

Paywake Corporation Terms and Conditions

Welcome to our program that allows you to earn cash incentives for waking up at a predetermined time (the “**Program**”). This agreement (“**Agreement**”) governs your use of the Program through [Paywake.com](https://paywake.com) and related mobile and software applications (“**Company Properties**”) and your relationship with us, Paywake Corporation (“**Paywake**”). By using our service, you agree on behalf of yourself and any others who use the Program or Company Properties under your Account (as defined below), to the following conditions.

Description of the Program

The Program allows you to earn a cash incentive for verifying you are awake at a predetermined date and time (a “**Wakeup Time**”) if you agree to forfeit a predetermined amount of US dollars (the “**Forfeit Amount**”) if you fail to verify you are awake at the Wakeup Time.

If a user verifies they are awake at the Wakeup Time, they do not forfeit the Forfeit Amount and are eligible to receive a cash incentive (as described below). If a user does not verify they are awake at the Wakeup Time, the user will forfeit the Forfeit Amount.

The Program is limited to those dates and times (the “**Available Times**”) and amounts that we make available via the Company Properties. Any time you participate in the Program for an Available Time, that instance of the Program is referred to as a “**Wakeup**.” Any time you participate in the Program or a Wakeup, the rules in these terms and conditions apply.

Program Rules

Eligibility

You must be over 18 years old and reside in the United States.

You must provide us with an email address, your address in the United States, and other information we may reasonably request to verify your identity and eligibility.

You must have a valid user account with Paywake (“**Account**”).

You must have a valid US bank account connected to your Account via the Plaid and Dwolla services as described below in “Payments and your Wakeup Balance.”

You may not be an employee of Paywake or a family member of any employee of Paywake.

This program and your participation is void where prohibited (including where registration with any state regulator is required).

Enrollment and Entry

To participate in the Program and a Wakeup, you must select an Available Time from the Paywake dashboard in your Account. Once you select an Available Time, you will be prompted to select an amount that you agree to forfeit if you do not verify you are awake at the Wakeup Time. You must agree to a Forfeit Amount of at least \$3 to enter the Wakeup. We may impose a maximum amount that you are able to forfeit for any Wakeup at our sole discretion.

In order to enter a Wakeup, you must have at least the Forfeit Amount in your Wakeup Balance (see "Payments and your Wakeup Balance" below for more information on funding your Wakeup Balance).

If you successfully verify you are awake at the Wakeup Time, you are eligible to receive a cash incentive (the "**Incentive Payment**") that will equal between 1% to 12% of the Forfeit Amount. The final Incentive Payment paid to a user is determined by a number of factors in our proprietary algorithm, and we will endeavor to make the final calculation available to you at least two (2) hours before the applicable Wakeup. See "Verification you are Awake" below for more information on the verification process.

You may only enroll in one Wakeup in any 19-hour period. You must enroll in a Wakeup at least three hours and 1 minute before the applicable Available Time. For example, if you would like to enroll in a Wakeup for 7:00AM on Monday, January 31, you must enroll in the Wakeup by 3:59AM on Monday, January 1. Continuing with this example, once you enroll in a Wakeup for 7:00AM on Monday, January 31, you may not participate in another Wakeup until 2:00AM on Tuesday, February 1.

You may only enroll in two Wakeups in a 24-hour period, regardless of when the Wakeups will take place.

You may withdraw from a Wakeup or change or modify your Wakeup Time without penalty at any time until three (3) hours prior to the applicable Wakeup Time.

You will only be enrolled into a Wakeup if you receive a confirmation message via the Company Properties and a confirmation email to the email address we have on file in your Account.

We may cancel a Wakeup for any reason with notice to its participants. If for any reason we must cancel a Wakeup, you will not be required to forfeit the Forfeit Amount subject to any exceptions in these terms and conditions, including those regarding Fraud and Abuse.

We may deny enrollment into any Wakeup or remove a user from a Wakeup if we suspect you of abusing these rules and terms and conditions or posing a risk to the security of our customers or the Company Properties. If we remove a user from a Wakeup, subject to any exceptions in these terms and conditions, they will not be required to forfeit the Forfeit Amount.

Streaks Incentives

You may be eligible to receive additional incentives for entering Wakeups (a **"Streak Incentive"**). For every consecutive calendar day that you participate in a Wakeup (even if you do not earn an Incentive Payment), you are eligible to receive a 1% bonus on your next Incentive Payment, up to 25%. For example (i) if you participate in Wakeups for 2 consecutive calendar days, you are eligible for a 1% bonus on the Incentive Payment (ii) if you participate in Wakeups for 7 consecutive calendar days, you are eligible for a 6% bonus on the Incentive Payment; and (iii) if you participate in a Wakeup for 30 consecutive calendar days, you are eligible for a 25% bonus on the Incentive Payment. You will only be paid a Streak Incentive if you earn an Incentive Payment. We will display the amount of any Streak Incentive on your Account page.

Verification you are Awake

In order to verify you are awake for any Wakeup and to be eligible to receive any Incentive Payment, you will be asked to take certain actions that will be described in advance of entering the Wakeup. For example, you may be asked to take photos using your camera phone of up to 10 items commonly found in a home, such as a door handle, tooth brush, trash can, or clothing hanger and transmit them to Paywake for verification. You may be asked to take additional steps to verify you took these actions and did not enlist some other person or process to subvert the intent of the Wakeup. Only once Paywake verifies that you took photos of those items will you be eligible to receive the Incentive Payment. You are responsible for ensuring you have at least the items listed above and those listed in advance of entering the Wakeup to verify that you were awake for the Wakeup.

You are solely responsible for confirming your phone and internet connection are sufficient for this purpose and Paywake will not be responsible for any failed verification due to externalities beyond our control.

IF YOU DO NOT VERIFY YOU ARE AWAKE IN ACCORDANCE WITH THE PAYWAKE VERIFICATION PROCESS DESCRIBED ABOVE, YOU AGREE TO FORFEIT THE FORFEIT AMOUNT.

Payments and Your Wakeup Balance

In order to participate in a Wakeup, you must create an account with us where we will deduct any amounts you agree to forfeit and credit any cash incentives that you earn (your **"Wakeup Balance"**).

You may make credits and deductions to your Wakeup Balance from your linked US bank account using the Dwolla service described below.

In order to use the payment functionality of the Program, you must open a “Dwolla Account” provided by Dwolla, Inc. and you must accept the [Dwolla Terms of Service](#) and [Privacy Policy](#). Any funds held in or transferred through your Dwolla Account are held or transferred by Dwolla’s [financial institution partners](#). You must be at least 18 years old to create a Dwolla Account. You authorize Paywake to collect and share with Dwolla your personal information including full name, email address and financial information, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Dwolla Account through Paywake’s application, and Dwolla account notifications will be sent by Paywake, not Dwolla. Paywake will provide customer support for your Dwolla Account activity, and can be reached at support@paywake.com.

It is your responsibility to check your Wakeup Balance regularly to ensure that your balance and bank account details are accurate. If you believe that an amount has not been properly credited to your Wakeup Balance, you must contact support@paywake.com within ninety (90) days of the applicable Wakeup. In addition, we may make account adjustments, in its sole discretion, deemed as fraudulent, abusive, unethical, suspicious or otherwise inconsistent with these terms and conditions or any other applicable law or regulation. Our decisions are final. Should you disagree with any adjustments made to your Wakeup Balance or your Account or payments made to you, your sole remedy is to withdraw from the Program.

Taxes

You may be taxed on your receipt of the Incentive Payment and other considerations depending on the tax laws of federal, state and local jurisdictions. You will be solely responsible for any and all tax liability arising out of the consideration received in connection with your participation in the Program.

Program Restrictions

You agree that you will not, and will not permit others to: (i) damage, interfere with or overload the Program or the Company Properties; (ii) introduce into the Program or the Company Properties any code intended to disrupt the Program; (iii) alter or delete any information, data, text, links, images, and other content available through the Program (collectively, “**Content**”); (iv) access the Program or the Company Properties by expert system, electronic agent, “bot” or other automated means; (v) use scripts or disguised redirects to derive financial benefit from the Company Properties; (vi) modify, reverse engineer, reverse assemble, decompile, copy or otherwise derive the source code of the Company Properties, for any reason; (vii) provide any unauthorized third party with access to the Program; (viii) access or attempt to access confidential Content through the Company Properties; (ix) interfere with the operation of the Program; or (x) engage in any activity that does not comply with applicable law and regulations or otherwise engage in any illegal, manipulative or misleading activity through the use of the Program.

Your Account

You agree to keep your account information complete, current, and accurate by periodically updating the information through the Company Properties. You will maintain the confidentiality of your username and password which you use to access the Program. Any use of your username and password will be deemed to be your use, and we are entitled to act on instructions received under your password and we are not responsible for any actions taken by someone else who uses your password. If there is a breach of security through your Account, you will immediately change your password and notify us of such breach. You agree that, unless you have first notified us immediately of any such breach, we should assume that any instruction transmitted using your username and password is yours and has been authorized by you, and we will have no obligation to inquire into the propriety of such instruction.

Fraudulent Activity

We reserve the right to investigate any interaction with any Company Property that we believe is abusing or has abused the Program. We reserve the right to rescind any Incentive Payment or Streak Incentive that we believe, in our sole discretion, is abusing or has abused the Program, including, without limitation, by not personally verifying you are awake or by creating multiple accounts to circumvent our limitations on entering Wakeups or setting Forfeit Amounts. Any failure to comply with this Agreement, any fraud or abuse relating to Incentive Payments, or any misrepresentation of any information furnished to Paywake by you or anyone acting on your behalf may result in the termination of your Account and forfeiture of any accrued Incentive Payments. If Paywake has any reason to suspect fraudulent activity is associated with your Account, Paywake reserves the right to delay or withhold payment of any Incentive Payments and/or refer you for criminal or civil investigation by the relevant authorities. Any suspected or actual cases of fraud activity will be escalated and reviewed in accordance with our fraud process. Our decisions are final.

Intellectual Property

Program License

Subject to your compliance with these terms, Paywake grants you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the Program. All rights not expressly granted to you in these terms and conditions are reserved and retained by Paywake or its licensors or other content providers. No part of the Company Properties may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent. The licenses granted by us terminate if you do not comply with these terms and conditions.

Feedback

You may be invited to provide us feedback, suggestions, and other information about our Programs ("**Feedback**") through the Company Properties. You hereby grant to Paywake and its agents a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, perform, translate, create derivative works from, distribute and display the Feedback in any media and for any legal purpose, including, without limitation, the right to use such Feedback in advertising and promotional materials and to enhance or improve our products and services and the products and services of its affiliates.

Copyright and Trademarks

All content included in or made available through any Company Property, such as text, graphics, logos, and software is the property of Paywake or its content suppliers and protected by United States and international copyright laws. Paywake's trademarks and trade dress may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Paywake.

Disputes and Liability

Indemnification

You agree to indemnify Paywake, as well as our respective officers, directors, employees, successors, agents and affiliates, for any and all claims, damages, losses and causes of action (including attorneys' fees and court costs) arising out of or relating to your breach of this Agreement. You agree to cooperate as fully as reasonably required in our defense and/or settlement of any claim. We reserve the right, in our reasonable discretion, to assume exclusive control over the defense and settlement of any matter subject to indemnification by you.

Disputes

Informal Dispute Resolution

We would like an opportunity to address your concerns without a formal legal case. Before filing a claim against the Company, You agree to try to resolve the dispute informally by submitting your request through legal@paywake.com. We will try to resolve the dispute informally by contacting you in writing via email. If a dispute is not resolved within 30 days of submission through this form, you or Company may bring a formal proceeding.

Arbitration

You agree to arbitrate any and all disputes, claims, or controversies arising out of, in connection with, or relating to these terms, the Program, or the Company Properties. This agreement to arbitrate includes any claims against Paywake's employees, agents or any subsidiaries of Paywake. Arbitration is a method of claim resolution that is less formal than a traditional court proceeding in state or federal court. It uses a neutral arbitrator instead of a judge or jury and the arbitrator's decision is subject to limited review by courts.

All disputes concerning the arbitrability of a claim will be decided by the arbitrator. The arbitrator will also decide whether any claim is subject to arbitration. You further agree that the U.S. Federal Arbitration Act and federal arbitration law will govern the interpretation and enforcement of this agreement to arbitrate.

CLASS ACTION WAIVER: YOU AND PAYWAKE ALSO AGREE THAT EACH IS GIVING UP THE RIGHT TO A JURY TRIAL AND THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT OR REPRESENTATIVE PROCEEDING, CONSOLIDATED ACTION, OR PRIVATE ATTORNEY GENERAL ACTION.

This means that neither you nor Paywake can seek to assert class or representative claims against each other either in court or in arbitration and no relief can be awarded on a class or representative basis. The arbitrator also may not consolidate or join another person's claim with your claim or issue an order that would achieve the same result. You and Paywake further agree that if the provisions of this paragraph, known as the "Class Action Waiver," are found to be unenforceable, it cannot be severed from this arbitration agreement and the entire provision compelling arbitration shall be null and void.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THE PROGRAM AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE COMPANY PROPERTIES ARE PROVIDED BY PAYWAKE ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. PAYWAKE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE PROGRAM OR THE COMPANY PROPERTIES, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE COMPANY PROPERTIES, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THE COMPANY PROPERTIES IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY LAW, PAYWAKE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY COMPANY PROPERTY,

INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING. PAYWAKE'S AGGREGATE LIABILITY ARISING FROM THESE TERMS AND CONDITIONS FOR ANY USER WILL NOT EXCEED THE GREATER OF \$500 OR THE TOTAL AMOUNT YOU RECEIVED IN INCENTIVE PAYMENTS IN THE 12 MONTHS PRECEDING ANY SUCH CLAIM.

General Provisions

Electronic Communication

When you use Program or the Company Properties, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on this site or through the other Company Properties, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Applicable Law

By using any Company Property, you agree that applicable federal law, and the laws of the state of Washington, without regard to principles of conflict of laws, will govern these terms and conditions and any dispute of any sort that might arise between you and Paywake.

Termination

This Agreement is effective when accepted by you and will remain in effect until you or we terminate your membership in the Program. We may terminate this Agreement and your use of the Program at any time, for any reason or no reason. Any violation of this Agreement or the rules of the Program may result in the termination of your Account and forfeiture of pending or prior Incentive Payments and other rewards. We may, in our sole discretion, at any time and without prior notice, discontinue, cancel, suspend, change or limit access to all or any part of the Program or any functionality, feature or other component of any Company Property. You agree that Company will not be liable to you or to any third party for any modification, suspension, or termination of the Program or your access to any of the Company Properties. If you are dissatisfied with any aspect of the Program at any time, your sole and exclusive remedy is to cease participating in the Program. Upon any termination of the Program, your right to use and access the Program, and the Company Properties, and to receive Incentive Payments and other rewards, will terminate. Termination will not prejudice either you or our remedies at law or in equity.

Entire Agreement

These terms and conditions constitute the entire agreement between you and Paywake and govern your use of the Program or Company Properties and supersede any prior agreements between you and Paywake with respect to the Program or the Company Properties (including any earlier versions of this Agreement that may have been accepted by you).

Waiver and Severability of Terms

Any waiver or failure to enforce any provision of this Agreement will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement is held to be invalid, that invalidity shall not affect the remaining provisions, except as otherwise stated.

Assignment

You may not assign, transfer, or otherwise dispose of your rights and obligations under this Agreement, in whole or in part, without our prior written consent, and any such assignment without such consent will be null and void.

Our Address

You may contact us at:

Paywake Corporation

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Dover DE 19901

legal@paywake.com