

Valor Merchant Terms

Effective Date: October 10, 2024

These Merchant Terms (the "Terms") contain the legal terms and conditions that govern the provision and use of the services specified in an Order.

BY MUTUALLY EXECUTING ONE OR MORE ORDER FORMS WITH VALOR THAT REFERENCE THESE TERMS, YOU ("YOU" OR "MERCHANT") AGREE TO BE BOUND BY THESE TERMS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THE AGREEMENT; IF YOU ARE ENTERING INTO THE AGREEMENT ON BEHALF OF AN ORGANIZATION OR ENTITY, REFERENCES TO "MERCHANT" AND "YOU" IN THE AGREEMENT REFER TO THAT ORGANIZATION OR ENTITY.

1. Definitions

- **"Agreement"** refers to these Merchant Terms, each applicable Order, and each exhibit, schedule, and addendum attached hereto or referencing these Terms, as well as all documents incorporated herein by reference.
- **"Authorized User"** refers to an individual authorized by you to use our Services, for whom you have ordered our Service, and to whom you (or we at your request) have supplied a user identification and password. Authorized Users may include your employees, consultants, contractors, and agents.
- **"Valor,"** "we," "our," or "us" refers to Valor Inc., a Delaware Corporation.
- **"Merchant"** refers to you, as the customer who uses Valor Services at your merchant location(s).
- **"Merchant Data"** refers to any files, images, text, emails, data, or other information submitted by you as Merchant, including without limitation your business name, address, contact information, transaction details, etc.
- **"Services"** refers to the products and services ordered by you under an Order and made available by us, including the Valor merchant dashboard and related features.
- **"Order"** refers to an ordering document specifying the Services to be provided hereunder that is entered into between You and Us, including any addenda and supplements thereto.

2. Responsibilities

2.1 Provision of Valor Services. During the Term of this Agreement, Valor will provide the Services described in the Order. Valor will use reasonable efforts to operate the Services in a continuous manner, subject to periodic interruptions for maintenance, software updates, or other necessary adjustments.

2.2 Customer Support. Valor will provide support to the Merchant in line with its then-current technical support standards. Please contact us at merchantsupport@joinvalor.com

3. Use of Valor Services

3.1 General Responsibilities. You will:

- (a) Ensure that you and your Authorized Users comply with these Terms,
- (b) Maintain the accuracy, quality, and legality of Merchant Data,
- (c) Use reasonable efforts to prevent unauthorized access to the Services, and promptly notify us of any such access,
- (d) Use the Services in compliance with all applicable laws, including privacy and data security laws.

3.2 Usage Restrictions. You will not:

- (a) Use the Services or Valor Data for the benefit of anyone other than you or your Authorized Users,
- (b) Submit materials that are infringing, libelous, or unlawful,

- (c) Interfere with the performance of the Services.

4. Fees and Payment Terms

4.1 Fees: You agree to pay all fees specified in an Order for the term specified in the Order, and any additional Services obtained through renewals, additional Orders, and/or revised Orders.

4.2 Invoicing and Payment: Unless otherwise stated on the Order, invoiced charges are due on receipt. You are responsible for providing complete and accurate billing and contact information to us and notifying us of any changes to such information. If any invoiced amount is not received by us upon receipt, we reserve the right to send the outstanding balance to a debt collection agency. The debt collection agency may impose additional interest and late fees, in accordance with applicable law. You shall also be liable for any reasonable collection costs and expenses, including attorneys' fees, incurred by us or the collection agency in recovering undisputed past due amounts.

4.3 Taxes. Our fees do not include any taxes. You are responsible for paying all applicable taxes associated with your use of the Services.

5. Proprietary Rights and Licenses

5.1 License Grant. During the Term, we grant you a non-exclusive, non-transferable license to use the Services solely for internal business purposes.

5.2 Merchant Data Ownership. Merchant retains ownership of all Merchant Data but grants Valor a license to use, store, and analyze this data to provide the Services.

6. Confidentiality and Privacy

6.1 Confidential Information. Each party agrees to protect the other party's confidential information. Valor may disclose Merchant Data to third-party service providers as necessary to deliver the Services.

6.2 Privacy. Valor processes personal data in compliance with applicable data privacy laws.

7. Term and Termination

7.1 Term. This Agreement will continue during the period set forth in the Order (the "Initial Term") and will automatically renew unless either party provides notice of non-renewal.

7.2 Termination for Cause. Either party may terminate this Agreement for material breach or bankruptcy.

7.3 Data Portability. Upon termination, we will make your data available for export for a limited time.

8. Limitation of Liability

8.1 Liability. In no event will Valor's aggregate liability exceed the total amount paid by Merchant for the Services.

9. General Provisions

9.1 Assignment. You may not assign this Agreement without our written consent.

9.2 Governing Law. This Agreement is governed by the laws of California.

9.3 Arbitration. Disputes will be resolved by binding arbitration in San Diego, CA.

Valor Terms of Service

Effective Date: September 25, 2024

This website (the "Site") is operated by God Bless the USA Inc., doing business as Valor ("Valor", "we", "us" and "our"). By visiting the Site or using the Valor services (collectively, the "Service(s)"), you agree to be bound by these Terms of Service ("Terms of Service" or "Terms"), including the additional terms and conditions and policies referenced herein (such as Valor's Privacy Policy). Please read these Terms of Service carefully before accessing or using the Services.

THESE TERMS INCLUDE PROVISIONS THAT LIMIT OUR LIABILITY AND REQUIRE INDIVIDUAL ARBITRATION FOR ANY POTENTIAL LEGAL DISPUTE. If you do not agree to all the terms and conditions of these Terms of Service, you may not access the Site or use the Services.

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence. Any new features or tools added to the current Services will also be subject to these Terms of Service.

SECTION 1 – GENERAL DESCRIPTION OF SERVICE

The Service allows eligible military community members to access discounts, rewards, or offers made available by third-party merchants ("Merchants"). Valor does not control the information merchants display and is not a re-seller or distributor of any products or services for merchants. All products you purchase from a Merchant are priced, fulfilled, or serviced by the applicable Merchants, not Valor. Valor is not responsible or liable for any claims, pricing errors, inaccurate descriptions, improper charges, or other errors from the Merchants.

SECTION 2 – TRANSACTION SERVICES

In connection with your Valor account, you may link your bank account through Plaid to access discounts from participating Valor merchants. By doing so, you authorize Valor to use transaction data to identify purchases made at Valor merchants, ensuring that you receive the appropriate discounts.

We may also use third-party services to improve the user experience, help identify bugs, and ensure the smooth operation of the platform.

SECTION 3 – SECURITY AND PRIVACY

Your submission of personal information related to linking bank accounts through Plaid is governed by our Privacy Policy. Valor uses bank-grade encryption through our partner, Plaid, to ensure the security of your financial data when linking your account. We want to make it very clear: Valor will never share or sell your sensitive information, such as your name, date of birth, or other personal financial information related to the use of Plaid.

SECTION 4 – ACCOUNTS AND PASSWORDS

If the Service requires setting up an account with Valor, you are solely responsible for maintaining the confidentiality of your account and password. You agree to notify Valor immediately of any unauthorized use of your account. Valor is not responsible for any errors or delays caused by incorrect, outdated, or incomplete information provided by you.

SECTION 5 – ACCEPTABLE USE

By using Valor, you agree not to engage in prohibited conduct, such as:

- Creating multiple Valor accounts as a single user;
- Engaging in fraudulent, threatening, or obscene behavior;
- **Double dipping**, which means claiming military discounts through Valor and also asking for them in person. Taking advantage of the generosity of businesses on Valor is strictly prohibited and can result in account suspension and a permanent ban from using Valor.

SECTION 6 – NO MEMBER FEES

At Valor, we believe the military community should never have to pay to access the hard-earned savings they deserve. We do not charge any fees to members when transferring funds to their checking accounts. You will never be charged for cashing out or accessing your savings.

SECTION 7 – MILITARY ELIGIBILITY VERIFICATION

Valor verifies military status to ensure that only eligible members of the military community, including active duty, veterans, and their families, can access these exclusive discounts. This verification process is conducted through Quandis or SheerID for dependents, and we may also use Plaid to verify that the bank account linked is associated with the military ID used during sign-up.

SECTION 8 – MODIFICATIONS AND SERVICE MONITORING

We may amend these Terms at any time, with notice that we deem reasonable under the circumstances. The Revised Version will be effective as soon as it's communicated but will not apply retroactively. Your continued use of the Service after posting of a Revised Version constitutes your acceptance of the changes.

Our Services change from time to time, and we reserve the right to modify, suspend, or discontinue any part of the Service without notice. These Terms apply to all updates, and we are not liable for any interruptions due to changes or updates.

SECTION 9 – DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee that your use of the Service will be uninterrupted, timely, secure, or error-free. The Service is provided "as is" and "as available" without any warranties, express or implied.

To the fullest extent permitted by applicable law, we will not be liable for any indirect, incidental, special, or consequential damages arising from your use of the Service.

SECTION 10 – COMMUNICATIONS

You agree that we and our service providers may communicate with you regarding your Valor account by text message or other electronic means. We are not responsible for delayed or undelivered messages. If you wish to stop receiving communications, text STOP in response to any message or update your preferences in your account settings.

SECTION 10 – ERRORS, INACCURACIES, AND OMISSIONS

There may occasionally be information in the Service that contains typographical errors or inaccuracies related to product descriptions, pricing, or promotions. We reserve the right to correct any errors without prior notice.

SECTION 11 – ARBITRATION

By using Valor, you agree to resolve any disputes through binding arbitration in San Diego, California. You waive your right to participate in class action lawsuits.

SECTION 12 – GOVERNING LAW

These Terms of Service are governed by and construed in accordance with the laws of California.

SECTION 13 – INDEMNIFICATION

You agree to indemnify and hold Valor and its affiliates harmless from any claims or damages arising out of your violation of these Terms of Service or misuse of the Service.

SECTION 14 – NOTICE FOR CALIFORNIA USERS

Under California Civil Code Section 1789.3, users of the Services from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may contact us at God Bless the USA Inc., DBA Valor, 321 10th Ave, San Diego, CA 92101, or via email at support@joinvalor.com.

SECTION 15 – YOUR PRIVACY

At Valor, our #1 priority is the privacy and security of our users. For details, please see our [Privacy Policy](#). By using the Services, you consent to our collection and use of personal data as outlined therein.

SECTION 16 – QUESTIONS? CONCERNS? SUGGESTIONS?

Please contact us at support@joinvalor.com to pose any questions regarding these Terms of Service or the Services, or to report any violations of these Terms of Service.