

CUT MY BILLS LLC
TERMS AND CONDITIONS
EFFECTIVE 5/01/2016

These Terms and Conditions apply to this Site (the “Site”) operated Cut My Bills LLC, an Ohio limited liability company (“Cut My Bills”) as well as any services Cut My Bills may provide to you. The use of the Site, including the provision of Cut My Bills Services (as defined below) is subject to the following terms and conditions (these “Terms and Condition”). Please read these Terms and Conditions carefully.

By using this Site or using the Cut My Bills Services, you acknowledge that you have read, understood and agree to these Terms and Conditions, the Cut My Bills Privacy Policy, which is considered a part of these Terms and Conditions, as well as any other terms, guidelines or rules that apply to any portion of this Site, without limitation or qualification. By using this site or using Cut My Bills Services, you further agree that you are responsible for compliance with any applicable laws and regulations.

If you do not agree to these Terms and Conditions, then you must exit the Site immediately and discontinue any use of the information or services obtainable or accessible through the Site.

1. Cut My Bills Services

Cut My Bills consults with individuals and organizations wishing to lower their monthly bills in the areas of, but not limited to the following services: wireless service, cable/satellite TV, internet and satellite radio services (“Service Providers”)

Signing up with our service by submitting Consumer Information authorizes Cut My Bills and all authorized Cut My Bills agents to negotiate with your Service Providers as an authorized agent on your behalf in an effort to lower your Service Provider bills (the “Cut My Bills Services”).

By using the Cut My Bills Services, you acknowledge and permit Cut My Bills to utilize the Consumer Information, as defined below, to Cut My Bills to negotiate billing rates in Cut My Bills sole and absolute discretion with your service providers at rates which are lower than your current rates.

Cut My Bills does not guarantee that the Cut My Bills Services will result in savings from any Service Provider.

2. Consumer Information

By accepting these Terms and Conditions, you agree to provide Cut My Bills accurate and current information necessary to conduct the Cut My Bills Services, including but not limited to, Service Provider names, Service Provider account identification information and passcodes,

Service Provider monthly bill statements, Service Provider security questions and answers, and any other information required by Service Providers to negotiate discounts on your behalf (“Consumer Information”).

You hereby warrant that all Consumer Information will be current, accurate and complete. You further warrant that you are the account holder with the Service Provider or an authorized agent

Your Consumer Information will only be used for the purposes set forth in our Privacy Policy.

3. Consumer Participation

Service Providers may require that you verbally authorize Cut My Bills or its authorized agents to speak or act on your behalf. If a Service Provider requires your participation for Cut My Bills to perform the Cut My Bills Services, you agree to timely provide any further verbal or written authorization to the requesting Service Provider to allow Cut My Bills to perform the Cut My Bills Services.

4. Authorization Granted to Cut My Bills

By accepting these Terms and Conditions, you acknowledge and authorize Cut My Bills and its authorized agents to:

- A. Utilize any and all Consumer Information to negotiate billing rates with your Service Providers;
- B. Negotiate with your Service Providers as an agent on your behalf;
- C. Accept or reject agreements with Service Providers on your behalf;
- D. Enter contracts binding upon you; and
- E. Act in any way necessary to accomplish the goal of obtaining lower rates for your monthly bills subject to any instructions provided in advance to Cut My Bills from you, in writing.

You acknowledge and agree that Cut My Bills is authorized to communicate with Service Providers on your behalf and make changes to your account, services, and/or features to implement discounts negotiated on your behalf or for other purposes set forth in these Terms and Conditions, our Privacy Policy, Cut My Bills’ internal purposes or for purposes otherwise agreed in writing between you and Cut My Bills.

5. Your Costs and Billing

- A. If, through the performance of the Cut My Bills Services, Cut My Bills and/or its authorized agents cannot obtain lower rates for your Service Provider monthly bills, there is no cost to you.
- B. Savings Period

The costs to you are determined separately with respect to the savings obtained from each Service Provider through the performance of the Cut My Bills Services. With respect to each negotiated monthly bill with each Service Provider, a “Savings Period” will be determined. The “Savings Period” for each such Service Provider shall be defined as the period of time from the effectivity of the negotiations with that respective Service Provider through the end of the renegotiated Service Provider agreement.

C. Cost of Cut My Bills Services

If the Savings Period for a respective Service Provider is Twelve (12) months or less, then you agree to pay the total sum of Fifty Percent (50%) of the savings obtained from that Service Provider for the Savings Period.

If the Savings Period for a respective Service Provider exceeds Twelve (12) months, you agree to pay Fifty Percent (50%) of the savings obtained from that Service Provider for the Savings Period, provided, however, that if the Savings Period exceeds Twenty Four (24) months, then you agree to pay the total sum of Fifty Percent (50%) of the savings obtained from that Service Provider over a period of Twenty Four (24) months.

All amounts owed to Cut My Bills under this section shall be defined as “Cut My Bills Fees.”

D. Timing and Method of Payment

You can choose to (i) pay Cut My Bills all of its portion of the Cut My Bills Fees upfront, in which case you would earn a ten percent (10%) discount; or (ii) pay Cut My Bills its monthly portion of the Cut My Bills Fees in each month of the Service Period in which the savings are realized.

Cut My Bills uses an online billing system. You will receive an invoice via email with a PDF statement attached. You agree to pay in accordance with the payment instructions on the Cut My Bills invoices.

E. Responsibility for Payment

By accepting these Terms and Conditions, you agree that you shall be the person responsible for any and all charges owed to Cut My Bills, regardless of the name on the Service Provider account or statement. You may submit Service Provider bills under the name of a third party, such as a spouse, family member, friend or roommate; however you are responsible for paying fees to Cut My Bills.

F. Late Fees and Returned Payments

Payment is due within 15 days of the invoice date. If payment is not received within 15 days, Cut My Bills may charge you a late fee of \$5 per month.

If your payment is returned or otherwise rejected for non-sufficient funds, fraud, or any reason, you will be responsible for paying any applicable fees, including bounced check fees, etc.

G. Non Payment and Collections

If you do not pay Cut My Bills according to these Terms & Conditions, Cut My Bills may charge you a late fee of \$5 per month. Cut My Bills also reserves the right to demand payment in full if you are delinquent in paying monthly.

Cut My Bills reserves the right to turn delinquent accounts over to collection agencies and/or report overdue balances to credit bureaus, including Experian, TransUnion and Equifax. If Cut My Bills engages a collection agency or report your debt to credit bureau(s), Cut My Bills may charge a processing fee of \$25 or more, subject to the maximum allowed by law plus all costs including reasonable attorneys fees incurred in attempting collect the outstanding balance.

If Cut My Bills accepts late or partial payments, Cut My Bills does not waive its right to collect all amounts owed.

6. Cancellation of Cut My Bills Services

You may discontinue Cut My Bills Services at any time by notifying Cut My Bills through electronic mail, phone, or U.S. mail. Cancellation is effect when the e-mail, call, and/or letter is received by Cut My Bills. Cancellation does not waive outstanding balances on your account, and Cut My Bills reserves the right to request payment in full for Cut My Bills Services rendered.

Cut My Bills reserves the right to cancel your account with Cut My Bills at any time for any reason and request payment in full for services rendered through the date of cancellation.

7. Cancellation of Service Provider Agreements or Services

You must notify Cut My Bills in writing no later than thirty (30) days after your Service Provider services are cancelled in order to receive a pro-rata credit for the days remaining in the month in which your services are cancelled. If you cancel your service before all savings for a given billing period appear on your bill(s), you must send documentation within thirty (30)days after such cancellation takes effect showing the last date of service, and Cut My Bills will adjust your

invoice on a pro-rata basis taking into account the date of service cancellation. If you have paid in advance, Cut My Bills will issue you a credit to use toward future savings with Cut My Bills.

8. Prohibited Use

- A. You may not use our services or Sites other than as expressly allowed for in these Terms and Conditions.
- B. You must be at least 18 years of age to use this Site or utilize the Cut My Bills Services and must use this Site for personal, non-commercial purposes.
- C. Any commercial or promotional distribution, publishing or exploitation of our service, content, or other materials is strictly prohibited unless you have received the express written permission from authorized personnel of Cut My Bills.
- D. You are prohibited from accessing or attempting to access information and/or property of Cut My Bills that does not pertain to you, including but not limited to account information, computer equipment and networks. You must comply with all applicable laws and regulations, including but not limited to hacking, phishing, fraud and spamming.
- E. You may not impersonate another user, misrepresent yourself, or provide false information to Cut My Bills.
- F. You may not engage in any activity which encourages conduct that is unlawful, harmful, threatening, abusive, tortuous, harassing, defamatory, obscene, offensive, libelous, hateful or otherwise objectionable.
- G. You may not infringe on the rights or privacy of any person or entity.
- H. You may not transmit or communicate any content or file that is harmful or potentially damaging, including but not limited to spyware, viruses or worms.
- I. You may not attempt to decipher, decode or reverse-engineer any of the software or other electronic equipment that belongs to or is used by Cut My Bills.
- J. You may not compromise or otherwise interfere, in whole or in part, with the actions of Cut My Bills or its affiliates, directors, officers, employees and agents.

9. Privacy Policy

Your privacy is very important to Cut My Bills. Accordingly, Cut My Bills has developed this Policy for you to understand how Cut My Bills collects, uses, communicates, discloses and makes use of personal information. The following outlines Cut My Bills' privacy policy:

- A. Before or at the time of collecting Consumer Information, Cut My Bills will identify the purposes for which information is being collected;
- B. Cut My Bills will collect and use Consumer Information solely with the objective of fulfilling those purposes specified by Cut My Bills in these Terms and Conditions and for other compatible purposes, unless Cut My Bills obtains your written consent or as required by law;

- C. Cut My Bills will only retain Consumer Information as long as necessary to fulfill those purposes;
- D. Cut My Bills will collect Consumer Information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned;
- E. Consumer Information should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date;
- F. Cut My Bills will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification;
- G. Cut My Bills will make readily available to you information about our policies and practices relating to the management of Consumer Information; and
- H. Cut My Bills may permit certain third party companies to help us tailor advertising we believe may interest users and to collect and use other data about user activities on our Sites and/or Cut My Bills Services (e.g., to allow them to tailor ads on third party services). These companies may deliver ads that might also place cookies and otherwise track user behavior.

We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of Consumer Information is protected and maintained.

10. Cut My Bills is Not a Financial Advisor

Cut My Bills does not provide financial, legal or tax advice. All services or information provided to you is not intended to be financial, legal or tax advice. Before making financial decisions, you should consult with your accountant, attorney or other professional advisors who are aware of your personal circumstances.

11. Modifications

From time to time Cut My Bills reviews these Terms and Conditions to ensure that they comply with applicable law and our then-current policies and procedures. Consequently, Cut My Bills reserves the right to update and revise these Terms and Conditions at any time. You will know if these Terms and Conditions have been revised since your last visit to the Site by referring to the “Effective” date of these Terms and Conditions at the top of this page.

Your use of the Site constitutes your acceptance of the terms of these Terms and Conditions as amended or revised by us from time to time, and you should therefore review these Terms and Condition regularly to ensure that you are aware of its terms.

12. Applicable Laws

These terms and conditions, its interpretation and its application shall be governed by the laws of the State of Ohio, without taking into account its conflict of laws rules. You hereby irrevocably and unconditionally (a) consent to submit to the exclusive jurisdiction of the courts of the State of Ohio, Cuyahoga County, and of the United States of America located in the Northern District of Ohio for any action, suit or proceeding arising out of or relating to these Terms and Conditions (and you hereby irrevocably and unconditionally agree not to commence any such action, suit, or proceeding except in such courts), (b) waive any objection to the laying of venue of any such action, suit or proceeding in any such courts and (c) waive and agree not to plead or claim that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

13. Dispute Resolution

You agree that:

- A. Cut My Bills shall be deemed solely based in the State of Ohio; and
- B. Cut My Bills shall be deemed a passive website that does not give rise to personal jurisdiction over Cut My Bills, either specific or general, in jurisdictions other than the State of Ohio. These Terms and Conditions are to be governed by and construed in accordance with the internal laws of the State of Ohio, without regard for principles of conflicts of laws. Any civil action, claim, dispute or proceeding arising out of or relating to these Terms and Conditions shall be referred to final and binding arbitration, before a single arbitrator, under the commercial arbitration rules of the American Arbitration Association in Cuyahoga County, Ohio.

THEREFORE, YOU DO NOT HAVE THE OPPORTUNITY TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS AND YOU GIVE UP YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS. BY USING CUT MY BILLS YOU CONSENT TO THESE RESTRICTIONS.

You and Cut My Bills shall select the arbitrator, and if you and Cut My Bills are unable to reach agreement on selection of the arbitrator within thirty (30) days after the notice of arbitration is served, then the American Arbitration Association shall select the arbitrator. Arbitration shall not commence until the party requesting it has deposited One Thousand Dollars (\$1,000.00) with the arbitrator for the arbitrator's fees and costs. The party requesting arbitration shall advance such sums as are required from time to time by the arbitrator to pay the arbitrator's fees and costs until the prevailing party is determined or the parties have agreed in writing to an alternate allocation of fees and costs.

Judgment upon any award rendered by the arbitrator shall be final, binding and conclusive upon you and Cut My Bills and you and Cut My Bills' respective administrators, executors, legal representatives, successors and assigns, and may be entered in any court of competent jurisdiction. Notwithstanding the previous sentence, in no event shall either you or Cut My Bills be entitled to punitive, special, indirect or consequential damages and both you and Cut My Bills hereby waive your and Cut My Bills' respective rights to any punitive, special, indirect or consequential damages, including, but not limited to, damages for any loss of profit, revenue or business.

Should a dispute arise and should the arbitration provisions herein become inapplicable or unenforceable, or in any instance of any lawsuit between you and Cut My Bills, jurisdiction over and venue of any suit shall be exclusively in the state and federal courts sitting in Cuyahoga County, Ohio. You also acknowledge and understand that, with respect to any dispute with the Cut My Bills arising out of or relating to your use of the Site, purchase of the Cut My Bills Services, or these Terms and Conditions:

- YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY
- YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE; AND
- YOU MUST FILE ANY CLAIM WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE OR IT IS FOREVER BARRED.

In the event of any legal proceeding between any the party to these Terms and Conditions to enforce or defend the terms hereof, the prevailing party shall be paid all costs of such legal proceeding, including but not limited to reasonable and necessary attorney's fees, court costs, travel, etc., by the other party.

14. Third Party Links or Services

Our Site or content may mention or contain links to third party services or websites. Cut My Bills is not responsible for and does not endorse any third parties or their products/services. You are responsible and liable for any claims, offers or promotions before purchasing from or dealing with a third party, even if they are partnered or otherwise affiliated with Cut My Bills. Any transactions or dealings made by you with any third parties are exclusively between you and the third party, and Cut My Bills is not responsible for any aspect of such transactions.

15. Account Information and Login Credentials

If you create an online account with Cut My Bills, you are responsible for maintaining the security of your username and password. If you share your information with anyone, you are liable for any resulting damage or harm. If you believe your information has been compromised,

you must notify Cut My Bills immediately at cutmybills.com. You are responsible for keeping your account information current and accurate. Cut My Bills is not responsible for any other person or entity gaining access to your account, whether obtained through you, or through violation of these Terms and Conditions.

16. Disclaimer of Representations & Warranties

The Site and Cut My Bills Services are provided “as is”. Cut My Bills makes no warranties, expressed or implied, and hereby disclaims and negates all warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, Cut My Bills does not warrant or make any representations concerning the content of any discussion you may have with Cut My Bills or its authorized agents; the accuracy, results (including whether and to what extent you may realize any cost savings from your service providers), or reliability of the use of this Site; or the Cut My Bills Services.

Cut My Bills makes no representation or warranty whatsoever as to whether you may find the content of any discussion you may have with Cut My Bills or its authorized agents relevant, useful, accurate or satisfactory. Cut My Bills does not verify the skills, degrees, qualifications, credentials or background of any Cut My Bills employee or authorized agent

You expressly agree that your use of the Cut My Bills Services and Sites are at your sole risk.

17. Miscellaneous

If Cut My Bills does not exercise or enforce one or more provisions of these Terms and Conditions, Cut My Bills maintains the right to do so at a later date.

If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, the remainder of these Terms and Conditions shall remain in effect.