QUUE Inc.

TERMS AND CONDITIONS

Effective as of August 25th, 2019
1. **SAAS SERVICES AND SUPPORT**

1.1. Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services. As part of the registration process, Customer will identify an administrative user name and password for Customer’s Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

1.2. Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with Company’s standard practice.

2. **RESERVED RIGHTS**

2.1. The company hold rights to suspend or terminate these Terms or access to the Services that we operate for any reason and at any time upon notice to you. If your QUUE™ account balance becomes negative for any reason, you agree that QUUE™ may deduct amounts that you owe to us from funds that are added later by you. If a proceeding is initiated against you under the United States Bankruptcy Code, or under any other bankruptcy or insolvency law, we are entitled to recover all reasonable costs or expenses (including legal fees and expenses) incurred in connection with the enforcement of these Terms.

2.2. The company does not waive right to act with respect to breaches of this agreement, even if we failed to act against prior or similar breaches by you or others.

2.3. QUUE™ retains ownership of all proprietary rights in the Services and in all trade names, trademarks, service marks, logos, and domain names associated with or displayed on the Services. You may not copy, imitate, modify or use all trademarks related to the QUUE™ services without our prior written consent.

3. **RESTRICTIONS AND RESPONSIBILITIES**

3.1. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (“Software”); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

3.2. Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are “commercial items” and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

3.3. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company’s standard published policies then in effect (the “Policy”) and all applicable laws and regulations. [Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys’ fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer’s use of Services. Although Company has no obligation to monitor Customer’s use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

3.4. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer’s knowledge or consent.

3.5. Customer will not, directly, or indirectly, breach these Terms or any other agreement between you and us: (a) violate any law, statute, ordinance, or regulation; (b) infringe on QUUE™’s proprietary rights (including, but not limited to, copyright, patent, trademark or other intellectual property rights); (c) modify, reverse-engineer, decompile, disassemble, create derivative works of, or otherwise attempt to gain access to the source code of the QUUE™ Service, Content, or any part thereof; (d) use your QUUE™ account to conduct transactions for goods or services with other personal accounts, (e) create or control more than one personal account for yourself without our authorization, (f) act in a manner that is defamatory, libelous, threatening or harassing, (g) provide false, inaccurate or misleading information, (h) send or receive potentially fraudulent money or payments, (i) refuse to cooperate in an investigation or provide confirmation of the information you provide to us.

4. **CONFIDENTIALITY; PROPRIETARY RIGHTS**
4.1. Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services (“Customer Data”). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

4.2. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, (c) all intellectual property rights related to any of the foregoing, and (d) all Customer Data.

4.3. [Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1. Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the “Fees”). If Customer’s use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company’s customer support department.

5.2. Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company’s net income.

6. TERM AND TERMINATION

6.1. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the “Term”), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

6.2. In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days’ notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

7. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company’s reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE
ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED “AS IS” AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY’S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company’s prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys’ fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Washington without regard to its conflict of laws provisions. [The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request. The company reserve the right to amend this agreement and any of the policies listed below at any time without notice, subject to applicable law. The revised Terms will be effective at the time we post it, unless otherwise noted. By continuing to use our services after any changes to these Terms, you agree to be bound by those changes. If you object to any of these Terms or subsequent modifications to these Terms, then you may not use the QUUE™ Service.]
1.1 Opening a QUUE™ Account
QUUE™ offers two types of accounts: personal accounts and business accounts, both covered by these Terms. All QUUE™ accounts allow you to: (a) end and receive money, (b) make payments online using mobile devices, and (c) receive confirmation of a transaction immediately. You are required to provide information about yourself to register for and/or use our Services. You agree that any information provided to us, including your social security number, phone number, email address, and other contact information is current and accurate in your account profile. You are solely responsible for maintaining adequate security of any and all IDs, passwords, and personal credentials that you use to access your QUUE™ account and QUUE™ Services.

1.2 Closing a QUUE™ Account
You may close your account and terminate your relationship with QUUE™ without cost, but you remain liable for all obligations related to your QUUE™ account, even after the QUUE™ account is closed. Any incomplete transactions or transfers must be completed or canceled before closing your account.

In certain cases, you may not close your QUUE™ account, including: (a) to evade an investigation, (b) if you have a pending transaction or an open dispute or claim, (c) if your QUUE™ account has a negative balance, and (d) if your QUUE™ account is subject to a hold, limitation or reserve.

1.3 Link or Unlink a Payment Method
You can link or unlink a U.S. bank account to your QUUE™ account as a payment method. Please keep your payment method information current. If this information changes, we may update it using information and third-party sources available to us without any action on your part. If you do not want us to update your bank information, you may remove your payment method from your QUUE™ account.

1.4 Receiving Funds, Holding a Balance or Transferring Funds Through QUUE™
Receiving Funds: to use the money sent to you for QUUE™ payments, we must verify the required identifying information that you provide to us. The required identifying information is: name, physical address, date of birth, and social security or taxpayer identification number. Any balance in your QUUE™ account and any funds sent to you which have not yet been transferred to a linked bank account or debit card represents an unsecured claim against QUUE™ and is not insured by the Federal Deposit Insurance Corporation (FDIC).

Holding a Balance: once we have verified the required identifying information that you provide to us (name, physical address, date of birth, and social security or taxpayer identification number), you may have the ability to transfer money to your QUUE™ account from a linked bank account. You cannot add money if we have not verified the required identifying information.

Transferring Funds Through QUUE™: your QUUE™ balance may be transferred out of your QUUE™ account by: (a) manually transferring it to a bank account linked to your QUUE™ account, or (b) transferring it to an eligible debit card linked to your QUUE™ account, subject to the fees applicable to such transfers

We may set limits on your bank transfers, and you can view bank transfer limits on the Bank Transfer Limits page. The fees applicable to transferring money out of your QUUE™ account can be found on the Fees page. We reserve the right to change fees and limits at our sole discretion.

Bank Transfer Reviews: we review account and transaction activity to check for, among other things, suspicious or illegal activity, and whether your activity complies with this agreement. You may be required to provide us with additional information and/or documentation to verify your identity in connection with our review process. We also may limit your QUUE™ account and your access to money in it or that is sent to you until verification is completed. QUUE™ account reviews may result in: termination, suspension, restriction, reversed payments, and legal action against you.

We may take the above actions if you knowingly or unknowingly participated in a payment that was made from a compromised bank account, compromised QUUE™ account, or if you participated in a transaction for goods and services between two personal accounts. If you use QUUE™ to conduct such a transaction that we reverse because we have determined that this agreement was violated or if the payment was made using a compromised payment method or account, you could lose both the goods and services involved and the money sent for them.

1.5 Reserved Rights for Third Party Application
In order to use the payment functionality of QUUE’s application, you must open a "Dwolla Platform" account provided by Dwolla, Inc. and you must accept the Dwolla Terms of Service and Privacy Policy. Any funds held in the Dwolla account are held by Dwolla's financial institution partners as set out in the Dwolla Terms of Service. You authorize QUUE to collect and share with Dwolla your personal information including full name, date of birth, social security number, physical address, email address and financial information, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Dwolla account through QUUE’s application, and Dwolla account notifications will be sent by QUUE, not Dwolla. QUUE will provide customer support for your Dwolla account activity, and can be reached at QUUEapp.com, the company email and/or company phone number as provided in the application.