

# EZ+ Application Terms & Conditions

Effective Date: March 30, 2022

Welcome to the EGreen Financial Inc. dba EZ+ (referred to herein as "EZ+", "us", "we" or "our"). PLEASE CAREFULLY READ THE FOLLOWING USER AGREEMENT AND APPLICATION TERMS AND CONDITIONS BEFORE ACCESSING, ACTIVATING OR OTHERWISE USING THE EZ+ MOBILE APPLICATION AND ITS RELATED SERVICES (COLLECTIVELY, THE "APPLICATION"). BY USING THE APPLICATION, YOU AGREE TO BE CONTRACTUALLY BOUND BY THIS USER AGREEMENT (THE "AGREEMENT") AND REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE FOLLOWING TERMS, DO NOT USE THE APPLICATION.

To the extent allowed by applicable law, we may amend this Agreement from time to time by posting an updated Agreement on [ezplus.com](http://ezplus.com) regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any governmental authority that apply to the subject matter of this Agreement. Your continued use of the Application after such posting constitutes your acceptance of the terms and conditions of the amendment made to this Agreement. If you do not accept an amendment made to this Agreement, your sole and exclusive remedy is to close your User Account ("Account") or not use the Application. You can contact EZ+ Customer Service regarding your use of the Application by email at [support@support@.com](mailto:support@support@.com) or by phone at 888-821-0212.

## The Application, Your Account and Equipment

The Application is offered and distributed by EZ+. The Application allows you to register an Account that can be used to access and complete certain transactions with various service providers and third parties using your mobile device. As used in this Agreement, the term "Service" includes all services, applications or websites that we operate that link to this Agreement, pages or processes within each such services, applications or websites, any equivalent, replacement, substitute or backup services, that are associated with your use of EZ+'s applications or websites (collectively, the "Service"). The Application is only available to individuals who are: (i) of legal age of majority in their jurisdiction of residence (and at least 18 years of age); (ii) agree to only use the Application and/or Service for lawfully limited purpose set forth herein, and (iii) own or have a compatible mobile device with a participating wireless network provider. We also reserve the right to terminate the Service in its entirety.

**Equipment.** For the purpose of this Agreement, "Equipment" shall mean any hardware, software or networks associated with bringing you the Application, including, but not limited to, your mobile device. The Application may not work with all mobile devices (it is currently available only for U.S. wireless telephone numbers), and not all functionalities of the Service are available on mobile devices or through the Application. We reserve the right to impose transaction limits or restrict certain services offered to you within the Application. If you use the Application, you are solely responsible for any fees that your wireless service provider or other third-party charges, such as fees for messages and data services. Your wireless service provider is not the provider of the Application, and we are not responsible for the hardware and/or mobile device you use in downloading and using the Application.

The Application is available through your Equipment when it is within the operating range of a wireless network provider. The Application is subject to transmission limitation or interruption for any of several reasons, including, without limitation, the malfunction of Equipment, periodic updating, maintenance or repair of the Application or the financial services networks maintained by third parties, or other actions that EZ+, in its sole discretion, may elect to take. EZ+ does not guarantee that the Application (or any portion thereof) will be available at all times and/or in all areas. You acknowledge and agree that we are not responsible for performance degradation, any late fees, fees, interruption or delays due to conditions due to the Equipment.

Third Party Websites and Services. The Services may contain links to third party websites and services, or information provided by such parties, over which EZ+ has no control. You acknowledge and agree that EZ+ does not endorse, verify, or make any representations regarding these third-party websites and services and is not responsible for the availability of, and any liability arising from, any such third-party websites, services, or information. EZ+ is not liable to you or any other party for any loss or damage which may be incurred by you as a result of these third -party websites and services. It is recommended that you carefully review any terms of use and privacy policy of any linked third-party website before providing any information to that website or using its products and services. We have not tested, nor do we review, monitor, or verify any information, software, or products found or provided by third party providers and therefore do not make any representations about any third-party associated products or services. You will need to make your own independent judgment regarding your interaction with services providers using the Service. It is your responsibility to evaluate the accuracy, reliability, timeliness, and completeness of the content provided by the third-party service provider.

Authorizations. Each time you initiate a payment transfer through the Service, you authorize us to debit or credit the relevant card or service provider on your behalf in accordance with your instructions and the terms and conditions of this Agreement. Your authorization permits us to complete the transfer (including deducting any applicable fees), to correct any errors in the transfer, and, in our sole discretion, to resubmit any transfer that is rejected by a service provider or recipient, to the extent permitted by applicable law. By initiating payment, you authorize EZ+, directly or through a third-party service provider, to use commercially reasonable methods to authenticate the information that you have supplied for making payment through its portal. In the event a payment is not successful due to any reason, including failure to authenticate transaction, EZ+ is not responsible for loss of merchandise due to delayed or missed payments.

Authorized Users. You will be liable for all transactions arising from any use of the Service and any use of your Account. Your right to access and use the Application is personal to you and is not transferable by you to any other person or entity. You are only entitled to access and use the Application for lawful purposes. You may only have one Account associated with one email address and phone number. We reserve the right to terminate and/or close your Account and all access to the Services in the event you violate the terms of use of the Application.

Third Party Permission. If you permit another person to use your Account, you will be responsible for any transactions made and any fees incurred by such person. You will be liable for these transactions and fees even if the person that you permitted to use your Account exceeds the scope of the authority that you gave. Further, you acknowledge and agree that you will not hold EZ+ or any of its affiliates responsible for, and will indemnify us from, any liability arising from the actions or inactions of this third party in connection with the permissions you grant.

Unauthorized Use. You agree not to provide access to your mobile device to anyone you do not authorize to use your Account. You are responsible for all use of your Account and for ensuring that use of or access to your Account complies fully with this Agreement. You acknowledge and agree that any use of the Application occurring through your installed Application shall be deemed to be your actions and that EZ+ may rely upon such actions. You are solely responsible for protecting the security of the installed Application on your mobile device.

Fraud Abuse. You agree to immediately notify us if you suspect fraudulent or abusive activity. If you notify us, or we otherwise suspect fraudulent or abusive activity, you agree to cooperate with us in any fraud investigation and to use any fraud prevention measures we prescribe. Your failure to cooperate or to use such measures will result in your liability for all fraudulent usage or abusive activity associated with your use of the Application. You agree and understand that you are responsible for maintaining the confidentiality of your username and password which, together, allows you to access the Application.

Electronic Communication and Consent. By registering for an Account and accepting the terms and conditions of this Agreement, you consent to receive electronic communications about your account, including notices and information via email to the primary email address we have in our records for you and, via text to the mobile phone number

associated with the Account and Application. All notices and information sent to you via email and/or text message will be deemed to be in writing and received by you when sent to you. EZ+ reserves the right to close your Account if you withdraw your consent to receive electronic communications. Any electronic communications will be considered to be received by you within 24 hours of the time we post it to our website, within the Application, or email it to you. We may change or modify this Agreement, including Application features, from time to time by informing you of such change when you access the Application. You may stop receiving text messages from us at any time by replying "STOP" to any text message you receive from us.

Change of Address. You agree to tell us immediately if your U.S. mail or postal address or if your email address changes. If you do not notify us about an address change, information regarding your Account may be mailed or emailed to the wrong person. Any notice we send to you shall be deemed delivered three (3) business days after mailing it to you at the last U.S. mail or postal address you provided for your Account or one (1) business day after emailing it to you at the last primary email address you provided for your Account. You agree we may accept changes of mail or postal address from the U.S. Postal Service.

Notices to EZ+. Except as otherwise stated herein, notice to EZ+ must be sent by postal mail to our corporate headquarters at the attention of our Legal department, which is currently: EZCORP, Inc. Attn: Legal Department, 2500 Bee Caves Rd, Bldg. 1, Suite 200, Rollingwood, Texas 78746.

Privacy and your Personal Information. For information about our data protection practices, please read EZ+'s Privacy Policy, located at [ezplus.com](http://ezplus.com), is hereby incorporated into this Agreement. This policy explains how EZ+ treats your personal information when you access the Application and use the Services. The policy may be updated from time to time at our discretion. Changes will be effective upon posting to the site [ezplus.com](http://ezplus.com) or within the Application.

Password Security and Keeping Your Email and Address Current. You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers (PINs), or any other codes that you use to access the Account and Services. You are responsible for keeping your mailing address and email address up to date in your Account Profile.

Telephone Monitoring/Recording. From time to time, we may monitor and/or record telephone calls, in accordance with applicable law, between you and us to ensure the quality of our customer service or as required by applicable law.

Confidentiality and Disclosure of Information. We will disclose information to third parties about your Account, and transactions: (i) where it is necessary for completing transactions; (ii) in order to verify the existence and condition of your Account for ourselves or for a third party; (iii) in order to verify your identity or any accounts you hold (including wireless service accounts); (iv) in order to comply with government agency or court orders; (iv) if you give us your written permission; or (v) in accordance with our Privacy Policy, which can be found on our website or within the Application. We may share your address and contact information with a service provider to allow the service provider to perform any related customer service function.

Accuracy of Information. You are responsible for confirming the accuracy of the information you provide. You agree that EZ+ shall not be liable for inaccurate information provided by you.

Fees. There are no fees charged to you to download the Application or create an Account.

Taxes. It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. EZ+ is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction or use of the Service.

## **Registration, Suspension of Use, and Closure**

We, in our sole discretion, may limit your use of, suspend or terminate your privileges with respect to your Account, with or without cause or notice, other than any notice required by applicable law.

If we close or suspend use of your Account (which closure will result in termination of your privileges with respect to the associated the Application, Services, and Account), we will send an email to the primary email address we have in our records for you. Upon closure of your Account, you must immediately discontinue use of your Account. Closure of your Account will not affect your obligations under this Agreement or with other service providers.

Termination. This Agreement is in effect each time you use the Application. EZ+ may terminate your use of the Application at any time without cause or prior notice. This may happen, for example, if your identity cannot be confirmed or the action is necessary to protect the security of the Application. This Agreement will continue to apply following its termination with respect to any obligations incurred or arising prior to its termination.

## **Closing Your Account**

How to Close Your Account. You may close your Account at any time by calling customer service. Upon Account closure, we will attempt to complete any pending transactions, unless otherwise legally prohibited. If you have a pending payment, we will not close your Account until that payment has been made, but we may limit your ability to make additional transactions using your Account.

Limitations on Closing Your Account. You may not close your Account to evade an investigation. If you attempt to close your Account while we are conducting an investigation. You will remain liable for all obligations to EZ+ or its service providers related to your Account even after the Account is closed.

## **Restricted Activities**

Restricted Activities. In connection with your use of our Services or Application, or in the course of your interactions with EZ+, other users, or third parties, you agree you will not:

- a) Breach this Agreement or any other agreement or policy that you have agreed to either expressly or through your continued use of EZ+;
- b) Violate any applicable law, including but not limited to any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising);
- c) Infringe EZ+'s or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- d) Act in a manner that is defamatory, trade libelous, threatening or harassing;
- e) Provide false, inaccurate or misleading information;
- f) Send or receive what we reasonably believe to be potentially fraudulent funds;
- g) Refuse to cooperate in an investigation, or refuse to provide confirmation of your identity or any other information you provide to us;
- h) Control an Account that is linked to another Account that has engaged in any of these Restricted Activities;
- i) Use the Service for commercial or personal purposes in a manner that results in or may result in complaints, disputes, Claims, reversals, chargebacks, fees, fines, penalties and other liability to EZ+, other users, third

parties or you;

- j) Access the Services from a jurisdiction that is not permitted by EZ+;
- k) Take any action that imposes an unreasonable or disproportionately large load on our infrastructure; facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission; or use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our website or the EZ+ Services;
- l) Take any action that may cause us to lose any of the services from our Internet service providers, payment processors or other suppliers;

If you breach this or permit others to do so or conduct (or attempt to conduct) any transactions that we believe are not permitted by this Agreement (such as one of the activities set forth above) or applicable law, we may, at our sole discretion and without waiving any of our rights, freeze, close, cancel, suspend, or limit your use of your Account, Application, and/or your access to the Service.

### **EZ+'s Intellectual Property Rights**

EZ+, the EZ+ Logo, are service/trademarks of EZ+. All other featured logos are service/trademarks of their respective owners.

You acknowledge and agree that contents of the Application, including its "look and feel" (e.g., text, graphics, images, logos and button icons), photographs, editorial content, notices, software (including html-based computer programs) and other material used by us for the Application, are proprietary to us and our licensors and protected under both United States and other applicable copyright, trademark and other laws. As such, you will not gain any ownership or other right, title or interest in or to them by reason of this Agreement or otherwise. You may not reverse engineer, modify, or de-compile any of the technology that we make available to you. Except as otherwise expressly stated herein, the Application and its contents may not be copied, reproduced, transmitted, displayed, performed, distributed (for compensation or otherwise), licensed, altered, framed, stored for subsequent use or otherwise used in whole or in part in any manner without our prior written consent.

License Grant. You are granted a revocable non-exclusive, limited license or right to access the Application and to print copies of any content only for your personal use. Commercial use of any content is prohibited. This license grant includes the software and all updates, upgrades, new versions and replacement software for your personal use only. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation and use requirements contained in all EZ+ documentation accompanying the Services. If you do not comply with EZ+'s implementation and use requirements you will be liable for all resulting damages suffered by you, EZ+ and third parties. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the software. You acknowledge that all rights, title and interest to EZ+'s software are owned by EZ+.

### **Limitations**

No Warranties. THE EZ+ SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OF WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. EZ+, OUR PARENT, THE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND SUPPLIERS OF EZ+ SPECIFICALLY DISCLAIM ANY EXPRESSED OR IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT REGARDING THE SERVICES, THE APPLICATION, THE PLATFORM, ACCOUNTS, ANY FEATURE THEREOF, OR ANY SUBJECT MATTER COVERED BY THE SUBSTANCE OF THIS AGREEMENT. EZ+ DOES NOT WARRANT THAT THE APPLICATION WILL BE

ERROR-FREE OR UNINTERRUPTED, AND EZ+ DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED. WE WILL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, BUT NOT LIMITED TO, POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION OR SETTLEMENT OF TRANSACTIONS OR USE OF THE SERVICE OR THE APPLICATION. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you. This paragraph gives you specific legal rights and you may also have other legal rights that vary from state to state.

Limitation of Liability. IN NO EVENT SHALL WE, OUR PARENT, THE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND SUPPLIERS OF EZ+, DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, OR REPRESENTATIVES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGE FOR ANY BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS OR GOODWILL, LOSS OF USE EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR ANY CLAIM BY ANY THIRD PARTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EZ+'S LIABILITY TO YOU FOR ANY CAUSE WHATEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE PROCESSING FEES YOU HAVE PAID US REGARDING YOUR USE OF THE APPLICATION, CARD, AND SERVICES WE PROVIDE.

WE SHALL NOT BE LIABLE IF WE ARE UNABLE TO PROVIDE THE APPLICATION (OR ANY PART THEREOF) OR PERFORM ANY OF OUR OBLIGATIONS CONTAINED IN THIS AGREEMENT DUE TO, DIRECTLY OR INDIRECTLY, THE FAILURE OF ANY EQUIPMENT OR ANY INDUSTRIAL DISPUTE, WAR, FLOOD, EXPLOSION, ACT OF GOD OR ANY OTHER EVENT BEYOND OUR CONTROL. NOTHING IN THIS AGREEMENT SHALL OPERATE SO AS TO EXCLUDE OR LIMIT OUR LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

Indemnity. You agree to defend, indemnify and hold harmless EZ+, the wireless carrier, and their respective affiliates, advertising and promotion agencies and their service providers and all of their respective officers, directors, employees and agents (collectively, the "EZ+ Parties") from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Application in violation of this Agreement or applicable law and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth herein.

Governing Law. Any claim between you and EZ+ arising out of or connected with this Agreement or the Application shall be resolved exclusively within the federal and state courts residing within Travis County, State of Texas, U.S.A., and you waive any jurisdictional venue or inconvenient forum objections to such courts. Any claim between you and a third-party service provider shall be handled in accordance with the dispute resolution provisions of that agreement.

Contact EZ+ First. If a dispute arises between you and EZ+, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost-effective means of resolving the dispute quickly. Disputes between you and EZ+ regarding the EZ+ Services may be reported to Customer Service.

**ARBITRATION. PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.**

**IF YOU ARE A U.S. RESIDENT, YOU ALSO AGREE TO THE FOLLOWING MANDATORY ARBITRATION PROVISIONS:**

We Both Agree to Arbitrate. You and the Company agree to resolve any claims relating to these Terms through final and binding arbitration, except that, to the extent you have in any manner violated or threatened to violate the Company's intellectual property rights (for example, trademark, trade secret,

copyright, or patent rights). Under such circumstances The Company may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Site, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.

What is Arbitration? Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced.

Arbitration Procedures: The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Arbitration shall be initiated through America Arbitration Association (“AAA”). Any dispute, controversy, or claim arising out of or relating to these Terms shall be referred to and finally determined by arbitration in accordance with the AAA Consumer Arbitration Rules. If there is a conflict between AAA’s Consumer Arbitration Rules and the rules set forth in this Agreement to Arbitrate, the rules set forth in this Agreement to Arbitrate will govern. To initiate arbitration, you or the Company must do the following things:

- (1) Write a demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered. A demand for arbitration may be submitted through AAA at [www.adr.org](http://www.adr.org).
- (2) Send one copy of the Demand for Arbitration to the Company by email at [legal@ezcorp.com](mailto:legal@ezcorp.com). Payment of all filing, administration and arbitrator fees will be governed by the AAA Consumer Arbitration Rules. Arbitration under this agreement shall be held in the United States county where you live or work, or any other location we mutually agree to. The arbitration may award on an individual basis the same damages and relief as a court (including injunctive relief). Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Authority of Arbitrator. The arbitrator will decide the rights and liabilities, if any, of you and the Company, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Consumer Arbitration Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and The Company.

No Class Actions. You may only resolve disputes with us on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.

**WAIVER OF JURY TRIAL: THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY**, instead electing that all claims and disputes shall be resolved by arbitration. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and the Company in any state or federal court in a suit to

vacate or enforce an arbitration award or otherwise, YOU AND THE COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING TO ACCEPT THIS AGREEMENT TO ARBITRATE.

Opt-Out of Agreement to Arbitrate. You can decline this agreement to arbitrate by emailing the Company at legal@ezcorp.com and providing the requested information as follows: (1) Your Name; (2) Your Address; (3) Your Phone Number; (4) and clear statement that you wish to opt out of this arbitration provision in the Terms of Use. The Opt-Out Notice must be emailed no later than 30 days after the date you first accept the Terms of Use by using the website.

Improperly Filed Litigation. All Claims you bring against EZ+ must be resolved in accordance with this Agreement. All Claims filed or brought contrary to this Agreement shall be considered improperly filed and a breach of this Agreement. Should you file a Claim contrary to this Agreement, EZ+ may recover attorneys' fees and costs, provided that EZ+ has notified you in writing of the improperly filed Claim, and you have failed to promptly withdraw the Claim.

Insolvency Proceedings. If any proceeding by or against you is commenced under any provision of the United States Bankruptcy Code, as amended, or under any other bankruptcy or insolvency law, EZ+ will be entitled to recover all reasonable costs or expenses (including reasonable attorneys' fees and expenses) incurred in connection with the enforcement of this Agreement.

No Waiver. Our failure to act with respect to a breach of this Agreement by you or others does not waive our right to act with respect to subsequent or similar breaches. You agree that if EZ+ does not exercise or enforce any legal right or remedy which is contained in the Agreement (or which EZ+ has the benefit of under any applicable law), this will not be taken to be a formal waiver of EZ+'s rights and that those rights or remedies will still be available to EZ+.

Release of EZ+. If you have a dispute with one or more users or service providers using the Service, you release EZ+ (and our parent, affiliates, officers, directors, agents, joint ventures, employees and suppliers) from any and all Claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. To the extent permitted by applicable law, you waive and release us from all defenses, rights, and claims you have or may have against us arising from or relating to this Agreement

Attorneys' Fees and Costs. Except as may be provided in this Agreement, you agree to pay all costs incurred by us or our successors or assigns in collecting unpaid indebtedness or in enforcing this Agreement, including attorneys' fees and costs, as well as those costs, expenses and attorneys' fees incurred in appellate, bankruptcy, and post-judgment proceedings, except to the extent such costs, fees, or expenses are prohibited by applicable law.

Void Where Prohibited. Not all services described in this Agreement are available to all persons or at in all jurisdictions. We reserve the right in our sole discretion, to limit, restrict or prohibit the provision of any such services to any person or in any location. Any offer of a service in this Agreement shall be deemed void where prohibited.

Non-Assignability. You may not assign or transfer this Agreement or any of your rights, obligations, duties, responsibilities, or liabilities under this Agreement without our prior written consent, and any attempt to the contrary without our prior written consent shall be null and void. This Agreement shall be binding on you and your respective executors, administrators, and permitted assigns. We may assign all or portions of our rights and obligations under this Agreement without your approval to any entity which acquires all or substantially all of our assets or to any Affiliate or successor.

Severability. If any provision of this Agreement is determined to be invalid or unenforceable under any applicable law, the validity or enforceability of any other provision of this Agreement shall not be affected, and, in lieu of such invalid or unenforceable provision, there shall be added automatically, as part of this Agreement, a provision as

similar in terms as may be valid and enforceable, if possible.

Survival. Any provision in this Agreement that provides for rights or remedies which by their nature should continue after termination of this Agreement will survive termination of this Agreement.

Complete Agreement. This Agreement, along with any applicable policies and agreements on terms and conditions page on the EZ+ website at [www.ezplus.com](http://www.ezplus.com), sets forth the entire understanding between you and EZ+ with respect to the Application and the Services.

Translated Agreement. Any translation of this Agreement is provided solely for your convenience and is not intended to modify the terms of this Agreement. In the event of a conflict between the English version of this Agreement and a version in a language other than English, the English version shall apply.