# **Super Saver Plus – Terms of Service**

Effective Date: July 20<sup>th</sup>, 2025

**Plain-English Overview (non-binding summary):** Super Saver Plus ("SSP") offers digital discount memberships that help fundraising organizations raise money quickly (including our "Power Hour" campaign format), along with tools for independent contractors / affiliates to promote memberships and earn referral compensation. These Terms form a legal agreement between you and us. Please read them carefully. The legally binding language is below; the overview is for convenience only.

# 1. Acceptance of These Terms

By accessing or using the Super Saver Plus website located at <a href="https://supersaver.plus">https://supersaver.plus</a> (the "Site"), creating an account, purchasing a membership, participating in a fundraising campaign, or joining our contractor/affiliate program (collectively, the "Services"), you agree to be bound by these Terms of Service (the "Terms") and our Privacy Policy. If you do not agree, do not use the Services.

If you are using the Services on behalf of an organization (school, team, club, booster group, nonprofit, business, etc.), you represent that you are authorized to bind that organization, and "you" includes the organization.

# 2. Key Definitions

- "Account" A registered user profile used to access memberships, fundraising dashboards, referral links, or payout information.
- "Affiliate" / "Contractor" An individual or entity approved by SSP to promote memberships, onboard organizations, and/or earn referral compensation.
- "Campaign" A fundraising effort run by an organization using SSP tools and/or promotional materials.
- "Member" An end user granted access to the Super Saver Plus discount membership in exchange for payment or a qualifying donation.
- "Organization Admin" The individual(s) who create or manage a Campaign on behalf of an organization.
- "Digital Asset Payouts" Referral or other compensation sent in USDC or another supported digital asset to a wallet address you provide.

# 3. Eligibility

You must be at least 18 years of age (or the age of majority in your jurisdiction) to open an Account, act as an Organization Admin, or enroll as an Affiliate/Contractor. Minors may become Members through a parent/guardian or through an Organization-led fundraiser, but any payment information must be provided by an adult.

By using the Services, you represent and warrant that: (a) you have the legal capacity to enter into these Terms; (b) you are not barred from using the Services under applicable law; and (c) all information you submit is accurate and complete.

# 4. Description of the Services

Super Saver Plus provides:

- 1. **Digital Discount Memberships** Access to deals, coupons, and discounts from participating merchants and service providers. Availability varies by merchant location, participation status, and time.
- 2. **Fundraising Campaign Tools** Materials and processes (including the "Power Hour" rapid fundraising format) that enable organizations to raise funds by selling or distributing SSP memberships.
- 3. **Referral / Affiliate Compensation Program** A multi-tier referral structure that rewards Affiliates/Contractors for directly and indirectly driving paid memberships or approved Campaigns. Payouts may be in fiat currency, digital assets (e.g., USDC), or other methods we support.
- 4. **Organization Reporting & Tracking** Dashboards to monitor memberships sold, funds raised, and referral performance.

Features may change, be limited, or be withdrawn at any time (see Section 23).

## 5. Account Registration & Security

Some Services require an Account. When you register, you agree to:

- Provide accurate, current, and complete information.
- Keep credentials confidential and secure.
- Promptly update account information if it changes (email, payment info, wallet address, tax details, etc.).
- Notify us immediately of any unauthorized access.

You are responsible for all activity under your Account. We reserve the right to suspend or terminate Accounts that appear fraudulent, inactive for extended periods, or in violation of these Terms.

### 6. Membership Purchases, Donations & Pricing

#### 6.1 Membership Access

When you purchase (or receive through a qualifying donation) a Super Saver Plus membership, you obtain a **limited**, **revocable**, **non-transferable license** to access participating discounts for the stated membership term (e.g., 12 months), subject to merchant availability and these Terms.

#### 6.2 Pricing & Currency

Prices are shown at checkout and may vary by Campaign, promotion, group purchase, or region. All prices are subject to change before purchase. Taxes may apply and will be shown where required.

#### **6.3 Donations Linked to Memberships**

In fundraising scenarios, a portion of the purchase price (or donation amount) may go to the sponsoring organization. We disclose or make available reporting to Organization Admins; organizations are responsible for how their funds are used.

#### 6.4 Auto-Renewal (Optional)

If we offer auto-renewal and you opt in, your membership renews automatically at the thencurrent rate until you cancel (instructions provided in your Account or renewal notice). You authorize recurring charges to your selected payment method.

#### 6.5 Refunds

Refund policies vary by campaign type and payment method. Unless required by law or expressly stated at purchase, memberships are **non-refundable** once delivered/activated. Where refunds are allowed, merchant savings already redeemed may reduce any eligible refund.

## 7. Payment Processing

Payments may be processed by third-party providers (e.g., card processors, crypto gateways, wallet services). By submitting payment information, you authorize those providers to process the transaction and share limited information with us (transaction status, amount, identifiers) needed to fulfill your order.

We do **not** store full payment card data on our servers. Payment details are handled by compliant third-party processors. Their terms and privacy practices apply.

## 8. Referral / Affiliate / Contractor Program

#### 8.1 Enrollment & Approval

Enrollment is subject to application and approval. We may approve, conditionally approve, or decline participation at our sole discretion.

#### 8.2 Referral Structure

We currently operate (or may offer) a **multi-tier referral structure** (e.g., direct, indirect, and extended tier). Exact tier counts, qualification rules, and payout amounts are defined in your **Affiliate Program Schedule** or dashboard and may change with notice. Do not rely on historical tier amounts; only current posted program terms apply.

#### 8.3 Tracking & Attribution

Referrals may be tracked using links, codes, cookies, organization attribution, or manual adjustments. Tracking accuracy can be affected by device settings, ad blockers, time delays, user errors, or offline conversions. Our internal records are the system of record for payout eligibility.

#### **8.4 Payouts (Including USDC)**

Approved Affiliate earnings may be paid in fiat, USDC, or another supported method. When providing a digital wallet address:

- Double-check accuracy—transactions to the wrong address may be unrecoverable.
- Network fees and minimum payout thresholds may apply.
- We reserve the right to require identity verification and tax reporting forms before release of funds.

#### 8.5 Compliance With Laws & Messaging Rules

Affiliates must comply with all applicable marketing, advertising, privacy, texting, and email laws (e.g., CAN-SPAM, TCPA, anti-spam regulations in relevant jurisdictions). No deceptive claims, false fundraising representations, or unauthorized use of SSP trademarks.

#### 8.6 Termination of Affiliate Status

We may suspend or terminate Affiliate/Contractor accounts for spam, fraudulent activity, misrepresentation of campaign benefits, or other violations.

### 9. Fundraising Campaign Use

Organizations using SSP agree to:

- Accurately represent how funds will be used.
- Use approved branding and campaign copy unless otherwise authorized.
- Provide a point of contact able to respond to donor/member questions.
- Disclose any local/state fundraising registration or compliance obligations (you are responsible for meeting them).

We may provide suggested campaign language (e.g., for a "Power Hour" event). You are responsible for ensuring that the language complies with applicable fundraising and charitable solicitation laws in your jurisdiction.

# 10. Merchant Offers & Third-Party Deals

Membership benefits consist of discounts offered by independent third-party merchants. Merchant participation, discount amounts, geographic availability, blackout dates, and redemption rules are controlled by the merchants—not SSP. Offers may change or end without notice.

SSP is **not** responsible for the goods or services you receive from merchants. All merchant transactions occur directly between you and the merchant and are subject to that merchant's terms, policies, and warranties.

## 11. User Content; Feedback

You may be able to submit testimonials, success stories, organization logos, fundraising copy, or other content ("User Content"). By submitting User Content, you grant SSP a worldwide, nonexclusive, royalty-free license (with rights to sublicense) to use, reproduce, display, adapt, and distribute that content in connection with the Services, marketing, and case studies. You represent that you have the rights needed to grant this license.

If you send suggestions, ideas, or improvement requests ("Feedback"), we may use them without restriction or compensation.

# 12. Acceptable Use Policy

You agree **not** to:

- Use the Services for unlawful, fraudulent, or misleading purposes.
- Represent that money raised is tax-deductible unless you are authorized and it is accurate.
- Send unsolicited or bulk commercial messages that violate anti-spam laws.
- Attempt to interfere with Service operations, bypass security, or scrape data without permission.
- Misuse referral links (self-referrals, manufactured transactions, bot traffic, coupon abuse).
- Use the discounts for commercial resale or bulk redemption unless specifically authorized.

We may investigate suspected violations and cooperate with law enforcement.

# 13. Intellectual Property

All content on the Site and in the Services—including text, graphics, logos, campaign materials, training guides, software, and data compilations—is owned by or licensed to Super Saver Plus and protected by intellectual property laws. You receive a limited license to access and use the Site for its intended purposes; no transfer of ownership occurs.

You may download and print approved marketing materials we provide **solely** for promoting authorized fundraising Campaigns or memberships. Modification requires prior written approval.

# 14. Privacy

Use of the Services is governed by our <u>Privacy Policy</u>, which explains what data we collect, how we use it, and your choices. By using the Services, you consent to the collection and use of information as described there.

# 15. Digital Asset (USDC) Payout Terms

From time to time we may allow referral or contractor compensation in USDC or other supported digital assets. Additional terms apply:

- 1. **Wallet Responsibility** You are solely responsible for supplying a correct, compatible wallet address on the correct blockchain/network.
- 2. **Irreversibility** Blockchain transfers are typically final. We cannot guarantee recovery of funds sent to an incorrect or incompatible address.
- 3. **Conversion & Volatility** The value of digital assets may fluctuate. Payout values are determined at the time we initiate the transfer using the reference rate specified in the Affiliate Program Schedule.
- 4. **Compliance & Screening** We may screen wallet addresses or require identity / sanctions checks. Transfers may be delayed or blocked if required by law.
- 5. **Fees & Minimums** Network fees reduce the amount you receive. Minimum payout thresholds apply.

# 16. Taxes & Reporting

You are responsible for all taxes arising from payments you receive or purchases you make through the Services, including income, sales/use, VAT, GST, or charitable reporting obligations. Where required (e.g., U.S. Form 1099-NEC for contractors), we may collect tax forms and report payments to tax authorities.

We do not provide tax, legal, or accounting advice. Consult your professional advisors regarding tax treatment of donations, membership purchases, or compensation you earn.

# 17. Communications; Consent to Electronic Communications

By creating an Account, purchasing a membership, or participating in a Campaign, you consent to receive emails, in-app notices, and (where you opt in) SMS/text messages related to transactions, campaign reminders, payout notices, and promotional updates. You may opt out of marketing emails at any time via unsubscribe links. Transactional or legally required messages may still be sent.

SMS messaging frequency may vary. Message & data rates may apply. Check with your carrier.

#### 18. Disclaimers

THE SERVICES (INCLUDING DISCOUNT DATA, CAMPAIGN TOOLS, DASHBOARDS, AND MERCHANT OFFERS) ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMITTED BY LAW, SSP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

We do not guarantee that: (a) specific savings will be available; (b) merchants will honor any particular offer; (c) fundraising targets will be met; (d) referral tracking will be error-free; or (e) the Services will be uninterrupted, secure, or free of defects.

### 19. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL SSP, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, LOST SAVINGS, LOST DATA, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE SERVICES) ARISING OUT OF OR RELATED TO THE SERVICES OR THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OUR TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THE SERVICES OR THESE TERMS WILL NOT EXCEED THE GREATER OF: (A) THE AMOUNTS YOU PAID TO SSP FOR MEMBERSHIPS DURING THE 6 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (B) ONE HUNDRED U.S. DOLLARS (US \$100).

Some jurisdictions do not allow certain exclusions or limitations; portions of this section may not apply to you.

#### 20. Indemnification

You agree to defend, indemnify, and hold harmless Super Saver Plus and its affiliates, directors, officers, employees, agents, and partners from and against any third-party claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from: (a) your use of the Services; (b) your Campaign representations; (c) User Content you submit; (d) your violation of these Terms; or (e) your violation of applicable laws.

We reserve the right to assume exclusive defense and control of any matter subject to indemnification, and you agree to cooperate fully.

### 21. Dispute Resolution; Arbitration; Venue

Please read this section carefully—it affects your legal rights.

#### 21.1 Informal Resolution First

Before filing any claim, you agree to contact us at <u>support@supersaver.plus</u> so we can attempt to resolve the issue informally within 30 days.

#### 21.2 Binding Arbitration (U.S. Users)

Except for claims that qualify for small-claims court or requests for injunctive relief to protect intellectual property, any dispute arising out of or relating to these Terms or the Services will be resolved by **binding arbitration** administered by Arbitration Provider under its applicable rules. The arbitration will be conducted in Saint George, Utah, unless the arbitrator permits remote proceedings.

#### 21.3 Class Action Waiver

YOU AND SSP AGREE THAT DISPUTES WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED.

#### 21.4 Governing Law

These Terms are governed by the laws of the State of Utah, without regard to conflict-of-law principles, except where preempted by federal law.

If you are outside the United States, alternative dispute processes may apply; contact us to discuss.

# 22. Suspension; Termination

We may suspend or terminate your Account (and any associated memberships, Campaigns, or affiliate status) at any time, with or without notice, if we believe you have violated these Terms, engaged in fraud, compromised user data, or posed a legal or security risk.

You may cancel your Account at any time by following the instructions in your Account settings or contacting us. Certain provisions survive termination, including Sections 11–21 and any payment obligations incurred before termination.

# 23. Changes to the Services & These Terms

We may update the Services, pricing, program rules, or these Terms from time to time. When we make material changes, we will post the updated Terms on the Site and update the Effective Date. We may also notify registered users by email or dashboard notice. Your continued use of the Services after changes become effective constitutes acceptance of the revised Terms.

#### 24. International Users

If you access the Services from outside the United States, you are responsible for compliance with local laws. Some features (including crypto payouts, tax reporting, and certain merchant offers) may not be available in all regions.

# 25. Severability

If any provision of these Terms is held unenforceable, that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions will remain in full force and effect.

### 26. Entire Agreement

These Terms, together with the Privacy Policy and any applicable Program Schedules (e.g., Affiliate Compensation Schedule, Campaign Guidelines), constitute the entire agreement between you and SSP regarding the Services and supersede all prior or contemporaneous agreements on the subject.

#### 27. Contact Us

**Super Saver Plus LLC** 

Email: support@supersaver.plus