

# Terms Of Service - Updated March 15, 2017.

## IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THIS SERVICE AND EXIT IMMEDIATELY

### Introduction

1. Current ("Current", "we" or "us") provides a platform to enable users to create and manage mobile applications ("Mobile Offering") and related hosting and support services ("the Service"). By using the current.us, current.cards, the Current app or any other domains and/or Current related services, you ("The User") are agreeing to be legally bound by the following terms and conditions ("Terms of Service").
2. Current reserves the right to update and change the Terms of Service from time to time without advance notice. If we modify these Terms of Service, we will post the modification on the Site or provide you with notice of the modification. We will also update the "Last Updated Date" at the top of these Terms of Service or on the Site. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of Mobile Offerings and the Service after any changes constitute your consent to the Terms of Service. Violation of any of the terms below will result in the termination of your Account. You agree to use the Service at your own risk and subject to the terms set forth below.
3. **Account Terms**
4. You must be a human. Accounts registered by "bots" or other automated methods are not permitted.
5. You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process to open an Account.
6. You are responsible for maintaining the security of your Account and password. Current cannot and will not be liable for any loss or damage from your failure to comply with your security obligation.
7. Except for Site Advertisements (defined below), you are responsible for all text, data, graphics, images, photos and video files posted on the Site or via the Service ("Content") and activity that occurs under your Account (even when Content is posted by others who have access to your Account). Your Content includes any advertisements sourced and/or made available by you via your paid mobile application and mobile sites ("Mobile Offerings").
8. You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright and privacy laws).
9. See Current' Privacy Policy for information and notices concerning Current' collection and use of your personal information and that of end users.

### Payments and Refund Terms

10. A valid credit card is required for all paid services relating to your Mobile Offering and the Service.
11. The Service is billed in advance on a monthly or yearly basis and is non-refundable. There will be no refunds or credits for setup fees, partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open Account. If your account is billed on a

yearly basis and you wish to discontinue service, you must provide 72 hours notice before your billing anniversary date in order to insure no additional billing for the following year. In order to treat everyone equally, no exceptions will be made.

12. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes.
13. Current will use commercially reasonable efforts to have the Mobile Application approved for publication by mobile platform providers ("Providers") including but not limited to the Android Market, and Apple Computer, Inc ("Apple"). Although there is a high likelihood of approval, we do not and cannot guarantee acceptance. If your Mobile Application is denied by the appropriate Provider, you may cancel your Account. However, there are no refunds under any circumstances due to non-acceptance for publication by Providers.
14. If invoiced for services rendered, payment is due upon receipt. Any dispute will need to be made within 10 days of receipt and must be written and addressed to [Support@Current.us](mailto:Support@Current.us)

#### Cancellation and Termination

15. You are solely responsible for properly canceling your Account. Account cancellation requests must be submitted via [support@Current.us](mailto:support@Current.us) or through Apple's App Store subscription cancellation portal. Cancellations by phone or sent via any other means will not be considered valid.
16. All of your Content will be deleted from the Service upon cancellation. This information cannot be recovered once your Account is cancelled
17. If you cancel the Service before the end of your current paid up month, your cancellation will take effect immediately and you will not be charged again.
18. Current, in its sole discretion, has the right to suspend or terminate your Account and refuse any and all current or future use of the Service, or any other Current service, for any reason at any time. Such termination of the Service will result in the restriction, deactivation or deletion of your Account, and the forfeiture and relinquishment of all Content in your Account. Current reserves the right to alter and/or replace the User's content with a link to our choice of web addresses if the User Mobile Offering or result of the Service that has failed to remit payment within the agreed upon time
19. Current reserves the right to refuse service to anyone for any reason at any time.

#### Modifications to the Service and Prices

20. Current reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without prior notice.
21. Prices for the Service, including but not limited to monthly subscription plan fees to the Service, are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the Site or via the Service itself.
22. Current shall not be liable to you or to any third party for any of the actions or inactions of its third party business partners regarding modification, price changes, suspension or discontinuance of the services of such third party business partners which work or integrate with the Service.
23. From time to time, Current may issue an update to the Service which may add, modify, and/or remove features from the Service. These updates may be pushed out automatically

with little or no notice, although Current will make commercially reasonable efforts to notify you in advance of an upcoming update, including details on what the update includes.

#### End Users and End User Data

24. Current may collect certain information generated or provided by end users of a Mobile Offering ("End User Data"). Depending on the type of Mobile Offering you choose to create via the Service, End User Data may include the personally identifiable information and/or non-personally identifiable information of end users. You acknowledge and agree that:
25. You and your Mobile Offering must abide by all applicable privacy laws and regulations, and by the terms and conditions set forth by the Provider as applicable. Any privacy policy you make available to end users of your Mobile Offering (the "Privacy Policy") will include any and all disclosures and election procedures that may be required under applicable laws in light of the provision of the Service contemplated by these Terms of Service, including, without limitation, clear and conspicuous disclosure to end users about your practices with respect to the collection, use and sharing of End User Data on or through the Service and your use of third party service providers.
26. You agree to comply with the terms and conditions of your Privacy Policy. In the event that any modifications are made to the Privacy Policy that prohibit or materially impair Current's ability to provide the Service or potentially subjects you or Current to claims of third parties or enforcement authorities, Current may suspend, discontinue or terminate performance of the Service, in our sole discretion.
27. You are solely responsible for your interactions (including any disputes) with end users and Current does not in any way screen end users. Current may, but is under no obligation to, monitor or censor any comments made by end users or content provided by end users and disclaims any and all liability relating thereto.

#### License Grant, Copyright and Content Ownership

28. You hereby grant to Current a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, access, view, copy, adapt, modify, distribute, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such Content in any and all media now and in the future, for any purpose relating to the Service. Current does not claim any ownership rights in your Content and nothing in these Terms of Service will be deemed to restrict any rights that you may have to use and exploit any such Content.
29. We claim no intellectual property rights over your Content. Your profile and materials uploaded by you remain yours. However, by using the Service to create your Mobile Offering, you agree to allow others to view and share your Content via your Mobile Offering.
30. Current does not pre-screen Content, but Current and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service.
31. The Site and the Service, including their "look and feel" are protected by copyright, trademark, and other laws of the United States and foreign countries. Current exclusively owns all right, title and interest in and to the Site and the Service, including all associated intellectual property rights. Without limiting the foregoing, you may not duplicate, copy, or

reuse any portion of the HTML/CSS or visual design elements of the Site or the Service without express written permission from Current.

32. You shall be solely responsible for securing and paying for all digital phonorecord delivery mechanical licenses, any public performance licenses, synchronization licenses and any other licenses from musical composition copyright owners (or their agents) required in connection all Content selected by you for use in connection with your Mobile Offering.

#### General Conditions

33. You agree that you will not post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is targeted to children or may be deemed "directed to children" as the term is defined under Children's Online Privacy Protection Act of 1998; (v) is defamatory, obscene, pornographic, vulgar or offensive; (vi) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vii) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (viii) promotes illegal or harmful activities or substances.
34. You acknowledge that Current has no obligation to monitor your access to or use of the Site or Service, or to review or edit any Content, but has the right to do so for the purpose of operating the Site and Services, to ensure your compliance with these Terms of Service, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Current reserves the right, at any time and without prior notice, to remove or disable access to any Content and Accounts we determine in our sole discretion to be in violation of these Terms or otherwise harmful to the Site or Service.
35. You understand that Current uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
36. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, or any other Current service.
37. You agree not to reproduce, duplicate, copy, reverse engineer, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Current.
38. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Current customer, employee, member, or officer will result in immediate Account termination.
39. You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
40. You must not upload, post, host, or transmit unsolicited email, SMSs, or "spam" messages.
41. You must not transmit any worms or viruses or any code of a destructive nature.
42. The failure of Current to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and Current and govern your use of the Service, superseding

any prior agreements between you and Current (including, but not limited to, any prior versions of the Terms of Service). If for any reason a court of competent jurisdiction finds any provision of these Terms of Service invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms of Service will remain in full force and effect.

43. You acknowledge and agree that you are each waiving the right to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, more than one person's claims may not be consolidated under any circumstances, in any form of any class or representative proceeding or otherwise.

#### Disclaimers

44. Your use of the Service is at your sole risk. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Current EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE SITE, SERVICES, CONTENT AND USER SUBMISSIONS, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE. Current does not warrant that (i) the Service will meet your specific requirements, (ii) the Service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations, and (v) any errors in the Service will be corrected.

#### Indemnity

45. You agree to defend, indemnify, and hold Current, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney's fees and costs, arising out of or in any way connected with (i) your access to or use of the Site or the Service; (ii) your violation of these Terms of Service; or (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right by you or your Mobile Offering.

#### Limitation of Liability

46. You expressly understand and agree that Current shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Current has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the Service; (v) or any other matter relating to the Service. In no event shall Current' liability to you exceed the amount actually paid to Current by you during the preceding 12 months.

47. Governing Law

48. These Terms of Service and any action related thereto will be governed by the laws of the State of Illinois without regard to its conflict of laws provisions.

#### Dispute Resolution

49. You and Current agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Site, Services or Mobile Offering (collectively, "Disputes") will be settled by binding arbitration, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. You acknowledge and agree that you and Current are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and Current otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms of Service.
50. Arbitration Rules and Governing Law. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at [www.adr.org/arb\\_med](http://www.adr.org/arb_med) or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.
51. Arbitration Process. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration at [http://www.adr.org/aaa/ShowPDF?doc=ADRSTG\\_004175](http://www.adr.org/aaa/ShowPDF?doc=ADRSTG_004175). The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of Illinois and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.
52. Arbitration Location and Procedure. Unless you and Current otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Current submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.
53. Arbitrator's Decision. The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be



consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. Current will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys' fees and expenses if it prevails in arbitration.

54. Fees. Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$75,000, Current will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).
55. Changes. Notwithstanding the provisions of the "Modification" section above, if Current changes this "Dispute Resolution" section after the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service), you may reject any such change by sending us written notice within 30 days of the date such change became effective, as indicated in the "Last Updated Date" above or in the date of Current' email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Current in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).