

Enrollment: These Membership Terms and Conditions form the agreement (the “**Agreement**”) between WeSave Rewards, LLC (“**Company**”) and the person registering as WeSave member (“**Member**”), each a “**Party**” and collectively referred to as the “**Parties**.” Member certifies that he/she is an individual and is eligible for membership. Company reserves the right to prevent access to its loyalty program, its services, and its website from IP addresses outside of the U.S. and Canada.

Membership: Member understands and agrees that by submitting his/her registration, Member is entering into this Agreement to become a “**Member**” of the WeSave Rewards program (“**Program**”) and Network (“**Network**”), which is comprised of members and merchants. Member understands and agrees that there are different types of Membership, each with different features. Membership in the Network (“**Membership**”) shall provide Member with eligibility to receive various discounts, rebates, bonuses, rewards, points, gifts, coupons, cash back, credits and/or other loyalty incentives (collectively, “**Rewards**”) as well as other products, programs, privileges, and services (collectively, “**Benefits**”) based on the type of Membership and the eligible transactions made by Member at various types of merchants (local and online) in the Network (“**Network Merchants**”). Member understands that an integral part of the Membership is its embedded giving structure for charities. Member further understands and agrees that as a condition of Membership, unless he/she opts out of the charitable giving component, a portion from his/her rebates from eligible purchase transactions will be automatically donated to the “**Help Worldwide Foundation**” which will then endeavor to donate it to the charity or charitable cause selected by Member (if Member was permitted to designate a specific charity or cause) during his/her registration process as applicable to the Membership.

Cost and Term(s) of Membership: Member hereby releases Company from any and all claims that he/she may have against Company in connection with (i) any Membership fees paid by Member to any party other than Company, or (ii) in connection with any acts, omissions, representations, or guarantees made by any party other than Company, with respect to Member’s Membership. If Member has any questions about the cost, claims, or benefits of his/her Membership, Member may contact the Company directly at help@wesave.com or by calling **Customer Service at 877-457-2878**. Member understands and agrees that, following a three (3) day right to cancel the Membership, the Membership fee is non-refundable. In the event a Membership is activated, used by the Member to receive Rewards and/or Benefits, and then cancelled within the aforementioned time frame, Company will offset the refunded amount with the value of Rewards and/or Benefits received by Member. Membership is non-transferable and unless it is cancelled or terminated earlier, Membership gives Member the right to the Rewards and Benefits attached to the Membership for an initial period of one (1) year from the date of activation. Membership is deemed fulfilled upon issuance of the Membership, regardless of the Rewards or Benefits received or not received by Member.

Member Information/Relationship to Company/TPP: Company may verify, authenticate, register, forward, assign, license and/or transfer any information contained in or related to Member under this Agreement in accordance with Company’s **Privacy Policy**. Nothing in this Agreement is intended to or shall in any way establish an agency, joint venture, partnership, a franchise, or fiduciary relationship between the Parties and neither Party shall have the right or authority to act for or on behalf of the other Party unless specified herein. Other Network participants include, but are not limited to, the LoyaltyShare Clearinghouse, accredited financial institutions (“**Bank(s)**”) and/or processors, and card fulfillment companies (collectively “**Third Party Provider(s)**” or “**TPP(s)**”). Member agrees that TPPs may be used for more than one purpose, including, but not limited to, tracking of Rewards and tracking of purchase transactions using a unique ID number assigned to Member during the registration process and matched to a personalized WeSave loyalty card (“**Card**”) which shall be delivered to Member following Company approval, depending on the type of Membership for which Member has applied.

Transactions/Charitable Contribution: For purposes of this Agreement, a “**Transaction**” is a purchase made by a Member at a Network Merchant. A “**Qualified Transaction**” is a purchase made by a Member at a Network Merchant that is (i) successfully tracked by Company and undisputed by Member (ii) for which a fee is paid by the Network Merchant to Company (the “**Referral Fee**”) and (iii) is successfully collected and distributed to various Network participants by Company. Company shall provide Member with a password-protected online “**Member**

Dashboard” where he/she can view and manage various reports of the Rewards earned, tracked and successfully collected. If Member fails to notify Company within sixty (60) days following a Transaction made by Member that is not posted or is inaccurately posted on the Member’s Activity Report, then Member shall be deemed to have waived all rights and any Rewards with respect to such Transaction.

Rewards/Benefits/Charitable Giving: Different types of Membership offer different Rewards and features. Membership may offer privileges that provide Member with the eligibility to receive Rewards and Benefits and to support charities at the same time. If included in Member’s Membership, two of the most appealing Rewards are points and cash back from Referral Fees collected from Network Merchants. Member agrees to be bound by the “**Points & Rewards Rules**,” which are posted on Company’s website and are hereby incorporated into and made a part of this Agreement as if fully set forth herein. Company’s Points & Rewards Rules describe how a portion of every Reward from a Referral Fee earned by Member will be automatically donated to a non-profit organization or charitable cause as a stipulation of Membership. This amount is called the “**Charitable Portion**.” During registration, Member may request that his/her Charitable Portion be donated to a specific charity or charitable cause. Company does not guarantee that Member’s requested charity will receive his/her Charitable Portion, only that the Charitable Portion will be donated to a 501(c)(3) charity. If Member does not, or is not permitted to, request a specific charity to receive his/her Charitable Portion, then it will be donated to the Help Worldwide Foundation. Further, Company makes no guarantees as to the tax deductibility of such donation and advises Member to seek a qualified tax specialist for IRS reporting purposes. Member may opt out of the charitable giving component by complying with Company’s instructions found in its Points & Rewards Rules. Company will provide, through the Member Dashboard, an annual accounting of the Charitable Portion given on behalf of Member. Member understands and agrees that the nature of the Rewards and the amount of Rewards offered by Network Merchants and collected and distributed through Company and its TPPs, will vary and may be subject to change at any time without prior notification to Member. Company and/or TPPs are not liable for paying Rewards or Benefits that are uncollected or not collectable from a Network Merchant and/or for any discounts that are not honored by a Network Merchant. Member acknowledges that a Network Merchant may not pay any Rewards for certain products for any reason.

Records and Payments: During the registration process, if payment is required, Member can select a method of payment for his/her Membership, for renewals, for online purchases and for receiving his/her cash back Rewards. If Member elects to utilize his/her bank checking/savings account (“**Designated Account**”) for payments and Reward credits, Member must list his/her bank routing and account number on the Automated Clearing House (“**ACH**”) form in the Member Dashboard where Member’s Rewards and Benefits will also be posted. Point Rewards will be available for redemption in an online points redemption catalog (the “**Points Catalog**”). Cash back Rewards will be posted as “**PENDING**” until a 30-60-day settlement period has passed. Credit for, and access to, certain Rewards are based on and subject to: (i) the undisputed collection of a Referral Fee from a Network Merchant generated by a Qualified Transaction, (ii) a 30-60-day settlement period for cash back Rewards, and (iii) offsetting any applicable Bank and/or TPPs fees. Company reserves the right to select and change the methods available to access cash back Rewards, pending time frames, any threshold amounts that may be applied, and any bank/processing fees for payment of Rewards hereunder. In the event that a Network Participant and/or a TPP disputes the validity of a Transaction and/or the payment of a Reward, Member must be able to document Member’s purchase by either showing Member’s Transaction receipt or any other acceptable proof showing the amount(s) of the Transaction and that the Card was properly swiped or scanned. Member shall hold such documentation for a period of sixty (60) days following each Transaction. If Member is unable to document the validity of the disputed Transaction, the Reward paid as a result of the disputed Transaction will be credited back to the appropriate Network Participant. Any Rewards previously paid on disputed purchases may be collected from future Rewards or debited from Member’s Designated Account, including chargebacks and other associated fees charged by Company and/or TPPs. This provision shall survive the termination of this Agreement. In the event a payment is uncollectible for any reason, Member hereby authorizes Company and/or TPPs to attempt to collect the principal amount due plus any associated fees by resubmitting the returned item to the Bank housing the Designated Account and again attempting to collect the

principal amount due plus any fees resulting from the failed collection attempt, including a fee for insufficient funds (up to the maximum allowed by applicable state law), if applicable.

Term & Termination: A basic Membership shall not expire, but an upgraded Membership shall expire pursuant to the terms hereof. Upon complete payment of the Membership fee, if required, and activation of the Card, Membership is valid for a one (1) year term ("**Term**"). After the initial Term, the Membership shall automatically renew each year for an additional one (1) year Term upon receipt of payment of the renewal fee established by Company until: (i) Member cancels the auto-renewal prior to the end of the Term, or (ii) Member's Membership is terminated by Company. Member's Membership may be suspended or terminated by Company, at its sole discretion, if Member breaches this Agreement or any terms related to Company's applicable "**Program Policies**" (which include, but are not limited to, Company's "**Privacy Policy**" and "**Points & Rewards Rules**"). Member's Membership will be terminated on the annual renewal date if for any reason Company cannot collect the renewal fee from Member. Expiration, cancelation, or termination of this Agreement will release Company and all TPPs from any further obligations hereunder. However, Member shall remain liable for any chargebacks or cash back rewards paid to Member that are subsequently disputed and refunded to a Network Merchant. Member further understands that he/she may still receive some pre-scheduled communications after such cancelation or termination. Member cannot earn Rewards or Benefits after termination. Should Member object to any of the terms and conditions of this Agreement or Program Policies, or become dissatisfied with Company, his/her only recourse is to immediately discontinue participation in the Program, cancel the auto-renewal of his/her Membership and uninstall any software and/or any third-party apps associated with the Program. Company reserves the right to terminate the Membership of any Member who appears to be using his/her Membership in a manner inconsistent with the Program Policies, the intent of this Agreement, or any other Company Program guidelines or rules.

Renewal: Unless cancelled by Member or suspended or terminated by Company in accordance with the terms hereof, Member agrees to allow Company to automatically renew his/her Membership on or shortly before the annual renewal date of said Membership by, at Company's discretion: (i) charging the credit card listed on Member's registration application, (ii) debiting Member's Designated Account, or (iii) by offsetting and retaining up to 100% of any cash back Rewards owed but not yet disbursed to Member, up to an amount equal to the renewal fee. If the Membership Renewal fees are not paid as provided herein, Member's Membership may be immediately terminated at Company's discretion.

Replacement Cards/Additional Cards: In the event that Member's Card is lost, stolen, ceases to work due to ordinary wear and tear or as a result of damage, or otherwise needs to be replaced, there will be a fee to replace the Card (a "**Replacement Fee**"). Each Card issued by Company has an expiration date approximately 3 years from original issuance and must be replaced upon such expiration. At the end of 3 years, Company will automatically send a new Card to Member free of charge upon Membership renewal at the address of record described in Member's Member Dashboard at that time. If Member elects to order a replacement Card prior to its expiration, the Replacement Fee for such Card will be the price, as reasonably determined by Company, charged to Member and separate from and in addition to any Membership fee previously paid by Member for his/her Membership.

Card Deterioration: Member acknowledges that Cards utilize a magnetic strip that allows for the tracking of transactions. Member acknowledges that such magnetic strips function for a limited period of time depending on use and care of Card. Company makes no representations or warranties regarding the useful life of each Card. Any Card that requires replacement during the Term because the magnetic strip has ceased to function shall be subject to the Replacement Fee as described above regardless of the amount of time Member has had it.

Promotions Offered by Network Participants: As a Member, participation in approved promotions offered by Network participants is solely between Member and the Network participant with whom Member engages or corresponds. Unless otherwise provided for herein, Company only acts as a facilitator of the Network through its website and TPPs and therefore assumes no liability, obligation, or responsibility for any part of any such engagement in which Member elects to participate, including without limitation withdrawal or modification of any offer or promotion by a Network participant.

Giveaways and Promotions:

Giveaways and/or promotions are not open to Company employees or members of their immediate family. Giveaways and/or promotions are open to public employees who activate their Company membership prior to the published deadlines for specific giveaways and/or promotions. No purchase is necessary to enter or receive a prize unless specified. All federal, state, and local laws and regulations apply.

Drawings: Using a random number generator, Company winners are randomly selected from a pool of all qualified Members who registered for a particular giveaway and/or promotion. The odds of winning a prize depend upon the number of eligible Members at the time of the selection of potential winners. The number of times a person can win in any given period of time will be decided by Company on a case-by-case basis and/or published in official instructions for specific giveaways and/or promotions.

Winners will be contacted by the email address and/or phone number provided at activation and/or registration. If the winner's email address and/or phone number is no longer valid at the time of award, the prize may be forfeited. Using whatever contact information the winner has provided to Company, every reasonable attempt will be made to contact the winner. Winners may be contacted at their place of work or through their employer.

Claiming Prizes/Releases: Eligibility, age, proof of employment and claim by potential prize winners are subject to verification in acknowledgement, understanding and agreement of Company's rules and regulations. If, at the time of contest entry, the selected entrant has not obtained the age of 18 years old, a parent or guardian's signature may be required on the above mentioned declaration and release form or, based upon applicable law, the parent or guardian may be required to claim the prize.

Winners agree to allow Company to post their name and/or likeness, agency and prize on wesave.com and subsequent marketing materials without compensation or notification. Winners who supply Company with quotes and photos also agree to permit Company to post on wesave.com and subsequent marketing materials without compensation to the winner or further notification.

The winner agrees to accept the prize as offered and releases Company, its owners, agents, officers, employees, successors or assigns, from any and all liability of any kind arising out of the entrant's participation in any contest, receipt and use of the prize and the publication of the winner's name and likeness for marketing purposes.

All taxes, fees, or other charges, if any, are the sole responsibility of the winner. By awarding the prize, Company is relieved and discharged from any liability or damage due in whole or in part to the award, acceptance, possession, use or misuse of any prize or from participation in the contest.

In the event any portion of a Company giveaway and/or promotion is compromised by a computer virus, technical bug, non-authorized human intervention, hackers or other causes beyond the control of Company and its contractors, which is in the sole opinion of Company impairs the administration, security, fairness or proper play of the contest, Company reserves the right, at its sole discretion, to suspend or terminate all or part of the contest. Company is not responsible for any entry that is generated by computer hardware or software malfunction, error or failure, or tamper with or subject to any non-authorized human intervention. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF COMPANY'S GIVEAWAYS AND/OR PROMOTIONS IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, COMPANY RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Fraud: Member understands and agrees that he/she shall not use the Membership or the Card in a fraudulent, malicious, or dishonest manner. If Company and/or Network participants learn of any fraudulent, malicious, or dishonest use of the

Card, Membership, Network, Rewards, or Benefits (collectively, "**Member Misconduct**"), then such parties are authorized to report such use to state and/or federal authorities and may refuse to pay any pending Rewards or Benefits to Member unless such cause is resolved by mutual consent of the parties involved. Member agrees that if he/she engages in Member Misconduct, Company will suffer irreparable harm to its business or assets, and Company shall have the right to immediately terminate this Agreement. Accordingly, Company shall be entitled to seek injunctive relief against Member as necessary along with any other applicable remedies for a breach or threatened breach of this Agreement. By becoming a Member, Member has given Company permission to review his/her account with Network Merchants and other Network participants in cases where Company suspects fraudulent activity.

Disclaimer: COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND INCLUDING, BUT NOT LIMITED TO, ANY EARNINGS, REWARDS, AND/OR BENEFITS OTHER THAN THOSE EXPRESSLY INCLUDED IN THIS AGREEMENT. COMPANY SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, BEYOND THOSE CONTAINED IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. COMPANY DOES NOT WARRANT OR GUARANTEE THAT THE TRACKING, MATCHING, PROCESSING, OR SETTLEMENT OF QUALIFIED TRANSACTIONS AND ASSOCIATED REWARDS AND BENEFITS WILL BE FREE FROM ERRORS, INCLUDING OMISSIONS, INTERRUPTIONS, DELAYS, LOSSES, OR DEFECTS, WHETHER HUMAN OR MECHANICAL. COMPANY DOES NOT WARRANT OR GUARANTEE THE CONTINUATION OF THIS AGREEMENT OR ANY SPECIFIC SERVICE AND/OR PRODUCT BECAUSE OF TERMINATION OF BANKS, PROCESSORS, FINANCIAL INSTITUTIONS, AND/OR ANY OTHER THIRD PARTY PROVIDER.

Indemnification: Member agrees to indemnify and hold Company and TPPs and their owners, directors, managers, officers, employees, representatives, agents, affiliates, successors, attorneys, and permitted assigns harmless from and against any and all liabilities, claims, suits, other legal actions and proceedings, demands, damages, losses, costs and expenses of any kind or nature, including, without limitation, reasonable legal fees and expenses, arising out of or otherwise relating to the failure of a TPP to process the payment of any Rewards or Benefits, or relating to Member's breach or violation of any provision of this Agreement, including but not limited to, any gross negligence, misrepresentation, fraud, or violation of any government laws, regulations, or rules, or from a litigation between Member and a Network Merchant for any reason whatsoever. In addition, Member indemnifies and holds Company harmless against any claim arising from Member's failure to pay for any transaction between Member and a Network Merchant. Member further agrees that if he/she commits fraud, violates any government laws, regulations, or rules, or breaches this Agreement, then Company shall be entitled to recover reasonable attorneys' fees in any legal prosecution or proceedings to enforce its rights under this Agreement.

Customer Service>Returns: Company shall provide customer service contact information on its website and provide customer service on all matters pertaining to the Program and all Network-related programs, products, and services including all Transaction-related questions or disputes. Company will also work directly with Member to settle any disputed Transaction or Reward issues according to the applicable policies and procedures. Returns of products purchased in the Points Catalog are subject to the selling Merchant/manufacturer's guidelines and rules, and Company will help facilitate such returns in accordance with its "**Shipping & Return Policies.**"

Notifications: Member agrees to receive promotion-related communications, including but not limited to newsletters, information pertaining to participating Merchants, Rewards, or new services from Company, TPPs, and/or Network Merchants through the email address and physical address provided. Member may elect to "opt-out" from receiving such communications on his/her Member Dashboard. In addition, Company reserves the right to send messages to Members from time to time which may include Company system updates, flash bulletins, order confirmations, payments, legal notices, administrative announcements, special requests, Membership cards, and other similar messages (collectively, "**Administrative Messages**") and which may be sent via email, regular mail, or

other means (such as push notifications). In accordance with our Privacy Policy, Members can elect to stop receiving promotion-related emails through their Member Dashboard, but cannot unsubscribe from these Administrative Messages while enrolled in the Program. If Member elects at any time to receive a notification by text message and/or email, neither Company nor TPPs nor Network Merchants shall be responsible for the cost of the receipt of text messages charged by Member's mobile carrier to Member nor for the cost of the internet connection used to access Member's email account to read email notifications.

Legal Notices: Member understands and consents to receiving notice from Company and/or TPPs through (i) Member's Member Dashboard; and/or (ii) the email address Member provides. Electronic communications are presumed to be received by Member when sent by Company, whether they are actually received or not. Company and/or TPPs are not responsible for Member's inability to connect to the Internet, receive electronic communications, Company emails being redirected to Member's spam/junk mail folder, or access to Company's website, nor for the cost of the internet connection used to access Member's Member Dashboard and/or email account. Any notice given hereunder shall be in writing and deemed to have been given when deposited in the US Mail or in a registered or certified pre-paid envelope or by Company publication, email to Member, public announcement, or posting on Company's website and binding herein by such notification.

Merchants: Neither Company, TPPs, nor Network participants shall have any obligation to honor Rewards and/or pay Rewards for a purchase generated at a merchant that is not, at time of purchase, an approved Network Merchant in good standing with Company. This shall apply even where a merchant misrepresents itself as a bona fide Network Merchant and/or displays a Help Worldwide Network logo and/or decal on its walk-in or online store.

Limit of Liability: Company shall not be liable in connection with the awarding or redemption of points or cash back Rewards, including but not limited to the failure to award points or cash back. Company's and/or TPP's total liability for loss or damage incurred by Member by or through his/her participation in the Network, (including the loss of any Rewards or Benefits) shall not under any circumstances exceed Forty Dollars and no/100 (\$40.00). Company shall have no liability to Member for: Company's discontinuation or modification of Company's products or services, a Network Merchant's discontinuation or modification of any Rewards offered by such Network Merchant, Company's acceptance of or rejection of this Agreement, or a delay by Company in accepting, rejecting, or processing this Agreement. Company makes no guarantee, representation, or warranty with respect to any potential Rewards or Benefits from Member's participation in the Network. If Company and/or any TPP are unable to perform any of its obligations under this Agreement due to any Event of Force Majeure (as defined below), then: (i) Company's and/or TPP's performance lapses shall be excused, (ii) the time of performance shall be extended, and (iii) any and all claims against Company and/or TPPs shall hereby be considered as waived by Member.

"**Event of Force Majeure**" shall mean an event beyond the control of the party, which prevents it from complying with any of its obligations under this Agreement, including but not limited to: an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); war, hostilities (whether war be declared or not), invasion, act of foreign enemies, insurrection, or civil war; contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; riot, commotion, strikes, go slows, lock outs or disorder; or acts or threats of terrorism.

Program Changes & Notifications: Member may not change or alter any term or condition of this Agreement without Company's prior written consent. These terms may be modified from time to time by Company and/or TPP who may change, suspend, or discontinue any Reward, Benefit, aspect or feature of the Network, or any term or condition of this Agreement at any time, without prior notice or liability.

Disputes: If any dispute relating to this Agreement, or the breach hereof, cannot be settled through a private negotiation conducted in good faith, the Parties agree to settle by an arbitration administered by the American Arbitration Association and such settlement shall be considered irrevocable and binding. Arbitration shall be conducted within the County of Los Angeles, State of California and the arbitrators shall apply the substantive laws of the State of California. Each Party to the arbitration shall pay its pro rata share of the expenses and fees of the arbitration

together with other expenses incurred or approved by the arbitrators subject to reallocation and/or award of costs and fees upon conclusion of the controversy. The decision of the arbitrator(s) shall be final, conclusive and binding upon all Parties. The decision of the arbitrator(s) may be entered as a judgment and shall be enforceable by any court having jurisdiction over the Party against whom enforcement is sought. Arbitration shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to claims between Member and Company alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

EACH PARTY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

Entire Agreement & Assignment: This Agreement, along with the applicable Program Policies, constitutes the entire understanding between the Parties regarding Member's participation in the Network and is expressly intended to supersede any prior oral or written promises, representations, guarantees, or agreements related to Membership, including without limitation, any promises, representations, guarantees, or agreements related to Membership made by any party other than Company, and to deprive them of any further force and effect. Should any provision of this Agreement conflict with any applicable state law or be held null, void or otherwise ineffective or invalid by a court of competent jurisdiction, such provision shall be automatically restated to reflect the original intentions of Parties in accordance with state laws and the remaining terms of this Agreement will remain in full force and effect. Member understands and agrees that (i) Company may freely assign, sell or transfer any of its right or obligations aforementioned to any assignee, and (ii) Member shall not be authorized to assign, sell or transfer any of his/her rights or obligations without the prior express written authorization of Company. The headings in this Agreement are included for convenience only.

Nature of Obligations and Waivers: Under this Agreement, all rights, powers, performance obligations, and privileges of the Parties are separate, cumulative, and can be exercised at the same time or successively. Waiver by either Party of any breach of any term of this Agreement or failure to insist upon strict compliance with any provision of this Agreement shall not operate or be construed as a continuing waiver of such provision or constitute a waiver of any other provisions.

Survival: All terms and obligations set forth in this Agreement which either expressly or by their nature (including this section) survive the termination, cancellation, or expiration of this Agreement, if necessary for the completion of the obligations of this Agreement shall continue in full force and effect beyond such termination, cancellation, or expiration until such time as they are satisfied and completed or by their nature expire.