

End-User License Agreement (“EULA”) for iPhone/iTouch/iPad App

This End-User License Agreement (the “EULA” or “Agreement”) governs Your use of the “TabbedOut” software (“Software”) provided by ATX Innovation, Inc. (the “Company”) designed to operate on your iPhone, iTouch or iPad device. This EULA governs only that Software which may operate on an iPhone, iTouch or iPad device, or other computing device marketed or manufactured by Apple, Inc. (your “Apple Computing Device”).

Your use of the Software constitutes your acceptance of the terms of this Agreement, which may be amended from time to time by the Company. The most recent version of this Agreement shall always be available on the Internet at <http://www.TabbedOut.com> and the most recent version shall supersede any and all other versions of this Agreement. Company reserves the right to change or modify this Agreement or any other Company policies related to use of the Software at any time and at its sole discretion by posting revisions on the Internet at <http://www.TabbedOut.com>. Continued use of the Software following the posting of these changes or modifications will constitute acceptance of such changes or modifications.

1. **Acknowledgement.** Company and You, the end-user of the Software, acknowledge that the Agreement is entered into by and between Company and You and not with Apple, Inc. Notwithstanding the foregoing, You acknowledge that Apple, Inc. and its subsidiaries are third-party beneficiaries of this Agreement and that Apple, Inc. has the right (and is deemed to have accepted the right) to enforce this Agreement. The Company is solely responsible for the Software and any content contained therein. You acknowledge that Apple, Inc. has no obligation whatsoever to furnish any maintenance and support services with respect to the Software. You acknowledge that you have reviewed the App Store Terms and Conditions (located online at <http://www.apple.com/legal/itunes/us/terms.html#APPS>). You represent and warrant that (i) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) You are not listed on any U.S. Government “watch list” of prohibited or restricted parties, including the Specially Designated Nationals list published by the Office of Foreign Assets Control of the U.S. Treasury or the Denied Persons List published by the U.S. Department of Commerce.

2. **Incorporation of Apple, Inc.’s Licensed Application End User License Agreement.** This Agreement incorporates by reference the Licensed Application End User License Agreement (the “LAEULA”) published by Apple, Inc. (located online at <http://www.apple.com/legal/itunes/appstore/dev/stdeula/>). For purposes of this Agreement, the “Software” is considered the “Licensed Application” as defined in the LAEULA and “Company” is considered the “Application Provider” as defined in the LAEULA. If any terms of this Agreement conflict with the terms of the LAEULA, the terms of this Agreement shall control.

3. **Allowable Uses of the Software.** Any use of the Software in any manner not allowed under this Agreement or the LAEULA, including, without limitation, resale, transfer, modification or distribution of the Software or copying or distribution of text, pictures, music, barcodes, video, data, hyperlinks, displays and other content provided by the Software is prohibited. This Agreement does not entitle You to receive and does not obligate Company to provide hard-copy documentation, support, telephone assistance, or enhancements or updates to the Software.

4. **Limitation of Liability.** TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, (A) IN NO EVENT SHALL COMPANY BE LIABLE TO YOU WITH RESPECT TO USE OF THE SOFTWARE; AND (B) IN NO EVENT SHALL COMPANY BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OR CORRUPTION OF DATA OR FAILURE OR MALFUNCTION OF YOUR APPLE COMPUTING DEVICE. YOUR SOLE REMEDY UNDER THIS AGREEMENT IS TO CEASE USE OF THE SOFTWARE. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

5. **Your Information.** The Software may require transmission of information provided by You including usernames/passwords, your name, address, e-mail addresses and financial information, including Your credit card information (collectively “Your Information”) in order settle, pay for or “close-out” a cheque, bill, tab or

owed payment in a third-party establishment. You consent to the transmission of Your Information to Company and its agents, including any payment processor, to process Your Information as may be necessary for the Software to perform its functions or to settle, pay for or “close-out” a cheque, bill, tab or owed payment in a third-party establishment. You acknowledge that Your Information will be stored by the Software in your Apple Computing Device in an encrypted format. Company makes no warranty that a third party cannot decrypt Your Information should a third party come into possession of Your Apple Computing Device. Company suggests and requests that You use all security features of Your Apple Computing Device, including the “Passcode Lock” function, to protect Your Apple Computing Device and the confidentiality of Your Information. Should You lose Your Apple Computing Device, or reasonably conclude that another person may access or have accessed Your Information on Your Apple Computing Device, You should immediately contact the credit card association or bank which issued the credit card whose information is stored on Your Apple Computing Device. For further information on how the Company protects Your Information, read the Privacy Statement, which is incorporated into this Agreement by reference. The newest version of the Privacy Statement is available on the Company’s website at <http://www.TabbedOut.com>.

6. Acceptable Use. Use of the Software and any of Your Information transmitted in connection with the Software is limited to the functionality of the Software. In no event may the Software be used in a manner that (a) harasses, abuses, threatens, defames or otherwise infringes or violates the rights of any other party; (b) is unlawful, fraudulent or deceptive; (c) uses technology or other means to access Company’s proprietary information that is not authorized by Company; (d) uses or launches any automated system to access Company’s website or computer systems; (e) attempts to introduce viruses or any other malicious computer code that interrupts, destroys or limits the functionality of any computer software, hardware or telecommunications equipment; (f) attempts to gain unauthorized access to Company’s computer network or user accounts; (g) encourages conduct that would constitute a criminal offense, or would give rise to civil liability; (h) violates this Agreement. Company reserves the right, in its sole discretion, to terminate this Agreement, request that You remove the Software from Your Apple Computing Device for any reason, including but not limited to Company’s reasonable conclusion that You have violated this Agreement.

7. Your Tab in a Third-Party Establishment. You acknowledge that, should You use the Software to settle, pay for or “close-out” a cheque, bill, tab or owed payment in a third-party establishment (including but not limited to a restaurant or tavern), the minimum tip or gratuity which You may include is determined by the restaurant or bar. Any third-party establishment which you frequent and which allows you to use the Software to settle, pay for or “close-out” a cheque, bill, tab or owed payment retains the right to settle your owed payment should You fail to properly settle Your owed payment either as a result of Your failure to use the Software to pay for the owed payment or as a result of the Software to fail to properly pay such owed payment. Any restaurant or tavern that allows to use the Software to pay for or “close-out” any outstanding cheque, bill, tab or owed payment retains the right to request that you authorize such payment by other means including, but not limited to, signing a printed receipt, prior to delivering a final cheque, bill or tab to you. You acknowledge that, should you dispute any charge that appears on your credit or debit card statement related to your use of the Software to pay for a cheque, bill, tab or owed payment in a third-party establishment, any chargeback for such charge shall apply to such third-party establishment and that Company shall not be liable to You according to Section 4 of this Agreement.

8. Electronic Signature. You acknowledge and agree that Your use of the Software shall involve you providing an “electronic signature” indicating Your desire to use the Software to pay for any cheque, bill, tab or owed payment. Such “electronic signature” shall include Your pressing buttons on the screen of Your Apple Computing Device. Your “electronic signature” indicates Your acceptance of any cheque, bill, tab or owed payment presented to you by an establishment and that You agree to settle, pay for or “close out” any such any cheque, bill, tab or owed payment using the payment functionality of the Software.

9. Indemnification. You agree to defend, indemnify, and hold harmless Company and its employees, contractors, officers, and directors from any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, expenses (including attorney’s fees) that arise from Your use or misuse of the Software, violation of this Agreement or violation of any rights of a third party. Company reserves the right to assume the exclusive

defense and control of any matter otherwise subject to indemnification by You, in which event You will cooperate in asserting any available defenses.

10. Intellectual Property Rights. You and Company acknowledge that, in the event of any third party claim that the Software or Your use of the Software infringes any third party's intellectual property rights, Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. Should the Software be found to infringe any intellectual property rights of a third party, Your sole remedy shall be either to cease using the Software or to use a non-infringing version of the Software should Company choose to provide you with such a non-infringing version.

11. Product Claims. You acknowledge that Company, not Apple, Inc., is responsible for addressing any claims of the end-user or any third party relating to the Software or Your possession and/or use of the Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

12. Contact Information. Should You wish to contact the Company with any questions, complaints or claims with respect to the Software, you should visit the Company's website at www.TabbedOut.com or email support@tabbedout.com.

13. Proprietary Nature of Software and Marks. The Company owns the Software and any and all trademarks, service marks and other content included in the Software. The Software may use trademarks, service marks or other content in connection with the services it provides and such trademarks, service marks or other content remains at all times the property of its respective owner. You have no right or license with respect to any trademarks, service marks and other content owned by Company or any third party that is visible on or provided to You through the Software.

14. Governing Law. The laws of the State of Texas, excluding its conflicts of law rules, govern this Agreement and Your use of the Software. Any action arising under this Agreement or use of the Software shall be judged in the courts of Travis County, Texas.

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End-User License Agreement (“EULA”) for Android Application

This End-User License Agreement (the “EULA” or “Agreement”) governs Your use of the “TabbedOut” software (“Software”) provided by ATX Innovation, Inc. (the “Company”) designed to operate on Your device powered by the Android operating system provided by Google, Inc. (“Google”). This EULA governs only that Software which operates on a device using the Android operating system.

Your use of the Software constitutes your acceptance of the terms of this Agreement, which may be amended from time to time by the Company. The most recent version of this Agreement shall always be available on the Internet at <http://www.TabbedOut.com> and the most recent version shall supersede any and all other versions of this Agreement. Company reserves the right to change or modify this Agreement or any other Company policies related to use of the Software at any time and at its sole discretion by posting revisions on the Internet at <http://www.TabbedOut.com>. Continued use of the Software following the posting of these changes or modifications will constitute acceptance of such changes or modifications.

1. **Acknowledgement.** Company and You, the end-user of the Software, acknowledge that the Agreement is entered into by and between Company and You. The Company is solely responsible for the Software and any content contained therein. Should You have downloaded the Software from the Google Android Market located online at <http://www.android.com/market/>. You acknowledge that you have reviewed the Android Market Terms of Service (located online at <http://www.google.com/mobile/android/market-tos.html>) and the Android Market Business and Program Policies (located online at <http://www.google.com/mobile/android/market-policies.html>). You represent and warrant that (i) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) You are not listed on any U.S. Government “watch list” of prohibited or restricted parties, including the Specially Designated Nationals list published by the Office of Foreign Assets Control of the U.S. Treasury or the Denied Persons List published by the U.S. Department of Commerce.

2. **Allowable Uses of the Software.** Any use of the Software in any manner not allowed under this Agreement including, without limitation, resale, transfer, modification or distribution of the Software or copying or distribution of text, pictures, music, barcodes, video, data, hyperlinks, displays and other content provided by the Software is prohibited. This Agreement does not entitle You to receive and does not obligate Company to provide hard-copy documentation, support, telephone assistance, or enhancements or updates to the Software.

3. **License.** Company grants You a non-exclusive, non-transferable license to use the Software on your mobile phone. You may not use the Software on any mobile phone or other computing device you do not own. You may not sublicense, sell, distribute or make the Software available over a computer network. You may not decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Software or any updates to the Software. Any attempt to do so is a breach of this Agreement. The terms of this Agreement govern any upgrades to the Software, unless such upgrade is accompanied by a separate agreement.

4. **Limitation of Liability.** TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, (A) IN NO EVENT SHALL COMPANY BE LIABLE TO YOU WITH RESPECT TO USE OF THE SOFTWARE; AND (B) IN NO EVENT SHALL COMPANY BE LIABLE TO YOU FOR ANY PERSONAL INJURY OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ANY OTHER COMMERCIAL OR PERSONAL DAMAGES OR LOSSES, LOSS OR CORRUPTION OF DATA OR FAILURE OR MALFUNCTION OF YOUR MOBILE PHONE. COMPANY SHALL NOT BE LIABLE TO YOU EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. COMPANY SHALL NOT BE LIABLE TO YOU REGARDLESS OF THE THEORY OF LIABILITY WHETHER BASED IN CONTRACT, IN TORT OR OTHERWISE. YOUR SOLE REMEDY UNDER THIS AGREEMENT IS TO CEASE USE OF THE SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS

LIMITATION MAY NOT APPLY TO YOU. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

5. No Warranty. THE SOFTWARE AND ANY SERVICES PERFORMED OR PROVIDED BY THE SOFTWARE ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. COMPANY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE AND ANY SERVICES PERFORMED OR PROVIDED BY THE SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. COMPANY DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE IS AT YOUR SOLE RISK.

6. Your Information. The Software may require transmission of information provided by You including usernames/passwords, data related to Your mobile phone (including its operating system, phone number and unique identifiers), Your name, address, e-mail addresses and financial information, including Your credit card information (collectively "Your Information") in order settle, pay for or "close-out" a cheque, bill, tab or owed payment in a third-party establishment. You consent to the transmission of Your Information to Company and its agents, including any payment processor, to process Your Information as may be necessary for the Software to perform its functions or to settle, pay for or "close-out" a cheque, bill, tab or owed payment in a third-party establishment. You acknowledge that Your Information will be stored by the Software in your mobile phone in an encrypted format. Company makes no warranty that a third party cannot decrypt Your Information should a third party come into possession of Your mobile phone. Company suggests and requests that You use all security features of Your mobile phone, including any password or locking function, to protect Your mobile phone and the confidentiality of Your Information. Should You lose Your mobile phone, or reasonably conclude that another person may access or have accessed Your Information on Your mobile phone, You should immediately contact the credit card association or bank which issued the credit card whose information is stored on Your mobile phone. For further information on how the Company protects Your Information, read the Privacy Statement, which is incorporated into this Agreement by reference. The newest version of the Privacy Statement is available on the Company's website at <http://www.TabbedOut.com>.

7. Acceptable Use. Use of the Software and any of Your Information transmitted in connection with the Software is limited to the functionality of the Software. In no event may the Software be used in a manner that (a) harasses, abuses, threatens, defames or otherwise infringes or violates the rights of any other party; (b) is unlawful, fraudulent or deceptive; (c) uses technology or other means to access Company's proprietary information that is not authorized by Company; (d) uses or launches any automated system to access Company's website or computer systems; (e) attempts to introduce viruses or any other malicious computer code that interrupts, destroys or limits the functionality of any computer software, hardware or telecommunications equipment; (f) attempts to gain unauthorized access to Company's computer network or user accounts; (g) encourages conduct that would constitute a criminal offense, or would give rise to civil liability; (h) violates this Agreement. Company reserves the right, in its sole discretion, to terminate this Agreement, request that You remove the Software from Your mobile phone for any reason, including but not limited to Company's reasonable conclusion that You have violated this Agreement.

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the Software to pay for the owed payment or as a result of the Software to fail to properly pay such owed payment. Any restaurant or tavern that allows to use the Software to pay for or “close-out” any outstanding cheque, bill, tab or owed payment retains the right to request that you authorize such payment by other means including, but not limited to, signing a printed receipt, prior to delivering a final cheque, bill or tab to you. You acknowledge that, should you dispute any charge that appears on your credit or debit card statement related to your use of the Software to pay for a cheque, bill, tab or owed payment in a third-party establishment, any chargeback for such charge shall apply to such third-party establishment and that Company shall not be liable to You according to Section 4 of this Agreement.

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10. Indemnification. You agree to defend, indemnify, and hold harmless Company and its employees, contractors, officers, and directors from any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, expenses (including attorney's fees) that arise from Your use or misuse of the Software, violation of this Agreement or violation of any rights of a third party. Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will cooperate in asserting any available defenses.

11. Intellectual Property Rights. You and Company acknowledge that, in the event of any third party claim that the Software or Your use of the Software infringes any third party's intellectual property rights, Company will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. Should the Software be found to infringe any intellectual property rights of a third party, Your sole remedy shall be either to cease using the Software or to use a non-infringing version of the Software should Company choose to provide you with such a non-infringing version.

12. Product Claims. You acknowledge that Company is responsible for addressing any claims of the end-user or any third party relating to the Software or Your possession and/or use of the Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

13. Termination. This Agreement is effective until terminated by You or Company. You may terminate this Agreement by ceasing to use the Software and deleting it from your mobile phone. This Agreement will terminate automatically without notice from Company if You fail to comply with any term(s) of this Agreement. Upon termination of the Agreement, You shall cease all use of the Software, and destroy all copies, full or partial, of the Software.

14. Contact Information. Should You wish to contact the Company with any questions, complaints or claims with respect to the Software, you should visit the Company's website at www.TabbedOut.com or email support@tabbedout.com.

15. Proprietary Nature of Software and Marks. The Company owns the Software and any and all trademarks, service marks and other content included in the Software. The Software may use trademarks, service marks or other content in connection with the services it provides and such trademarks, service marks or other content remains at all times the property of its respective owner. You have no right or license with respect to any trademarks, service marks and other content owned by Company or any third party that is visible on or provided to You through the Software.

16. Third Party Materials and Links. The Software may display or make available content, data, information, services, software or materials from third parties (“Third Party Materials”) or provide links to certain third party web sites (“Third Party Links”). If You use Third Party Materials or Third Party Links, You acknowledge

that Company is not responsible for examining or evaluating the content, accuracy, validity, legality or any other aspect of such Third Party Materials or Third Party Links. Company does not warrant, guarantee or endorse any Third Party Materials or Third Party Links and will not have any liability to You for any Third Party Materials or Third Party Links or to any other party for Your misuse or use of Third Party Materials or Third Party Links. Location data provided by any Third Party Materials or Third Party Links is for informational purposes only and should not be relied upon in situations where precise location information is needed or where inaccurate location data may lead to personal injury or other damages. You agree that Third Party Materials and Third Party Links contain proprietary content and information that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that You will not use such proprietary content, information or materials in any way whatsoever except for the permitted use of such Third Party Materials or Third Party Links. You agree not to use any Third Party Materials or Third Party Links in any manner that would be a breach of, or reasonably construed as a breach of, the terms of this Agreement. Company reserves the right to change, suspend, remove, modify access to or disable access to any Third Party Materials or Third Party Links at any time without notice.

17. No Export. You may not export or re-export the Software, including any export (a) into any countries subject to an embargo by the United States or (b) to any person on the Specially Designated Nationals list published by the Office of Foreign Assets Control of the U.S. Treasury or the Denied Persons List and Entity List published by the U.S. Department of Commerce.

18. Governing Law. The laws of the State of Texas, excluding its conflicts of law rules, govern this Agreement and Your use of the Software. Any action arising under this Agreement or use of the Software shall be judged in the courts of Travis County, Texas.

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Privacy Statement

This Privacy Statement is part of the End User License Agreement (the "Agreement") governing the use of the "TabbedOut" software (the "Software") which may operate on any type of computing device and applies to Your use of the Software and the www.TabbedOut.com website (the "Website"). You must be of legal age (over eighteen years of age in the United States) to use the Software. ATX Innovation, Inc. (the "Company") recognizes that privacy is important and our goal is to protect Your private information.

1) Information the Company Collects and How We Use It.

a) The Software requires You to enter Your name, credit card number, credit card expiration date and billing zip code so that the Software may provide this information to merchant establishments which allow You to pay for outstanding bills, cheques and tabs using the Software. The Company considers this information to be Your "Personally Identifiable Information" and, excepting the transfer of Personally Identifiable Information to the merchant's point of sale system, the Company will not share Your Personally Identifiable Information with anyone. Your Personally Identifiable Information is stored by the Software in an encrypted format on Your mobile communications device. Your Personally Identifiable Information will be transmitted in an encrypted form to the merchant's point of sale system and the Company will not decrypt or store Your Personally Identifiable Information during this transmission.

b) You will be required to submit an email address so that You can use all of the features of the Software, including receiving a receipt of bills, cheques and tabs paid using the Software. The Company considers Your email address to be part of Your private information and will protect it accordingly.

c) The Company may use cookies, which are small data files containing a string of characters and which are stored on Your computer, to improve Your experience with the Website. If You set Your browser not to accept cookies, Your experience of the Program's Website might be different.

d) Should You email the Company with questions, complaints or comments, the Company may retain such email communications. The Company will protect such email communications as Your private information and will not disclose any contents of the email communications unless as described in this Privacy Statement or upon Your written permission.

e) We may present advertising links or links to Third Party Websites on the Website or in the Software. This Privacy Statement only applies to the Program's Website. It does not govern the use of any Third party Website. If You believe You have an issue or complaint with an operator of a Third Party Website then You should contact such operator directly.

f) When You access the Website, the Website might record information sent by Your browser, including IP addresses of the computer You use, the kind of browser You use, and cookie information. The Company may use this information to improve users' experience with the Website or to identify persons who may violate this Privacy Statement or the Agreement.

g) The Company only processes information submitted to the Company, through the Software or to the Website for the purposes described in this Privacy Statement or in the Agreement. These purposes include: performing functions to pay for outstanding bills, cheques and tabs; to improve the Company's advertising efforts; research and analysis to improve the Software and Website and the services offered through the Software and Website; ensuring the proper functioning of the Software and the Website; developing new services or content for the Software and Website; and protecting Your rights and the rights of other users of the Software and Website.

h) The Company may collect information related to Your transactions performed using the Software (the "Transaction Data"). The Company may use Your Transaction Data to improve Your experience with the

Software or the Website, including to deliver advertisements to Your mobile communications device from third parties or merchants with whom the Company has contracted when You use the Software.

i) The Company may be required to disclose Your private information, Your Transaction Data or Your Personally Identifiable Information with law enforcement authorities pursuant to a court order or other legal process or if Company has knowledge or a reasonable belief that a violation of applicable law has occurred through use of the Software or the Website.

2) Information Sharing.

a) Unless the Company has Your express consent or as stated in this Privacy Statement, the Company does not share any of Your private information, Your Transaction Data or Personally Identifiable Information with any third parties.

b) Should You come into possession of the private information, Your Transaction Data or Personally Identifiable Information of other users of the Software or Website, You are expressly forbidden from sharing such information with third parties unless You have express written consent from the user whose information is to be shared. Any sharing of such other users' information without their consent is an express violation of this Privacy Statement and this Agreement.

3) Information Security. Although the Company takes appropriate security measures to protect Your private information stored by the Software, Your Transaction Data or other private information submitted through Website, our security efforts may be dependent upon the security procedures of certain third parties with whom the Company contracts for the provision of certain services. The Company cannot warrant or ensure that the security measures of such third party providers will protect such information.

4) Enforcement. The Company will enforce this Privacy Statement, and if You violate any of its terms, the Company may prevent You from using the Software or the Website. If You believe that a person has violated this Privacy Statement then contact the Company using the email addresses on the Website. If the Company believes that You or another person may have used the Software or Website to obtain the Personally Identifiable Information of another user of the Software or Website or for illegal or unlawful purposes then the Company reserves the right to submit any and all information the Company has related to the alleged incident to law enforcement entities.

5) Changes to this Privacy Statement. This Privacy Statement may change from time to time. The most current version of the Privacy Statement will always appear on the Website and the most recent version shall supersede any and all other versions of this Privacy Statement. Company reserves the right to change or modify this Privacy Statement at any time and at its sole discretion by posting revisions on the Website. Continued use of the Software following the posting of these changes or modifications will constitute acceptance of such changes or modifications.