

EnVision App

Master Subscription Agreement for Reward Providers

Last updated on November 19, 2022

THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES AS A REWARD PROVIDER.

GENERAL TERMS AND CONDITIONS

Please read these Terms and Conditions (“Terms and Conditions” or “Agreement”) and the appendices related to your user type carefully. This agreement affects your rights.

Appendices to these Terms and Conditions include:

- A Privacy Policy
- B Reward Provider Additional Terms
- C Prohibited Items Policy
- D EnVision App Rewards, Offers, and Sponsorship Fees
- E EnVision App High Volume Account Features
- F Reward Posting Block Purchases & National/Regional Accounts

Under these Terms and Conditions, Organizational Performance Systems, Inc. (“OPS”, “Company” or “we”) provides the EnVision Application (“App” or “Program”) through www.ops1.com/envision and related software applications (“Company Properties”) with the mission to empower households and help people in need break the cycle of generational poverty and attain socio-economic mobility and enable various other entities and institutions to provide support and rewards to those households and people.

This Agreement and its appendices constitute a legally binding agreement between each individual and organization that signs up for the Program (“User” or “You”) or otherwise uses any of the Company Properties.

BY CREATING AN ACCOUNT, BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU ACCEPT THIS AGREEMENT AND AGREE TO ALL TERMS AND CONDITIONS HEREIN. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.

1. CHANGES TO THE TERMS AND CONDITIONS

1.1. Company may at its discretion modify, update, add to, discontinue, remove, or otherwise change these Terms and Conditions at any time. Each such modification will take immediate effect upon notification to you. Company may provide you with notices, including those regarding changes to these Terms and Conditions, by email, regular mail, text message, in-app messaging, or other reasonable means now known or hereinafter developed.

1.2. Your continued use of the Company Property following any such notifications constitutes your acceptance of such modifications and your agreement to be bound by these Terms and Conditions. If you do not agree to any modification of these Terms and Conditions, your sole remedy is to discontinue your use of the Company Properties. The most current version of these Terms and Conditions will be available on our website and supersedes previous versions.

2. PROGRAM ACCOUNT

To become a User, you must be at least 18 years old and provide your email address and password for Company to create your Program account (“Account”). Your Account will be tied to an OPS ID that allows you to access certain services depending on your user type (e.g., Participant, Community Sponsor, etc.). Each User is limited to one Account. To use the Program features you may elect to provide us additional information. Information that you submit through one of our Programs may be saved and available for your use in our other Programs, including, without limitation, any saved payment card information. Any and all information collected from you shall be subject to our Privacy Policy, Appendix A.

3. PROGRAM LICENSE

Subject to this Agreement, we hereby grant you a non-exclusive, non-transferable license (without the right to sublicense) to access and use the Company Properties for your use to access the Program(s). You agree that you obtain no rights other than the rights and licenses expressly granted in this Agreement. Company reserves the right to change, upgrade or discontinue the Program, any Company Property, and any feature of the Program or the Company Properties, at any time, with or without notice. All rights not expressly granted under this Agreement are reserved by Company or its licensors.

4. ACCOUNT MAINTENANCE

4.1. Updating Your Account. You agree to keep your Account information current, complete, and accurate by periodically updating the information through the Company Properties. You must be logged into Company and enter your password to change your Account information and payment preferences. You may check your Account status, activities, accomplishments, and Points at any time via the Company Properties. You will maintain the confidentiality of your Account information, including username and password by which you access the Program. Any use of your username and password will be deemed to be your use, and Company is entitled to act on instructions received under your password and is not responsible for any changes made to your account by someone else who uses your password. If there is a breach of security through your Account, you will immediately change your password and notify us of such breach. You agree that, unless you have first notified us immediately of any such breach, we should assume that any instruction transmitted using your username and password is yours and has been authorized by you, and we will have no obligation to inquire into the propriety of such instruction.

4.2. General Account Activity. An Active Account means you must have engaged in one of the following activities within the past sixty (60) days: (i) logged into your Account, (ii) updated your Account information, or (iii) placed a reward. Except where prohibited by applicable law, if you have not engaged in one of the activities in subsections (i)-(iii) for more than sixty (60) consecutive days, Company reserves the right to terminate your Account and cease to maintain your Account records and Program access. In no event shall the termination of your Account relieve you of the obligation to pay any fees due to us for the period prior to the effective date of termination.

4.3. Reward Provider Account Activity. Please see Appendix B, Reward Provider Terms and Conditions, as well as Appendices C, D, E, and F.

4.4. Fraudulent Activity. We reserve the right to investigate any Points transactions, referral activity, or interaction with any Company Property that we believe, in our sole discretion, is abusing or has abused the Program. We reserve the right to rescind any Points, bar further Points awards and/or bonuses, and/or terminate any Member

Account that we believe, in our sole discretion, is abusing or has abused the Program, including, without limitation, by engaging in a pattern of returning products after the corresponding Points have been credited or making fraudulent referrals by creating multiple Accounts. Multiple Accounts created under the Referral Program with the same name, address, email address or other identifying feature may be flagged as fraudulent referrals. Any failure to comply with this Agreement, any fraud or abuse relating to the accrual or receipt of Points, or any misrepresentation of any information furnished to Company by you or anyone acting on your behalf may result in the termination of your Account and forfeiture of any accrued Points. If Company has any reason to suspect fraudulent activity is associated with your Account, Company reserves the right to delay or withhold the awarding of Points. Any suspected or actual cases of fraud activity will be escalated and reviewed in accordance with our fraud process. Company decisions are final.

5. RECEIVING COMMUNICATIONS

By signing up to be a Reward Provider, you agree to receive communications and notices by electronic mail. Our communications may be account- or membership-related. We may communicate with you regarding the Program by electronic mail or direct mail using information you provide to us. Your consent to receive electronic communications includes any notices or other information that we may be required by law to provide you in writing or otherwise. You agree to keep us apprised of your current email address should the same change after the date you become a Member. If you elect to provide us a mobile number, we may use it to contact you when you make account updates or for account recovery purposes. You may receive recurring messages from us during those account changes. Standard message rates apply, and carriers are not responsible for any delayed or undelivered messages. You may opt out of receiving certain communications in accordance with our Privacy Policy, Appendix A.

6. PROGRAM RESTRICTIONS

You agree that you will not, and will not permit others to: (i) damage, interfere with or unreasonably overload the Company Properties; (ii) introduce into the Company Properties any code intended to disrupt the Program; (iii) alter or delete any information, data, text, links, images, software, chat, communications and other content available through the Company Properties (collectively, "Content"); (iv) access the Program or the Company Properties by expert system, electronic agent, "bot" or other automated means; (v) use scripts or disguised redirects to derive financial benefit from Company; (vi) modify, reverse engineer, reverse assemble, decompile, copy or otherwise derive the source code of any Company Property for any reason; (vii) rent, sell or sublicense any of the Company Properties; (viii) provide any unauthorized third party with access to the Program; (ix) access or attempt to access confidential Content through the Company Properties; (x) interfere with the operation of the Program, including, but not limited to, distribution of unsolicited advertising or mail messages and propagation of computer worms and viruses; (xi) post any material in any form whatsoever on the Company Properties or within the Program that is defamatory, obscene or otherwise unlawful or violates any third party's right of privacy or publicity; (xii) infringe any third party's patent, copyright, service mark, trademark or other intellectual property right of any kind or misappropriate the trade secrets of any third party in connection with your use of the Program or the Company Properties; (xiii) engage in any activity that does not comply with applicable law and regulations or otherwise engage in any illegal, manipulative or misleading activity through the use of the Program; (xiv) use the manual or automated software, devices or other processes to "scrape," "crawl," "spider" or index any page of Content from the Company Properties.

7. PROGRAMS

7.1. Points and Rewards. We offer the ability for end users ("Participants") to earn points based on their actions, activities, and accomplishments in the Program.

7.2. Earning Points. In order to earn Points, Participants must register for an Account, be signed into the Program, and complete various actions and activities presented in the Program.

7.3. Redeeming Points. Points are redeemable for rewards (“Rewards”) that you as an offeror provide via the Program. Company may receive compensation from you for posting your reward offers in the Program. Compensation received by Company may play a part in whether you and your offers appear on our site, where they are placed, and how we display them in the Program. Participation in this Program and the opportunity to earn and redeem Points is offered at the sole discretion of Company and subject to your compliance with this Agreement.

8. REWARD POLICIES

A reward redeemed from any Reward Provider is governed by and subject to your applicable policies, including applicable exchange and shipping policies. You agree that we are not your agent or the agent of any Reward Provider and that all Reward Providers, including you, operate independently and are not under our control. Accordingly, your provision of offers or promotions, and your correspondence with any Participant, is solely between you and that Participant. We do not assume any liability, obligation, or responsibility for any part of such correspondence, offer or promotion, including, without limitation, the withdrawal or modification of any such offer or promotion. Company is not responsible for changes to, or discontinuance of, any reward or for your withdrawal from the Program.

9. POINTS VALUE AND USE

9.1. Points are not the property of any Program user and have no cash value. Points can’t be transferred by operation of law, such as by inheritance, in bankruptcy, or in connection with a divorce. Their sole use is for the purpose of achieving certain reward levels in the Program.

9.2. Taxes. Our fees, if any, do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “Taxes”). Participants, not OPS, are responsible for paying all Taxes associated with their purchases. For clarity, We are solely responsible for taxes assessable against us based on Our income, property, and employees.

10. INFORMAL DISPUTE RESOLUTION

You agree to resolve disputes informally by submitting your requests through our Help Line. We will try to resolve the dispute informally by contacting you in writing via email. If a dispute is not resolved within 30 days of submission through this form, you or Company may bring a formal proceeding per the provisions of Section 11 of this Agreement.

11. DISPUTE RESOLUTION BY BINDING ARBITRATION; CLASS ACTION WAIVER

11.1. Arbitration is a method of claim resolution that is less formal than a traditional court proceeding in state or federal court. It uses a neutral arbitrator instead of a judge or jury and the arbitrator’s decision is subject to limited review by courts. You and Company agree to arbitrate any and all disputes, claims, or controversies arising out of, in connection with, or relating to this Agreement, Company’s business, any of the Programs or the Company Properties, and relationship with you, including any claims that may arise after the termination of this Agreement. This agreement to arbitrate includes any claims against Company’s employees, agents, or any subsidiaries of Company.

11.2. All disputes concerning the arbitrability of a claim (including disputes about the scope, interpretation, breach, applicability, enforceability, revocability, or validity of this Agreement) shall be decided by the arbitrator. The arbitrator shall also decide whether any claim is subject to arbitration. You further agree that the U.S. Federal Arbitration Act and federal arbitration law shall govern the interpretation and enforcement of this agreement to arbitrate.

11.3. CLASS ACTION WAIVER: YOU AND COMPANY AGREE THAT BOTH WAIVE ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT. YOU ALSO AGREE THAT YOU MAY ONLY BRING A CLAIM AGAINST THE COMPANY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT OR REPRESENTATIVE PROCEEDING, CONSOLIDATED ACTION, OR PRIVATE ATTORNEY GENERAL ACTION. This means that neither you nor Company can seek to assert class or representative claims against each other either in court or in arbitration and no relief can be awarded on a class or representative basis. The arbitrator also may not consolidate or join another person's claim with your claim or issue an order that would achieve the same result. You and the Company further agree that if the provisions of this paragraph, known as the "Class Action Waiver," are found to be unenforceable, it cannot be severed from this arbitration agreement and the entire provision compelling arbitration shall be null and void.

11.4. To the extent possible under local law, the arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules or pursuant to JAMS' Streamlined Arbitration Rules and Procedures ("Rules"). The Rules are available online at www.jamsadr.com. The arbitrator is bound by the terms of this Agreement. You and the Company agree that whichever party brings a claim shall be responsible for all filing and arbitration fees. The exclusive venue for any dispute or issue arising out of this Agreement shall be held in Santa Clara County, California.

11.5. Notwithstanding any provision in this Agreement to the contrary, you agree that if we make any future, material change to this arbitration provision, you may reject any change by terminating your use of the Company Properties. Your decision to reject changes in a new arbitration provision, however, does not affect any prior arbitration provisions to which you have already agreed, which would remain in effect.

12. EXPORT CONTROL

Company Applications and their underlying information and technology may not be exported or re-exported into any country to which the U.S. has embargoed goods or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. You represent and warrant that you are not located in, under the control of or a national or resident of any such country or on any such list, and that you will otherwise comply with all applicable export control laws. If you are a U.S. government end user, we are licensing the Company Application to you as a "Commercial Item" as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights we grant you to the Company Applications are the same as the rights we grant to all others under this Agreement.

13. COMMUNITY STANDARDS

Regardless of your user type, by participating in the Program, you are becoming a member of a community that depends on the goodwill and responsible behavior of each of our Users. Users are required to refrain from transmission or communication of images or text constituting ethnic slurs, obscenities, sexually explicit material, inflammatory or derogatory comments, or anything else that may be construed as harassing or offensive, which is targeted at the Program, the Company Properties, our employees, contractors or agents, Rewards Providers, or other Users. This includes communications by means of social media or other Internet posts that violate the above community standards or promote or encourage gaming or fraudulent behavior. Members who violate this provision, as determined by us in our sole discretion, may have their access to the Program suspended or terminated without prior notice. All Rewards posted to the App shall be subject to the provisions of Appendix C, Prohibited Items Policy.

14. OWNERSHIP

All right, title, and interest in the Program, the Company Properties and the Content belong to Company or its licensors. Additionally, Company shall maintain all right, title, and interest in the "OPS" and "EnVision" marks and

logos and any other marks, service marks, trademarks or logos of Company and its affiliates ("Company Marks"). Company Marks may not be used in connection with any product or service that is not Company's or in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Company. You shall not by any means bid on any keywords with any search engine containing "OPS", "EnVision" or anything substantially similar or any other Company Mark including, without limitation, OPS1.com, ops1.com/envision, ops1.com/envisionapp. You shall not mention or use Company in any ad text, extensions, or banner ads without the express written consent of Company. All other trademarks not owned by Company that are used in the Programs are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Company.

15. INDEMNIFICATION

You agree to indemnify Company, our Reward Providers, our service providers, mentors, coaches, and community sponsors as well as their respective officers, directors, employees, successors, agents, and affiliates, for any and all claims, damages, losses, and causes of action (including attorneys' fees and court costs) arising out of or relating to your breach of this Agreement or for any materials in any form whatsoever that are provided by you (or through your username and/or password). You agree to cooperate as fully as reasonably required in our defense and/or settlement of any claim. We reserve the right, in our reasonable discretion, to assume exclusive control over the defense and settlement of any matter subject to indemnification by you.

16. WARRANTY DISCLAIMER

THE PROGRAM, CONTENT AND THE COMPANY PROPERTIES ARE PROVIDED "AS-IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE MAKE NO WARRANTY AS TO THE QUALITY, ACCURACY, COMPLETENESS, COMPLETENESS, RELIABILITY OR VALIDITY OF THE PROGRAMS, CONTENT OR THE COMPANY PROPERTIES, INCLUDING, WITHOUT LIMITATION, ANY PRODUCT SEARCH RESULTS, PRODUCT DESCRIPTIONS, PRODUCT AVAILABILITY, PRICING INFORMATION ADVICE, OPINION, STATEMENT, RECOMMENDATIONS, REVIEWS OR OTHER INFORMATION DISPLAYED, UPLOADED OR DISTRIBUTED IN CONNECTION WITH ANY PROGRAM. COMPANY DOES NOT WARRANT THAT THE FUNCTIONALITY OF THE COMPANY PROPERTIES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THEY WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. FURTHER, COMPANY DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE QUALITY OR ACCURACY OF ADVERTISEMENTS FOR ANY PRODUCTS OR SERVICES OFFERED OR PROVIDED BY ITS AFFILIATE STORES OR SELLERS IN CONJUNCTION WITH THE PROGRAMS.

17. LIMITATION OF LIABILITY

17.1. Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 6.0 (FEES AND PAYMENT FOR PURCHASED SERVICES).

17.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

18. TERMINATION OR SUSPENSION

This Agreement is effective when accepted by you and will remain in effect until you or we terminate your membership in the Program. We may terminate this Agreement and your use of or access to the Program at any time, for any reason or no reason. Any violation of this Agreement or the rules and conditions of the Program may result in the termination of your Account and forfeiture of pending or prior Points or other rewards. We may, in our sole discretion, at any time and without prior notice, discontinue, cancel, suspend, change, or limit access to all or any part of the Program or any functionality, feature or other component of any Company Property. You agree that Company will not be liable to you or to any third party for any modification, suspension, or termination of the Program or your access to any of the Company Properties. If you are dissatisfied with any aspect of the Program at any time, your sole and exclusive remedy is to cease participating in the Program. Upon any termination of the Program, your right to use and access the Program, and the Company Properties, and to receive Points and Rewards, will terminate. Termination will not prejudice either you or our remedies at law or in equity.

19. GENERAL PROVISIONS

19.1. Entire Agreement. These Terms and Conditions constitute the entire agreement between you and Company and govern your use of the Products or Company Properties superseding any prior agreements between you and Company with respect to the Products or Company Properties (including, without limitation, earlier versions of this Agreement that may have been accepted by you). Any representations, statements, or agreements made or entered into elsewhere, whether directly or indirectly, written, or oral or in advertising are not binding toward Company unless expressly confirmed in writing by Company to you. You may also be subject to additional terms and conditions that may apply when you use or purchase certain other services, affiliate services, third party content, or third party software.

19.2. Choice of Law. The validity, construction, and interpretation of this Agreement and the relationship between You and Company, including the rights and duties of the parties, will be governed by the laws of the State of California in the United States without regard to its conflict of law provisions. This shall not limit the protection afforded to you by provisions that cannot be derogated from by agreement by virtue of applicable law.

19.3. Interpretation. Headings under this Agreement are intended only for convenience and shall not affect the interpretation of this Agreement.

19.4. Waiver and Severability of Terms. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement is held to be invalid, such invalidity shall not affect the remaining provisions, except as otherwise stated.

19.5. Assignment. You may not assign, transfer, or otherwise dispose of your rights and obligations under this Agreement, in whole or in part, without our prior written consent, and any such assignment without such consent will be null and void. Company has the right to transfer, assign or otherwise dispose of these Terms and Conditions without Your consent.

APPENDIX A

ORGANIZATIONAL PERFORMANCE SYSTEMS

PRIVACY POLICY

This policy details how data about you is used when you access our websites and services (together, "OPS") or interact with us. If we update it, we will revise the date, place notices on OPS if changes are material, and/or obtain your consent as required by law.

1. Protecting your privacy

- We take precautions to prevent unauthorized access to or misuse of data about you.
- We do not run rewards, other than those posted by our users.
- We do not share your data with third parties for marketing purposes.
- We do not engage in cross-marketing or link-referral programs.
- We do not employ tracking devices for marketing purposes.
- We do not send you unsolicited communications for marketing purposes.
- We do provide email proxy & relay services to reduce unwanted email.
- We do not respond to "Do Not Track" signals.

2. Data we collect, use, and disclose

Below is a list of all the types of data we may collect, where we get it, why we collect it and the categories of third parties to whom we disclosed it. We do not sell your data to third parties. Please note that disclosure to "Payment processors" applies when you pay for a reward as either the poster or sponsor, using a credit card.

Data type	Where we got it	Why collected	Disclosed to
Names	User entry	Facilitating transactions and personalizing your use of OPS	Users of the system
Email address	User entry	Account creation, user-to-user and OPS-to-user communications and combatting fraud/abuse	No one
Phone number	User entry	User-to-user communications, combatting fraud/abuse, personalizing your use of OPS	Participants, other service providers, payment processors, and phone verification service providers
Mailing or street address	User entry	Account and post creation, OPS communicating with corporate users, facilitating transactions and personalizing your use of OPS	Participants, service providers, and payment processors
Credit card data	User entry	Facilitating your transactions	Payment processors
Photos and other data you voluntarily provide, post on or send via OPS	User entry	Facilitating and personalizing your use of OPS	Other users that may view your profile

Saved searches, account preferences, favorite/hidden postings	User entry	Facilitating and personalizing your use of OPS	No one
HTTP browser cookie	User's browser, OPS web server	Facilitating and personalizing your use of OPS and combatting fraud/abuse	No one
Information about your device and browser such as device ID, browser version, operating system, plugins, geolocation	User's browser, mobile app	Facilitating and personalizing your use of OPS, combatting fraud/abuse, testing, and evaluating user experience	No one
IP address	User's browser, mobile app, IP/geolocation providers	Combatting fraud/abuse	Agencies that help us combat fraud/abuse
Web page views, access times, HTTP headers	User's browser, mobile app	Combatting fraud/abuse	No one

We may share some or all of the above listed data in the following circumstances:

- to respond to subpoenas, search warrants, court orders, or other legal process
- to protect the rights, property, or safety of OPS users; OPS the company and our applications; or the general public
- at your direction (e.g. if you authorize us to share data with other users)
- in connection with a merger, bankruptcy, or sale/transfer of assets

3. Data we store

- We retain data as needed to facilitate and personalize your use of OPS applications, combat fraud/abuse and/or as required by law
- We make good faith efforts to store data securely but can make no guarantees
- You may access and update certain data about you via your account login

4. California Users

To learn more about the California Consumer Privacy Act and how it applies to you, please visit the [California Attorney-General's website](#).

Right to know: You have the right to request that we disclose the data we collect, use and disclose, and other information relating to data we collect about you. See the table above.

Right to delete: You have the right to request the deletion of data that we have collected from you, subject to certain exceptions.

Right to non-discrimination: You have the right not to receive discriminatory treatment for exercising the rights listed above.

You may submit a request to know or delete via info@ops1.com.

Only you or someone you authorize to act on your behalf may make a request to know or delete your data. An authorized agent may make a request on your behalf by providing written permission signed by you.

We will need to confirm your identity before processing your request by asking you to log into your existing account (if you are a registered user) or by asking you for additional information, such as a government issued ID, to confirm your identity against information we have already collected.

5. International Users

By accessing OPS or providing us data, you agree we may use and disclose data we collect as described herein or as communicated to you, transmit it outside your resident jurisdiction, and store it on servers in the United States.

6. Contact

If you have questions about our privacy policy and practices please email info@ops1.com.

APPENDIX B

ENVISION APP REWARD PROVIDER ADDITIONAL TERMS

1. Important information about the program and these additional terms

In addition to the applicable General Terms and Conditions of the Master Subscription Agreement, these additional terms describe our responsibilities, your responsibilities, and how the EnVision Rewards Provider program works. You agree that use of your account or any feature of the Program indicates your acceptance of these Terms.

In this appendix, the following words have special meanings:

(a) "Agreement" means the Master Subscription Agreement and these Additional Terms.

(b) "Reward Provider" means You, a third party merchant, vendor, offeror, or other legal entity that (i) provides products, services, or other offers on the EnVision App on behalf of You or Your Affiliates, (ii) has accepted the Agreement and (iii) uses OPS Redeem or otherwise exercises rights under the Agreement.

(c) "End User" means any Participant that uses or attempts to use the EnVision App or OPS Redeem to obtain, use, or consume a product, service, or other offer from You.

(d) "Rewards" means products, services, and other offers that are made available by You to End Users via the EnVision App.

(e) "Affiliates" means any other corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization or other business entity that You partner with to offer rewards to EnVision App End Users.

(f) "Points" means redeemable points that End Users earn and accumulate for their activities and accomplishments within the EnVision App. Points are accrued and tracked within the EnVision App and may be redeemed for rewards.

(g) "OPS IP" means: (i) the EnVision App including OPS Redeem, Documentation, Marketing Guidelines, OPS Marks, trademarks, service marks, trade dress, logos, taglines, slogans, product names, any other similar intellectual property, registered or unregistered, directly or indirectly owned by or licensed to OPS anywhere in the world now existing or hereafter adopted or acquired, specifications, and all intellectual property rights embodied therein; (ii) any content embodied in or used in connection with EnVision; and (iii) any works of authorship, inventions, discoveries, improvements, methods, processes, formulas, designs, techniques or confidential information conceived, discovered, developed or otherwise acquired by OPS in the course of integrating, customizing, implementing, operating or maintaining EnVision, in each case including any derivative works, improvements, updates, modifications or translations thereof.

(h) "OPS Redeem" means the digital commerce feature which enables You to post rewards and End Users to obtain rewards in the EnVision App.

(i) "OPS Requirements" means the OPS Redeem merchant program requirements, as amended, revised, and updated from time to time, which set forth the rules and requirements applicable to the acceptance of points transactions.

(k) "Merchant Marks" means all trademarks, service marks, trade dress, logos, taglines, slogans, product names, any other similar intellectual property, registered or unregistered, directly or indirectly owned by or licensed to You and Your Affiliates anywhere in the world.

(l) “Personal Data” means any personally identifiable information or any personal financial information relating to an End User including full, partial, or tokenized account numbers or payment device information, email addresses, physical addresses or phone numbers or other personal data.

2. Use Restrictions

(a) When posting Reward offers, You shall not violate the OPS Prohibited Items Policy, Appendix C.

(b) You shall not charge any fees to End Users other than those shown on Your posted Rewards, if any.

(c) For Rewards that include a recurring Transaction, You must (i) obtain the End User’s consent including frequency and duration; (ii) provide the consent upon request; and (iii) cease the charges upon End User cancellation or if Payment Instrument is dishonored.

(d) You shall not induce any End User to violate the terms of their applicable End User terms or service agreements.

(e) You shall not interfere with an End User’s ability to access or use OPS Redeem.

3. Fees Owed to the Company

You will directly pay in a timely manner all fees associated with Your use of OPS Redeem.

4. Security and Data Protection

4.1. You may not use, disclose, or disseminate any Personal Data collected or obtained solely through OPS Redeem, except to the extent necessary to enable You to complete a transaction or provide customer support, resolve disputes, or prevent fraud related to a transaction.

4.2. Prior to Your initiation of an OPS Redeem transaction with an End User, You will:

(a) provide all disclosures to, and obtain all consents from, each End User in accordance with the Documentation and Applicable Laws.

(b) comply with all Applicable Laws regarding privacy and data collection with respect to any collection, use or disclosure of Personal Data.

If an End User ceases to consent or affirmatively revokes consent for collection, use or disclosure of user data, You must promptly cease all such use. For the avoidance of doubt, You will delete Personal Data (including cookie data): (i) immediately, if an End User fails to complete or abandons a transaction; or (ii) after a completed transaction, immediately after the Personal Data is no longer necessary to comply with the requirements of the Agreement. Further, You shall not transmit any Personal Data in connection with Your Websites unless You use encryption to transmit such Personal Data.

4.3. You will not disclose any nonpublic information relating to OPS or its Affiliates, employees, independent contractors, or service providers in connection with this Agreement.

5. Marketing; Publicity

5.1. OPS Marks. OPS grants to You, during the term, a personal, non-exclusive, non-sublicensable, non-transferrable, revocable, royalty free, license to use the OPS Marks solely in accordance with OPS Marketing Guidelines. You shall not use the OPS Marks in such a way as to suggest that OPS endorses or approves of Your products or services. All other rights in and regarding the OPS Marks, whether express or implied, are expressly reserved to OPS. Additionally: (A) You agree that the character and quality of all services You offer in association with the OPS Marks shall comply with the OPS Marketing Guidelines, and that You will conduct Your business and operations associated with the OPS Marks in full compliance with all Applicable Laws and shall do nothing to bring disrepute to or in any manner impair or damage the OPS Marks or the goodwill associated therewith; and (B) OPS

reserves the right to review from time to time web pages, marketing, and promotional materials, or other materials prepared or offered by You bearing the OPS Marks. In the event OPS reasonably determines that any use of the OPS Marks does not materially abide by the OPS Marketing Guidelines or is in violation of Applicable Laws, You agree that You will make the reasonable changes or revisions requested by OPS as soon as practicable.

6. Transaction Verifications. You assume full and sole responsibility for verifying the validity of transactions completed using OPS Redeem prior to the delivery of any goods or services including tracking the number of available rewards in cases where You have set a limit on the total number of rewards available. OPS will not be liable for any unauthorized or fraudulent transactions relating to OPS Redeem or the failure to verify the validity of transactions or evidence their authorization.

APPENDIX C
ORGANIZATIONAL PERFORMANCE SYSTEMS
PROHIBITED ITEMS POLICY

Reward Providers and all other users must comply with all applicable laws, the OPS Terms and Conditions, and all posted site rules.

Here is a partial list of goods, services, and content that are prohibited as rewards or ads on OPS or the App:

- affiliate marketing, network, or multi-level marketing, pyramid schemes
- alcohol or tobacco
- ammunition, clips, cartridges, reloading materials, gunpowder, fireworks, or explosives
- animals and related items including pets; farm animals; animal parts; stud services; endangered, imperiled and/or protected species, and any parts thereof, such as ivory (pet food and toys, OK)
- any good, service, or content that violates the law or legal rights of others
- check cashing services or offers for short term, high interest rate loans
- controlled substances and related items including prescription drugs and medical devices
- counterfeit or pirated items
- exploitation or endangerment of minors; child pornography
- false, misleading, deceptive, or fraudulent content; bait and switch; keyword spam
- food stamps, WIC vouchers, SNAP or WIC goods, governmental assistance
- hazardous materials
- ID cards, licenses, police insignia, government documents, birth certificates, etc.
- lottery or raffle tickets, sweepstakes entries, slot machines, gambling items
- offers, promotions, or links to unsolicited products or services
- offers, solicitation, or facilitation of illegal prostitution, and/or sex trafficking
- postings or email the primary purpose of which is to drive traffic to a website
- property with serial numbers removed/altered, burglary tools, etc.
- tickets or gift cards that restrict transfer
- unpackaged or adulterated food or cosmetics
- US military items not demilitarized in accord with Defense Department policy
- weapons; firearms, guns, and components of any kind, including BB/pellet, stun, spear guns, etc.

Please don't use OPS or our applications for these purposes and let us know of anyone you see doing so (info@ops1.com).

We appreciate your help in keeping OPS a safe and useful place for everyone.

APPENDIX D

ORGANIZATIONAL PERFORMANCE SYSTEMS

ENVISION APP REWARDS, OFFERS, AND SPONSORSHIP FEES

1.0 BASIC USE. The OPS EnVision App has multiple users including end users (Participants), community sponsors, service providers, mentors, and reward providers. Only Participants may redeem rewards.

2.0 REWARDS, OFFERS, AND REWARD SPONSORSHIPS. OPS may charge fees to merchants, vendors, banks, and any other private and public organizations (together “reward sponsors”) for posting rewards, offers, or reward sponsorships (together “rewards”) on the EnVision App.

3.0 FREE TRIAL

When OPS provides services at no cost (“free trial”), We will make one or more Services available to You on a trial basis free of charge until the earlier of (a) Your exceeding a predetermined user limit or (b) the end of the free trial period. Unless otherwise terminated by either party, the end of a free trial period will coincide with the start date of a Purchased Service agreement ordered by You for such Service(s). Additional trial terms and conditions may apply. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA YOU ENTER INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASE UPGRADED SERVICES, OR EXPORT SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD. YOU CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL TO A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL; THEREFORE, IF YOU PURCHASE A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL, YOU MUST EXPORT YOUR DATA BEFORE THE END OF THE TRIAL PERIOD OR YOUR DATA WILL BE PERMANENTLY LOST.

NOTWITHSTANDING SECTION 16 (WARRANTY DISCLAIMER) OF THE TERMS AND CONDITIONS, DURING THE FREE TRIAL THE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY.

4.0 PURCHASED SERVICES

4.1. We shall make OPS Products and Services (together “Purchased Services”) available to You pursuant to this Agreement and the relevant Order Forms and/or click-through agreements. You agree that Your purchases are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

4.2. Reward Posting Fees. At the conclusion of any free trial period, posting fees will apply for rewards posted on the OPS/EnVision rewards page. Fees may be charged for basic posts, proximity enhancements of a basic posts (for display to participants within a certain radius of the reward sponsor location(s)), and featured rewards (which has limited availability on the Rewards home page and on each reward category page).

Additional payment options are available for block reward purchases, sponsors of national or regional rewards, and high volume posters. Please see Appendices E and F.

Reward posting pricing may change at the discretion of OPS, including special offers and promotional rates.

5.0 PAYMENT TYPES. Visa, Discovery, MasterCard are accepted.

6.0 QUESTIONS? Please email info@ops1.com.

APPENDIX E
ORGANIZATIONAL PERFORMANCE SYSTEMS
ENVISION APP HIGH VOLUME ACCOUNT FEATURES

Available account features for national/regional rewards and high volume posters

- Special placement on selected pages (availability to be determined with account lead)
- Special Tiles for displaying multiple rewards
- Multiple authorized users (posters) may be set up on a single account
- Unique pricing options based on size of the buy.
- Pre-purchase blocks of postings—avoid entering credit card information for each posting
- Invoicing (Requires a \$10,000 minimum sponsorship block purchase)

Please Note: Block postings are not required, although we believe they will be very useful in connecting your brand and reward offers to a broader part of the communities you serve.

Application process

1. Send your request to info@ops1.com
2. Setup the posting strategy with an OPS account representative, agree on price, and confirm payment method and details, including invoice timing.
3. Receive invoice electronically and pay first invoice.
4. Account activation.

Timing of account activation

Please expect a normal account activation time of seven (7) days, but please allow up to twenty-one (21) business days (depending on receipt of your payment).

APPENDIX F
ORGANIZATIONAL PERFORMANCE SYSTEMS
REWARD POSTING BLOCK PURCHASES & NATIONAL/REGIONAL ACCOUNTS

About buying blocks of reward postings on the EnVision App

Why buy reward postings in blocks?	Buying reward postings in blocks eliminates the need to use a credit card for each individual posting.
How does it work?	Send an email to info@ops1.com requesting to purchase one or more blocks. Once your account has been approved, you may purchase blocks via an assigned account manager using a credit card or by mail with a check.
Additional information	<ul style="list-style-type: none"> • Separate blocks are required for each area (e.g. "Kansas City, MO") and reward type (e.g. "Food" or "Kid's Stuff"). • Payment for block purchases must be received in advance of the first posting. • 15% discounted rates for prepayment. • Credit card payments may be made with VISA, MasterCard, or American Express. • Block posting balance viewable on your "My Account" page. • Six month time limit for the use of posting blocks. • Reward posts to multiple categories reduce block by the number of categories selected. • Purchased blocks are not subject to subsequent price changes.
Questions?	Email info@ops1.com . Please expect a response within 24 hours.

About National/Regional accounts—Special Tile

What are tiles?	Tiles are links to posted rewards.
What is a Special Tile?	A Special Tile is a branded tile that links a participant to one or more rewards being offered by a national or regional account.
How does it work?	Send an email to info@ops1.com requesting to purchase a Special Tile. Once your account has been approved, you may set up the tile to post as many rewards as you desire. Once your initial setup is complete, contact OPS and we will activate your tile on the date you select (please allow 3 days). You may change the rewards on your tile at any time thereafter.

Additional information	<ul style="list-style-type: none">• Special Tiles may be purchased for specific regions or all regions in which the App is available.• Accounts may place their Special Tile in multiple reward types (e.g. "Food" or "Kid's Stuff").• Special Tile pricing will be as determined between reward sponsor and OPS.• Payment must be received in advance of the first posting.• Data associated with your tile's traffic will be provided via various reports.
Questions?	Email info@ops1.com . Please expect a response within 24 hours.