

IMPORTANT -- PLEASE READ: THIS IS NOT A CREDIT CARD! THIS IS AN EARNED POINTS VALUE CARD. PROMOTIONAL POINTS LOADED ON YOUR CARD ARE NOT ACCOUNTS OR DEPOSITS, DO NOT EARN INTEREST AND ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION.

The following TCFun Rewards Card User Agreement describes the terms and conditions that applies to all purchases using the TCFun Rewards Card. By using your TCFun Rewards Card, you agree to the terms of this agreement. Please keep a copy of this agreement for your records.

Welcome to TCFun Rewards, owned and operated by Tcfun.com. These Rewards terms and conditions form the agreement (the "Agreement") between you ("You") and Tcfun.com and its affiliates and subsidiaries ("Company"). You may contact Tcfun.com at PO Box 32906, Minneapolis, MN; 612-332-0990.

(1) Agreement to Terms. YOU AGREE TO READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE TCFUN REWARDS PROGRAM. If you do not agree to these terms and conditions, you may not participate in the TCFun Rewards program. Use of the TCFun Rewards program signifies your agreement to the terms and conditions of use set forth below.

(2) Modification of Agreement. Company reserves the right, at its sole discretion, to change, modify, add or remove any portion of this Agreement, in whole or in part, at any time. Notification of changes in the Agreement will be posted on www.tcfun.com (the "Website"). Use of the TCFun Rewards program after such notice will be considered your agreement to be bound by any such changes.

(3) Copyright Protection and Use of Company Information. The TCFun Rewards program is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions and other copyright laws. Company names, logos and trademarks may not be used by you in any manner without the prior written consent of Company.

(4) Company's Rights in TCFun Rewards Program. Company may change, suspend or discontinue any aspect of the TCFun Rewards program at any time, including but not limited to rewards and point accrual/redemption methods. Company may also impose limits on certain features and services or restrict your access to parts or all of the TCFun Rewards program or the Website without notice or liability. Company reserves the right, in its sole discretion, to refuse service, cancel membership, suspend or terminate an account.

(5) Indemnification for Your Breach of Agreement. You hereby agree to indemnify, defend and hold Company, and all its officers, directors, owners, agents, employees, information providers, licensors and licensees (collectively, the "Indemnified

Parties”) harmless from and against any and all liabilities and costs incurred by the Indemnified Parties in connection with any claim arising out of any breach by You of the Agreement or the foregoing representations, warranties and covenants, including, without limitation, attorneys fees and costs. You shall cooperate as fully as reasonably required in the defense of any claim. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You and You shall not in any event settle any matter without the written consent of Company.

(6) NO WARRANTY. THE TCFUN REWARDS PROGRAM, INCLUDING ALL CONTENT, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE TO YOU OR ACCESSED BY YOU THROUGH THE WEBSITE, IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, COMPANY MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT OF THE TCFUN REWARDS PROGRAM, THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE THROUGH THE WEBSITE, OR FOR THE PRODUCTS AND/OR SERVICES AWARDED OR REDEEMED THROUGH THE PROGRAM. FURTHER, COMPANY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR ANY DAMAGES BY USE OF THE TCFUN REWARDS PROGRAM OR THE WEBSITE. COMPANY AND ITS SUBSIDIARIES AND AFFILIATES SHALL NOT BE LIABLE FOR THE USE OF THE TCFUN REWARDS PROGRAM, INCLUDING, WITHOUT LIMITATION, THE WEBSITE AND ANY ERRORS CONTAINED THEREIN. COMPANY SHALL NOT BE LIABLE FOR ANY FAILURE OF THE TCFUN REWARDS PROGRAM, INCLUDING THE WEBSITE, WHICH RESULTS FROM ACTS OR EVENTS BEYOND THE COMPANY’S REASONABLE CONTROL.

(7) LIMITATION OF COMPANY’S LIABILITY AND DAMAGES . IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY LOSS ARISING OUT FROM LOST OR STOLEN TCFUN REWARDS CARDS, NOR FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF THE USE OF THE TCFUN REWARDS PROGRAM OR THE WEBSITE. THIS INCLUDES, WITHOUT LIMITATION, LOST PROFITS, LOST POINTS, BUSINESS INTERRUPTION, DAMAGE TO EQUIPMENT, COMPUTER SYSTEMS OR PROGRAMS, OR ANY INFORMATION SYSTEM, OR THE LOSS OF ANY INFORMATION OR DATA. THE MAXIMUM LIABILITY COLLECTIVELY OF THE COMPANY SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100) FOR ANY DAMAGES OF ANY NATURE, INCLUDING GROSS NEGLIGENCE, ARISING IN CONTRACT, TORT OR OTHERWISE. AS AN EARNED POINTS PROGRAM, THE COMPANY IN NO WAY CAN BE HELD LIABLE OR RESPONSIBLE NOR GUARENTEE CONTINUED PARTICIPATION OR COOPERATION OF ANY ESTABLISHMENTS IN THE NETWORK. ANY SUCH PROBLEMS SHOULD BE TAKEN UP WITH THE ESTABLISHMENT IN

QUESTION DIRECTLY.

(8) **Expiration of Points.** Points earned on a **TCFun Rewards** Membership Card expire after 6 months of account inactivity.

(9) **Entire Agreement.** These terms and conditions and the **Privacy Statement** constitute the entire agreement between Company and You with respect to Your use of the TCFun Rewards program. Any cause of action You may have with respect to Your use of the TCFun Rewards program must be commenced within one (1) year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of the Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect.