

TERMS OF USE AGREEMENT BETWEEN USER AND EDENRED BENEFITS, LLC Updated: November 2020

The Commuter Benefits Web Site (the "Site") is comprised of various Web pages operated by Edenred Benefits, LLC (the "Company" "we", "us" or "our"). The Edenred Benefits, LLC's mobile device Mobile Applications (the "Mobile Application") is a Mobile Application provided by the Company. These terms of use (the "Terms of Use") define the relationship between the Company and you, the persona accessing the Site or Mobile Application and/or registering for our services (in either case, "you" or "your").

BY ACCESSING THE SITE OR MOBILE APPLICATION OR ACCESSING, REGISTERING FOR, OR USING THE SERVICES (DEFINED BELOW), YOU CONFIRM THAT (1) YOU ARE AT LEAST 13 YEARS OLD, AND (2) YOU HAVE READ THESE TERMS OF USE, AND (3) YOU ACCEPT THESE TERMS OF USE. IF YOU CANNOT CONFIRM EACH OF (1) THROUGH (3) ABOVE, THEN YOU MUST NOT ACCEPT THESE TERMS OF USE AND MAY NOT USE THE SITE, MOBILE APPLICATION OR SERVICES.

SERVICES

The Site and Mobile Application works with your employer ("Employer"), Administrator, and/or Commuter Benefits provider, as well as certain other third parties to provide a commuter benefit program related to the IRS Section 132 (f) ruling through the use of commuting related products that may be offered by the Company (collectively and as hereinafter described, the "Services") or by other third parties offering products through the Services.

AGREEMENT WITH RESPECT TO TERMS OF USE

These Terms of Use constitute a legally binding agreement between the Company and you. You are responsible for regularly reviewing these Terms of Use. You can review the most current version of the Terms of Use at any time at: [click here](#). Additional terms may govern use of certain Web pages within the Site or linked within the Mobile Application. In the event that any provision, term or guideline contained on a particular Web page in the Site and Mobile Application conflicts with these Terms of Use, the terms of such Web page shall control over these Terms of Use.

REGISTRATION

You have been invited to access the Site and Mobile Application because your Employer, Administrator and/or Commuter Benefits provider has elected to take part in a program that extends the Services to you. To begin your enrollment process, your Employer, Administrator and/or Commuter Benefits provider has provided certain personal information about you, such as your last and first name, home or office address, telephone and/or mobile number and e-mail address. In addition, certain features or services offered on or through the Site and Mobile Application may require you to set up a profile, with the option to provide certain additional personal information, such as your age, date of birth, telephone or mobile phone number, email address, home address, credit card information, bank account information, digital wallet information, (your "User Profile Information"). All of the foregoing information that is provided by you or your Employer, Administrator and/or Commuter Benefits is collectively referred to as your "Information". For information about how we handle and protect your Information, including your personal information, please review our [Privacy Policy](#), the terms of which are incorporated herein.

We reserve the right to restrict certain areas of information on this Site and Mobile Application to registered users. You agree that you will maintain and promptly update your Information to keep it true, accurate, current and complete. If you provide any Information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect such, we reserve the right to terminate your account and refuse any and all current or future use of the Site and Mobile Application by you. You are solely responsible for maintaining the confidentiality of your user name and password. You agree to notify us immediately of any unauthorized use of your user name,

password or account. The Company will not be responsible for any losses arising out of the unauthorized use of your account.

MOBILE APPLICATION

A. You can access the Services via a mobile device using the Mobile Application. To use the Mobile Application you must have a mobile device that is compatible with the Mobile Application. We do not warrant that the Mobile Application will be compatible with your mobile device. You may use mobile data in connection with the Mobile Application and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. We hereby grant you a non-exclusive, nontransferable, revocable license to use a compiled code copy of the Mobile Application for one account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Application, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Application to any third party or use the Mobile Application to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Application; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Application, features that prevent or restrict use or copying of any content accessible through the Mobile Application, or features that enforce limitations on use of the Mobile Application; or (v) delete the copyright and other proprietary rights notices on the Mobile Application. You acknowledge that We may from time to time issue upgraded versions of the Mobile Application, and may automatically electronically upgrade the version of the Mobile Application that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Application is covered by the applicable open source or third-party license EULA, if any, authorizing the use of such code. The foregoing license grant is not a sale of the Mobile Application or any copy thereof, and Edenred Benefits, LLC or its third-party partners or suppliers retain all right, title, and interest in the Mobile Application (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. Edenred Benefits, LLC reserves all rights not expressly granted under these Terms. The Mobile Application originates in the United States. You agree to comply with all United States and foreign laws related to use of the Mobile Application and the Services.

B. Mobile Application from App Store by Apple

The following applies to any Mobile Application you acquire from the App Store ("App Store-Sourced Application"): You acknowledge and agree that these Terms are solely between you and Edenred Benefits, LLC, not Apple, and that Apple has no responsibility for the App Store-Sourced Application or content thereof. Your use of the App Store-Sourced Application must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store-Sourced Application. In the event of any failure of the App Store-Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store-Sourced Application to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store-Sourced Application, and any other claims, losses, liabilities,

damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms and any law applicable to Edenred Benefits, LLC as provider of the software. You acknowledge that Apple is not responsible for addressing any of your claims or those of any third party relating to the App Store-Sourced Application or your possession and/or use of the App Store-Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store-Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by these Terms and any law applicable to Edenred Benefits, LLC as provider of the application. You acknowledge that, in the event of any third-party claim that the App Store-Sourced Application or your possession and use of that App Store-Sourced Application infringes that third party's intellectual property rights, Edenred Benefits, LLC, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms. You and Edenred Benefits, LLC acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms as relates to your license of the App Store-Sourced Application, and that, upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as relates to your license of the App Store-Sourced Application against you as a third-party beneficiary thereof.

USE AND RESTRICTIONS:

Content and Materials

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, artwork and computer code, including but not limited to design, structure, "look and feel" and arrangement of the content available on the Site and Mobile Application (collectively, "Content") is owned, controlled or licensed by or to us, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws. The Content and the Site and Mobile Application are owned by the Company and its affiliates, and/or their licensors and suppliers (which may include lessors, lessees, owners, sellers, buyers, agents, brokers, multiple listing services, builders, service providers, content providers, vendors and others). Except as expressly provided in these Terms of Use, no part of any Site and Mobile Application or the Content may be copied, reproduced, republished, posted, publicly displayed, translated, or distributed in any way. Subject to the limited rights to use the Site, Mobile Application and Services pursuant to these Terms of Use, we retain all right, title and interest in and to the Site and Mobile Application and Services, including all related intellectual property contained therein.

Where applicable, the Site and Mobile Application permits users to upload, submit, disclose, or offer certain original materials, such as reviews, photographs, images, videos, comments, feedback, postcards, suggestions, ideas, notes, drawings, concepts, and other information, content or material. Any such content uploaded by users of the Services are referred to as "Materials" (and Materials you upload using the Services are collectively referred to here as "your Materials"). You hereby grant to us and our authorized personnel and agents an irrevocable, nonexclusive, perpetual, worldwide, royalty-free right and license to use, display, modify, publicly perform, publish, distribute, reproduce, make derivative works of, sublicense, and otherwise exploit your Materials and all copyright, trade secret, trademark, or other intellectual property rights therein, in any manner or medium now existing or hereafter developed (including but not limited to print, film, or electronic storage devices), and the exclusive right to use, display, publicly perform, modify, reproduce, publish, distribute, make derivative works of, sublicense, and otherwise exploit all such materials on commercial websites, without compensation of any kind to you or any third party. As between you and us, you will solely and exclusively own all right, title, and interest in and

to your Materials. By submitting your Materials, you represent and warrant that (a) you have all necessary right, power, and authority to grant the license set forth herein to your Materials, and (b) your Materials do not violate, misappropriate, or infringe any copyright, trade secret, trademark or other intellectual property right of any third party. You will take, at your expense, any further action (including, without limitation, execution of affidavits and other documents) reasonably requested by us to effect, perfect, and confirm the license granted to us to your Materials as set forth herein.

Our publication or use of Materials you provide is at our sole discretion and we are not obligated to publish or use any of your Materials. If we do publish, use and/or post your Materials on the Site or Mobile Application or your Materials are otherwise used by us, we may include your name, likeness or photo in conjunction with such publication, posting, or use. By submitting, disclosing, or offering Materials, you hereby grant us the right to use your name, likeness and photo in connection with the publication, use or posting of your Materials. Among other things, this means that we may use any ideas, suggestions, developments, and/or inventions that you post, upload, transmit, send or otherwise make available in any manner as we see fit without any compensation or attribution to you. You must include your full name and e-mail address with your Materials so we can contact you if we have any questions about your Materials; however, your e-mail address will be published with your Materials. You should make copies of or otherwise back-up any and all Materials, personal data or communications you post, upload, transmit, send or otherwise make available on or through the Service that you may wish to retain.

Copyright Policy

We respect the intellectual property of others and ask that users of our Site, Mobile Application and Services do the same. In connection with our Site, Mobile Application and Services, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing content and for the termination, in appropriate circumstances, of users of our Site, Mobile Application and Services who infringe intellectual property rights, including copyrights. If you believe that one of our users is, by uploading materials to the Site or Mobile Application, unlawfully infringing the copyright(s) in a work, and wish to have such Materials removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to our designated copyright agent: (a) your physical or electronic signature; (b) identification of the copyrighted work(s) that you claim to have been infringed; (c) identification of the materials that you claim are infringing and that you request us to remove; (d) sufficient information to permit us to locate the user originating such material; (e) your address, telephone number, and email address; (f) a statement that you have a good faith belief that use of the objectionable materials are not authorized by the copyright owner, its agent, or under the law; and (g) a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner. Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement. Our designated copyright agent can be contacted by writing to Attn: Copyrights Agent, Edenred Benefits, LLC, 265 Winter Street, 3rd Floor, Waltham, MA 02451, via email at copyright@commuterbenefits.com or by telephone at (857) 228-1400, Extn 1410 or fax (857) 228-1414

Monitoring of Use; No Endorsement of Materials

We may monitor activity on the Service. By using the Services, you specifically agree to such monitoring. Nevertheless, we do not make any representations, warranties or guarantees that: (1) the Service, or any portion

thereof, will be monitored for accuracy or unacceptable use, (2) apparent statements of fact, including, without limitation, any product claims, will be authenticated, or (3) we will take any specific action (or any action at all) in the event of a challenge or dispute regarding user Materials or non-compliance with these Terms of Use. We generally do not pre-screen Materials before they are posted, uploaded, transmitted, sent or otherwise made available on or through the Service by users, so you may be exposed to Materials that are opinionated, offensive, and/or inappropriate, including Materials that violates these Terms of Use. We do not necessarily endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements posted, uploaded, transmitted, sent or otherwise made available on or through the Service, including without limitation in our community areas, or elsewhere. Any Materials posted, uploaded or otherwise made available on or through the Service are the views and responsibility of those who post the Materials and do not necessarily represent our views. You agree that we and our affiliates are not responsible, and shall have no liability to you, with respect to any Materials posted, uploaded, transmitted, sent or otherwise made available on the Service, including Materials that violate these Terms of Use.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Site and Mobile Application, you warrant to the Company that you will not use the Site or Mobile Application for any purpose that is unlawful or prohibited by these Terms of Use. You may not use the Site or Mobile Application in any manner which could damage, disable, overburden, or impair the Site and Mobile Application or interfere with any other party's use and enjoyment of the Site and Mobile Application. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site or Mobile Application. You may not use the Site and Mobile Application or Services for illegal or unlawful or malicious activities, or for activities that we deem improper for any reason whatsoever in our sole judgment. You also agree that you will not submit Social Security numbers to us under any circumstances, including but not limited to not submitting Social Security numbers into the Site or Mobile Application. We reserve the right to take preventative or corrective actions to protect ourselves and our users. Your use of the Site, Mobile Application and Services is conditioned in part on your compliance with the Terms of Use, and your failure to comply may result in termination of your access to and use of the Site, Mobile Application and Services and being responsible for damages caused by your noncompliance. In addition to the foregoing, while using the Site, Mobile Application and Services, you may not: (a) impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity, or use or provide any fraudulent, misleading or inaccurate information; (b) defame, abuse, harass, stalk, intimidate, bully, threaten or otherwise violate the rights of others, including without limitation others' privacy rights or rights of publicity; (c) access or use (or attempt to access or use) another user's account without permission, or solicit another user's login information; (d) transmit any software or materials that contain any viruses, worms, trojan horses, defects, or other items of a destructive nature; (e) modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site, Mobile Application or Services; (f) "frame" or "mirror" any portion of the Site, Mobile Application or Services; (g) use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Site, Mobile Application or Services; (h) harvest or collect information about or from other users of the Site, Mobile Application or Services; (i) probe, scan or test the vulnerability of the Site or Mobile Application, nor breach the security or authentication measures on the Site or Mobile Application or take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or Mobile Applications, such as a denial of service attack; (j) send or otherwise post unauthorized commercial communications (such as spam); (k) engage in unlawful multi-level marketing, such as a pyramid scheme; (l) post content that: is hateful, threatening or pornographic; incites violence; or contains nudity or graphic or gratuitous violence; (m) access or use any portion of the Content if you are a direct or indirect competitor of the Company, or provide, disclose or transmit

any portion of the Content to any direct or indirect competitor of the Company; (n) use or distribute any Content, including Content that has been verified or confirmed by you or anyone else, to directly or indirectly create or contribute to the development of any database or product; or (o) facilitate or encourage any violations of the Terms of Use.

The Services available through the Site and Mobile Application may not be available in your country. We make no representation that the Services offered through the Site and Mobile Application are appropriate or available for use in any particular location. Those who choose to access the Site and Mobile Application do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. If use of the Site and Mobile Application or Services offered thereby violates or infringes any applicable law in your jurisdiction(s), you are not authorized to view or use the Site and Mobile Application and must exit immediately. Your viewing and/or use of the Site and Mobile Application constitutes your representation that you are unconditionally and without limitation permitted to view and use the Site and Mobile Application and we may rely upon such representation. The Site and Mobile Application are operated from the United States and it is possible that some software from the Site and Mobile Application may be subject to United States export controls.

INDEMNIFICATION

You will indemnify and hold the Company and its affiliates harmless with respect to any suits or claims arising out of or in any way connected to (i) your breach of these Terms of Use, including, but not limited to, any infringement by you of the copyright or intellectual property rights of any third party; (ii) your fraudulent or malicious use of the Site and Mobile Application and/or Services or your misuse or abuse of the Site and Mobile Application and/or Services; (iii) Materials you provide or (iv) your violation of applicable laws, rules or regulations in connection with your use of the Site and Mobile Application or Services.

LINKS TO THIRD PARTY SITES

The Site and Mobile Application may contain links to other Web Sites ("Linked Sites"). The Linked Sites are not under the control of the Company and the Company is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. The Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Company of that Linked Site or any association with its operators. You will need to make your own independent judgment regarding your interaction with these Linked Sites. We accept no responsibility for reviewing changes or updates to, or the quality, content, policies, nature or reliability of third party web sites, including, without limitation, Linked Sites and websites linking to the Site. You should review applicable terms and policies, including privacy and data gathering practices, of third party web sites, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

MODIFICATION OF THESE TERMS OF USE

We reserve the right to change these Terms of Use and any terms, conditions, and notices under which the Site and Mobile Application are offered, including but not limited to, the charges associated with the use of the Site and Mobile Application by posting the revised Terms of Use on the Site and/or Mobile Application. We may terminate these Terms of Use at any time by suspending or terminating access to the Site and Mobile Application and/or Services and/or notifying you. You can see when these Terms of Use were last revised by referring to the "Updated" legend above. Your continued use of the Site and Mobile Application or Services after we have posted

revised Terms of Use signifies your acceptance of such revised Terms of Use. No amendment or modification of these Terms of Use will be binding unless in writing and signed by our duly authorized representative or posted to the Site and Mobile Application by our duly authorized representative.

LIABILITY DISCLAIMER

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE AND MOBILE APPLICATION MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. THE SITE, MOBILE APPLICATION, SERVICES, CONTENT, AND ALL PARTS THEREOF ARE PROVIDED "AS IS", "WITH ALL FAULTS", AND "AS AVAILABLE". CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. THE COMPANY AND/OR ITS AFFILIATES MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE, MOBILE APPLICATION, SERVICES OR CONTENT AT ANY TIME.

THE COMPANY AND ITS AFFILIATES AND THEIR RESPECTIVE MANAGING MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES AND THIRD PARTY SUPPLIERS (COLLECTIVELY, THE "COMPANY PARTIES") DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION (1) AS TO TITLE, MERCHANTABILITY, FITNESS FOR ORDINARY PURPOSES AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, (2) THE QUALITY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE SITE AND MOBILE APPLICATION AND ITS CONTENT, (3) THOSE ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE; (4) THE SITE, MOBILE APPLICATION, SERVICES AND THE CONTENT CONFORMING TO ANY FUNCTION, DEMONSTRATION OR PROMISE BY ANY COMPANY PARTY, AND (5) THAT ACCESS TO OR USE OF THE SITE, MOBILE APPLICATION, SERVICES OR THE CONTENT WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. ANY RELIANCE UPON THE SITE, MOBILE APPLICATION, SERVICES AND THE CONTENT IS AT YOUR OWN RISK AND THE COMPANY MAKES NO WARRANTIES.

THE COMPANY RESERVES THE RIGHT TO RESTRICT OR TERMINATE YOUR ACCESS TO THE SITE, MOBILE APPLICATION, SERVICES AND THE CONTENT OR ANY FEATURE OR PART THEREOF AT ANY TIME. YOU SHALL BE SOLELY AND FULLY RESPONSIBLE FOR ANY DAMAGE TO ANY COMPUTER SYSTEM, ANY LOSS OF DATA, OR ANY IMPROPER USE OR IMPROPER DISCLOSURE OF INFORMATION CAUSED BY YOU OR ANY PERSON USING YOUR USERNAME OR PASSWORD. COMPANY CANNOT AND DOES NOT ASSUME ANY RESPONSIBILITY FOR ANY LOSS, DAMAGES OR LIABILITIES ARISING FROM THE FAILURE OF ANY TELECOMMUNICATIONS INFRASTRUCTURE, OR THE INTERNET OR FOR YOUR MISUSE OF ANY OF ADVICE, IDEAS, INFORMATION, INSTRUCTIONS OR GUIDELINES ACCESSED THROUGH THE SITE AND MOBILE APPLICATION OR SERVICES.

Your reliance upon the information available on the Site and Mobile Application or located through utilization of the Services and your interactions with third parties identified through the Services is SOLELY AT YOUR OWN RISK. Your interactions with other users of the Services (including Materials uploaded by other users of the Site) or advertisers, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the other person or entity, and you agree that we will not be responsible for any loss or damage incurred as the result of any such dealings or with respect to any other person's or entity's use or disclosure of your personal information. If there is a dispute between you and any third party, we are under no obligation to become involved, and you agree that you will manage any such dispute or disagreement directly, and that you will not make any claims against us with respect to products or services purchased through your use of the Services.

The Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and

electronic communications. We are not responsible for any delays, delivery failures or other damages resulting from such problems. We do not guarantee the Site and Mobile Application or Services will be operable at all times. We reserve the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site, Mobile Application, Services, and the Content or any portion thereof; (2) to modify or change the Site, Mobile Application, Services, and the Content or any portion thereof, and any applicable policies or terms; and (3) to interrupt the operation of the Site and Mobile Application and/or provision of Services and the Content, or any portion thereof, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

THESE DISCLAIMERS ARE INDEPENDENT OF ANY OTHER TERM IN THESE TERMS OF USE.

LIMITATION OF REMEDIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE AND MOBILE APPLICATION, WITH THE DELAY OR INABILITY TO USE THE SITE, MOBILE APPLICATION, SERVICES, OR THE CONTENT, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY CONTENT, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE AND MOBILE APPLICATION, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE AND MOBILE APPLICATION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE COMPANY PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN THE EVENT OF ANY PROBLEM WITH THE SITE, MOBILE APPLICATION, SERVICES OR ANY OF THE CONTENT OR MATERIALS, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE SITE, MOBILE APPLICATION AND SERVICES. UNDER NO CIRCUMSTANCES SHALL THE COMPANY PARTIES BE LIABLE IN ANY WAY FOR YOUR USE OF THE SITE, MOBILE APPLICATION, SERVICES OR ANY OF THE CONTENT OR MATERIALS, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, ANY INFRINGEMENT BY ANY CONTENT OR MATERIALS OF THE INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PARTIES, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT OR MATERIALS.

PRODUCT DISCLAIMER

WHILE WE WORK TO ENSURE THAT PRODUCT/PROGRAM/SERVICES INFORMATION IS CORRECT, ON OCCASION AFFILIATES TO THE SERVICES MAY ALTER PRODUCTS, FUNCTION OR PRICING. ACTUAL PRODUCT PACKAGING, MATERIALS AND FUNCTIONALITY MAY CONTAIN MORE AND/OR DIFFERENT INFORMATION THAN THAT SHOWN HEREIN. FOR THESE REASONS YOU SHOULD NOT RELY ON THE INFORMATION PRESENTED, BUT SHOULD ALWAYS VERIFY WITH THE PROVIDER OF THE PRODUCT OR SERVICE, BEFORE USING OR PURCHASING A PRODUCT OR SERVICE. FOR ADDITIONAL INFORMATION ABOUT A PRODUCT OR SERVICE, PLEASE CONTACT THE AFFILIATE OR PROVIDER. THE COMPANY AND ITS THIRD PARTY AFFILIATE, ITS CONTENT PROVIDERS, AND ITS AFFILIATES DO NOT ASSUME ANY LIABILITY FOR INACCURACIES, MISSTATEMENTS, OR OMISSIONS.

YOU ACKNOWLEDGE AND AGREE THAT ANY DATA, INFORMATION OR CONTENT CONTAINED IN OR MADE AVAILABLE VIA THE SITE AND MOBILE APPLICATION AND SERVICES IS NOT INTENDED AS GUARANTEED, AS WRITTEN OR AS DISPLAYED. THE COMPANY DOES NOT, AND IS NOT RESPONSIBLE FOR, VERIFYING THE ACCURACY

OF PRODUCT OR SERVICE INFORMATION PROVIDED BY AFFILIATES OR UPLOADED BY OUR USERS TO THE SITE AND MOBILE APPLICATION.

SERVICE CONTACT:

Phone: (857) 228-1400

Fax: (857) 228-1414

[Email: customerservice@commuterbenefits.com](mailto:customerservice@commuterbenefits.com)

Postal Address: Edenred Benefits, LLC 265 Winter Street, 3rd Floor, Waltham, MA 02451

TERMINATION/ACCESS RESTRICTION

We reserve the right, in our sole discretion, to terminate your access to the Site, Mobile Application and the related Services or any portion thereof at any time, without notice.

GENERAL

To the maximum extent permitted by law, this agreement is governed by the laws of the Commonwealth of Massachusetts, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in Boston, Massachusetts, U.S.A. in all disputes arising out of or relating to the use of the Site and Mobile Application. Use of the Site and Mobile Application is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms of Use, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of these Terms of Use or use of the Site and Mobile Application. The Company's performance of these Terms of Use is subject to existing laws and legal process, and nothing contained in these Terms of Use is in derogation of the Company's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or Mobile Application or information provided to or gathered by us with respect to such use. If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. This agreement, together with our Privacy Policy [click here](#) constitutes the entire agreement between you and the Company with respect to the Site or Mobile Application and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and the Company with respect to the Site and Mobile Application. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Any rights not expressly granted herein are reserved.

COPYRIGHT AND TRADEMARK NOTICES

All contents of the Site and Mobile Application are the property of Edenred Benefits, LLC. All rights reserved.

TRADEMARKS

The names of the Company's affiliates and products mentioned herein may be the trademarks of their respective owners.