

Terms of Service

Effective: 9/17/2024

The website located at www.vitalcard.com (the “Site”) is a copyrighted work belonging to Vital Card (“Company”, “us”, “our”, and “we”). Certain features of the Site may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms. These Terms of Use (“Terms”) set forth the legally binding terms and conditions that govern your use of the Site. By accessing or using the Site, you are accepting these Terms. If you do not wish to be bound by these Terms, do not access or use the Site. These Terms may change from time to time, so please check back periodically to ensure that you are aware of any changes. If we make a material change to these Terms, we will notify you by posting the change on our Site or in these Terms and, if necessary, give you additional choices regarding such change. Your continued use of our Site will signify your acceptance of these changes.

ACCOUNTS

Account Creation. In order to use certain features of the Site, you must register for an account (“Account”) and provide certain information about yourself as prompted by the account registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information. You may delete your Account at any time, for any reason, by following the instructions on the Site. Company may suspend or terminate your Account at their discretion.

ACCOUNT RESPONSIBILITIES

You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify Company of any unauthorized use or suspected unauthorized use of your Account or any other breach of security. Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

ACCESS TO THE SITE

License. Subject to these Terms, Company grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Site solely for your own personal, noncommercial use. **Certain Restrictions.** The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site, whether in whole or in part, or any content displayed on the Site; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; (c) you shall not access the Site in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Site shall be subject to these Terms. All copyright and other proprietary notices on the Site (or on any content displayed on the Site) must be retained on all copies thereof. **Modification.** Company

reserves the right, at any time, to modify, suspend, or discontinue the Site (in whole or in part) with or without notice to you. You agree that Company will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Site or any part thereof.

Ownership. You acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Site and its content are owned by Company or Company's suppliers. Neither these Terms (nor your access to the Site) transfers to you or any third party any rights, title or interest in or to such intellectual property rights. Company and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

Indemnification. You agree to indemnify and hold Company (and its officers, directors, equity holders, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Site, (b) your violation of these Terms or (c) your violation of applicable laws or regulations. Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

PRIVACY POLICY

All privacy related provisions as to this Site can be found by clicking [here](#) and are incorporated herein by reference. You may be asked to set up an account and password in order to access some of the offerings on the Site as they become available. As part of this process, certain personal information may be requested from you ("Registration Info"). If Registration Info is sought and provided, you will have the ability to maintain and periodically update your Registration Info as you see fit. By registering, you agree that all information provided by you as Registration Info is true and accurate and that you will maintain and update this information as required in order to keep it current, complete and accurate. If you register for an account on the Site, you agree that you are responsible for maintaining the security and confidentiality of your password, and that you are fully responsible for all activities or charges that are incurred under your account. Therefore, you must take reasonable steps to ensure that others do not gain access to your password and account. Our employees will never ask you for your password

LICENSE TO CONTENT POSTED BY YOU ON THE SITE

You are solely responsible for the Content (as defined below) in that you publish or display (hereinafter, "post") on the Site, or transmit to other users. You understand and agree that the Company may review and delete any content, messages, or blog posts (collectively, "Content"), in each case in whole or in part, that in the sole judgment of the Company violate this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users. You agree not to submit to us or through this Site any materials, including, but not limited to, any Content, that (a) infringe any copyright or other proprietary rights of any other party, or (b) contain any defamatory or libelous statements, (c) invade any

person's privacy, (d) harasses or threatens the safety of any person, (e) is racially, culturally, or ethnically offensive or hateful, (f) displays pornographic or sexually explicit material of any kind, (g) includes material that exploits people under the age of 18 in a sexual or violent manner or is intended to solicit personal information from anyone under 18, (h) violates these Terms, (i) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy or providing or creating computer viruses, (j) solicits passwords or personally-identifying information for commercial or unlawful purposes from other users, or (k) otherwise violates any federal, state, local or foreign laws or regulations. The Company reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending communication from the Site.

You further agree not to or permit any other person to:

transmit, distribute or upload programs or material that contain malicious code, including, but not limited to viruses, time bombs, cancelbots, worms, Trojan horses, Easter eggs, spyware, or other potentially harmful programs or other materials or information; send or enable the transmission of junk email, duplicative or unsolicited messages, or so-called "spamming" or "phishing"; disrupt, impair, alter or otherwise interfere with the functions, features, Company Content or user Content or use of this Site; violate any laws, regulations, judicial or governmental order, any treaties, or violate or infringe upon any intellectual property rights, rights of publicity or privacy, or any other rights of ours or of any third party; gain unauthorized access to this Site; copy, transfer or use any names, photos, links, text, data or other content belonging to or posted by us or other users for the purpose of selling, engaging in, marketing or promoting any other product or service; and/or improperly display any TCP/IP packet header or part of the header information in any email or other postings. You hereby grant, and you represent and warrant that you have the right to grant, to the Company, its affiliates, licensees and successors, an irrevocable, perpetual, royalty-free, sub-licensable, transferable, non-exclusive, fully-paid, worldwide license in and to the copyright, trademark, or other intellectual property rights in the Content, in any and all media now known or hereafter devised, for use by the Company in any manner whatsoever, including for commercial purposes, in the Company's sole discretion. You further represent and warrant that public posting and use of your posted Content by the Company does not infringe or otherwise violate the rights of any third-party. You further represent and warrant that public posting and use of your posted Content by the Company does not violate any law or judicial or governmental order.

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If you believe that this Site contains text, images, or other elements that infringe your copyrights in your work, please contact us immediately. In order to comply with Title 17, United States Code, Section 512(c)(3)(A), the Notification of Claimed Infringement must include the following: An electronic or physical signature of the copyright owner or of the person authorized to act on behalf of the copyright owner of the copyrighted work(s); Identification of the copyrighted work(s) that you or the copyright owner claim has been infringed; A description

of the material that you or the copyright owner claim is infringing, and the location where the original or an authorized copy of the copyrighted work exists (for example, the URL of the page as to this Site where it is lawfully posted); A clear description of where the infringing material is located on our Site, including as applicable its URL, so that we can locate the material; Your name, address, telephone number, and e-mail address; A statement that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

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Third-Party Links & Ads. The Site may contain links to third-party websites and services, and/or display advertisements for third parties (collectively, "Third-Party Links & Ads"). Such Third-Party Links & Ads are not under the control of Company, and Company is not responsible for any Third-Party Links & Ads. Company provides access to these Third-Party Links & Ads only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. You use all Third-Party Links & Ads at your own risk and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links & Ads.

Other Users. Your interactions with other Site users are solely between you and such users. You agree that Company will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Site user, we are under no obligation to become involved.

Release. You hereby release and forever discharge the Company (and our officers, directors, equity holders, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site (including any interactions with, or act or omission of, other Site users or any Third-Party Links & Ads). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

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GENERAL

Changes. These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on our Site. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Continued use of our Site following notice of such changes shall indicate your acknowledgment of such changes and agreement to be bound by the terms and conditions of such changes. Export. The Site may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Company, or any products utilizing such data, in violation of the

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Contact Information: support@vitalcard.com

MOBILE TERMS OF SERVICE

Vital Card mobile message service (the "Service") offered through Vital Card ("Vital Card", "we", or "us") is provided by third-party Braze. Your use of the Service constitutes your agreement to these terms and conditions ("Mobile Terms"). We may modify or cancel the Service or any of its features without notice. To the extent permitted by applicable law, we may also modify these Mobile Terms at any time and your continued use of the Service following the effective date of any such changes shall constitute your acceptance of such changes. These Mobile Terms may also be revised by changes to the Braze platform.

By consenting to the Service, you agree to receive recurring SMS/text messages from and on behalf of Vital Card through your wireless provider to the mobile number you provided. If your mobile number is registered on any state or federal Do Not Call list, but you then opt-in to our Service, then you are agreeing to receive text messages and supersede your prior decision to be placed on the Do Not Call list. Text messages may be sent using an automatic telephone dialing system or other technology. Service-related messages may include updates, alerts, and information (e.g., order updates, account alerts, etc.). Promotional messages may include promotions, specials, and other marketing offers (e.g., cart reminders).

You understand that you do not have to sign up for this program in order to make any purchases, and your consent is not a condition of any purchase with Vital Card. Your participation in this program is completely voluntary.

We do not charge for the Service, but you are responsible for all charges and fees associated with text messaging imposed by your wireless provider. Message frequency varies. Message and data rates may apply. Check your mobile plan and contact your wireless provider for details. You are solely responsible for all charges related to SMS/text messages, including charges from your wireless provider.

You may opt-out of the Service at any time. Text the single keyword command STOP to (646) 798-1696 or click the unsubscribe link (where available) in any text message to cancel. You'll receive a one-time opt-out confirmation text message. No further messages will be sent to your mobile device, unless initiated by you. If you have subscribed to other Vital Card mobile message programs and wish to cancel, except where applicable law requires otherwise, you will need to opt out separately from those programs by following the instructions provided in their respective mobile terms.

For Service support or assistance, text HELP to (646) 798-1696 or email support@vitalcard.com.

We may change any short code or telephone number we use to operate the Service at any time and will notify you of these changes. You acknowledge that any messages, including any STOP or HELP requests, you send to a short code or telephone number we have changed may not be received and we will not be responsible for honoring requests made in such messages.

The wireless carriers supported by the Service are not liable for delayed or undelivered messages. You agree to provide us with a valid mobile number. If you get a new mobile number, you will need to sign up for the program with your new number.

To the extent permitted by applicable law, you agree that we will not be liable for failed, delayed, or misdirected delivery of any information sent through the Service, any errors in such information, and/or any action you may or may not take in reliance on the information or Service.

We respect your right to privacy. To see how we collect and use your personal information, please see our Privacy Notice. <https://www.vitalcard.com/assets/privacy-policy.html>