compensation, acknowledgment, or payment to you for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products and creating, modifying, or improving Shoebox \$ Accounts services. In addition, you agree not to enforce any "moral rights" in and to the Feedback, to the extent permitted by applicable law. This

Customer Agreement will be binding upon and inure to the benefit of us and our respective successors and permitted to assigns. The parties' rights and obligations, which by their nature would extend beyond the termination ,cancellation, or expiration of this Customer Agreement, will survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services received before such termination, cancellation, or expiration). This Customer Agreement constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.