### Valor Terms of Service

Effective Date: October 10, 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 members of the military community to access discounts, rewards, or offers made available by third-party merchants ("Merchants"). Valor does not control the information displayed by Merchants and is not a re-seller or distributor of any products or services for any Merchants. All products you purchase from a Merchant are priced, fulfilled, or serviced by the applicable Merchants and 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 your checking account. 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, have access to 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 – 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 – ARBITRATION**

Any dispute resolution proceedings related to the Service will be conducted on an individual basis and not in a class, consolidated, or representative action. You and Valor agree to submit to personal and exclusive arbitration of disputes related to your general use of the Service.

# **SECTION 11 – GOVERNING LAW**

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

### **SECTION 12 – 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 13 – YOUR PRIVACY**

At Valor, we respect the privacy 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, specifically as it relates to Plaid for verifying bank account and transaction information.

## **SECTION 14 – CONTACT INFORMATION**

The provider of services is God Bless the USA Inc., DBA Valor, located at 321 10th Ave, San Diego, CA 92101. You may contact us via email at support@joinvalor.com