

# Terms and Conditions

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**2. Registration; Customer Accounts; Use of Sites.** Certain services offered on or through the Sites require you to first open an account. You are responsible for maintaining the confidentiality of your account information, including your password, and for all activity that occurs under your account. You agree to notify the Sites immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by the Sites or any other user of the Sites due to someone else using your password or customer account. You may not use anyone else's password or customer account at any time. You may not attempt to gain unauthorized access to the Sites. Should you attempt to do so, assist others in making such attempts, or distributing instructions, software or tools for that purpose, then your customer account will be terminated. You agree to provide us with accurate, current and complete information about yourself and your billing information as prompted by the registration process. You may update any of your account information, designate a different credit card to be billed, or change the applicable expiration date on your currently designated credit card, by selecting the appropriate link. You may not use any automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy, probe, test or monitor any portion of the Sites or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Sites or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Sites. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Sites or any of the systems or networks comprising or connected to the Sites.

You also agree that the Sites, in its sole discretion and without prior notice to you, can terminate your access to the Sites and your account for any reason, including without limitation: (1) attempts to gain unauthorized access to the Sites or assistance to others' attempting to do so, (2) overcoming software security features limiting use of or protecting any Content, (3) discontinuance or material modification of the Sites or any service offered on or through the Sites, (4) violations of this Terms of Use, (5) failure to pay for purchases, (6) suspected or actual copyright infringement, (7) unexpected operational difficulties, or (8) requests by law enforcement or other government agencies. **You agree that the Sites will not be liable to you or to any third party for termination of your access to the Sites.**

**3. Consent To Collection, Use & Disclosure of Your Personal Information.** You must disclose certain Personally Identifiable Information to use our Sites, register, and make purchases. As a condition of registering with our Sites or making any purchases of any products and/or services or conduct any transactions, you represent that you have first read our Privacy Policy and consent to the collection, use and disclosure of your Personally Identifiable Information and Non-Personally Identifiable Information as described in our Privacy Policy. Our Privacy Policy's terms and conditions will change from time to time, and as a condition of browsing the Sites, using any features or making any purchase, you agree that you will first review our Privacy Policy prior to making any initial or subsequent purchases.

While the Sites take reasonable steps to safeguard and to prevent unauthorized access to your personal information, we cannot be responsible for the acts of those who gain unauthorized access, and we make no warranty, express, implied, or otherwise, that we will prevent unauthorized access to your private information. IN NO EVENT SHALL THE SITES OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES (WHETHER CONSEQUENTIAL, DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR OTHERWISE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, A THIRD PARTY'S UNAUTHORIZED ACCESS TO YOUR PERSONAL INFORMATION, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, STRICT LIABILITY, TORT OR OTHER THEORIES OF LIABILITY, AND ALSO REGARDLESS OF WHETHER THE SITES WERE GIVEN ACTUAL OR CONSTRUCTIVE NOTICE THAT DAMAGES WERE POSSIBLE.

**4. Consent To Our Communication With You By E-Mail.** *By establishing an account with us, and each time you make a purchase through our Sites, you grant permission for the Sites to contact you at your e-mail address. To stop receiving our marketing emails, send an e-mail to us at [support@thebumpcard.com](mailto:support@thebumpcard.com) or follow the opt-out procedures set forth in such marketing emails.*

## **5. Digital Downloads.**

**Authorized End Users.** In addition to the requirements of Section 6 of this Terms of Use, you must meet all of the following requirements to download any Digital Downloads: ( i ) your computer and other Approved Electronic Devices (defined below) must all be physically located in the United States, (ii) any Digital Downloads that you purchase may only be downloaded to your Primary Computer (defined below) or transferred to Secondary Computers (defined below) or Portable Devices (defined below), and (iii) you must first be a registered user of these Sites and in full compliance with this Terms of Use.

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**6. Methods of Payment, Credit Card Terms and Taxes.** All payments must be made by VISA, MasterCard, American Express, Discover, PayPal, Apple Pay, Google, Business checks and government credit cards (each of which may be removed by the Sites in their sole discretion). Unless expressly set forth on the Sites, we do not accept any other payment form. If we offer or accept any other form of payment, you hereby agree to all restrictions, terms and conditions associated with such additional form of payment. Your card issuer agreement governs your use of your designated card, and you must refer to that agreement and not this Terms of Use to determine your rights and liabilities as a cardholder. **YOU, AND NOT THE SITES, ARE RESPONSIBLE FOR PAYING ANY UNAUTHORIZED AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY.** You agree to pay all fees and charges incurred in connection with your purchases (including any applicable taxes) at the rates in effect when the charges were incurred. Unless you notify the Sites of any discrepancies within sixty (60) days after they first appear on your credit card statement, you agree that they will be deemed accepted by you for all purposes. If the Sites do not receive payment from your credit card issuer or its agent, you agree to pay all amounts due upon demand by the Sites or its agents. You are responsible for paying any governmental taxes imposed on your purchases, including, but not limited to, sales, use or value-added taxes. The Sites shall automatically charge and withhold the applicable sales tax for orders to be delivered to addresses within Tennessee and any other states or localities that it deems are required. If your check is returned for insufficient funds, you will be charged a \$29.00 returned check fee.

**7. Order Acceptance Policy.** Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. The Sites reserve the right at any time after receipt of your order to accept or decline your order for any reason. The Sites further reserve the right any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item. Your order will be deemed accepted by the Sites upon shipment of products or performance of services that you have ordered, or upon the completion of the license and delivery of a Digital Download, as indicated by our servers. Title to goods passes to you upon delivery to the common carrier. All orders placed over \$1000.00 (U.S.) must obtain pre-approval with an acceptable method of

payment, as established by our credit and fraud avoidance department. We may require additional verifications or information before accepting any order.

**8. No Responsibility To Sell Mispriced Products Or Services.** The Sites shall have the right to refuse or cancel any orders placed for products and/or services listed at an incorrect price, rebate or refund, or containing any other incorrect information or typographical errors. The Sites shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, the Sites shall immediately issue a credit to your credit card account in the amount of the charge.

**9. Modifications to Prices or Billing Terms.** THE SITES RESERVE THE RIGHT, AT ANY TIME, TO CHANGE ITS PRICES AND BILLING METHODS FOR PRODUCTS OR SERVICES SOLD, EFFECTIVE IMMEDIATELY UPON POSTING ON THE Sites OR BY E-MAIL DELIVERY TO YOU.

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**13. Policy to Terminate Privileges for Copyright Infringement.** Pursuant to 17 U.S.C. § 512 as amended by Title II of the Digital Millennium Copyright Act (the "*Act*"), the Sites will terminate the account of any customer, or vendor who uses his or her privileges to unlawfully transmit copyrighted material without a license, valid defense or fair use privilege to do so. After proper notification by the copyright holder or its agent to the Sites and later confirmation through court order or an admission by the customer that an account has been an instrument of unlawful infringement, The Sites will terminate the infringing customer's account. The Sites may also in its sole discretion decide to terminate a customer's account privileges prior to that time if it has good belief that infringement has in fact occurred. In addition, pursuant to 17 U.S.C. § 512(c), The Sites have implemented procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Act. The Sites respect the intellectual property of others and we ask other to do the same.

**14. Subscription Cancellations and Refunds.** There is no contract signed by the user, therefore users may cancel at any time without penalty. Cancellations must be requested by email to: support@5pcglobal.com no less than 72 hours before users next autoship date. *No refunds will be issued on subscriptions after payment has processed.* Refund policy for physical products is covered in the return policy document.

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