

X World Wallet MLS Season Pass Offer

TERMS AND CONDITIONS

I. The Offer

These terms and conditions ("Terms") govern the X World Wallet ("XWW") Major League Soccer ("MLS") Season Pass' Offer (the "\$77 for 77 Offer" or "Offer"), through which you will get an extended free trial of MLS Season Pass for the remainder of 2024 MLS season (inclusive of regular season MLS matches and MLS playoff matches) and Leagues Cup (the "MLS Season Pass Access"). Your participation in this Offer constitutes your acceptance of and agreement to these Terms, which may be amended from time to time. Please read these Terms carefully before using the Offer.

"We," "us," "our," and "Ouro" mean Ouro International, Inc. and our assignees. "You," "your," and "yours" means a physical individual who resides in the US and participates in the Offer. Capitalized terms shall have the meanings ascribed to them in the XWW Account Agreement.

To receive the MLS Season Pass Access, you must fulfill all of the following conditions (the "Requirements").

- 1) Between July 9, 2024 (00:00:01 Pacific Time) and August 25, 2024 (23:59:59 Pacific Time):
 - a) Open or have an XWW Account in good standing and not subject to any blocks. Account opening is subject to registration and ID verification. Online access is required to complete Account opening;
 - b) Deposit a minimum of \$77 into your XWW Account using any of the methods available Deposit Mechanisms. Deposit(s) will be deemed to be performed on the date on which funds are actually credited to your Account, not the date on which you initiate the deposit; and
 - c) Spend a minimum of \$77 using your XWW Account or Card. Spend means any purchase transaction not subject to any chargeback or return. Transfers from your Account, ATM use, currency exchange transactions do NOT qualify as spend. (If you already have funds in your account, you can spend \$77 first and load \$77 later.)
- 2) Between July 9, 2024 and August 31, 2024 (23:59:59 Pacific Time), sign up for the MLS Season Pass (insert sign up link) using the link provided by Ouro. [MLS Season Pass is subject to its own terms and conditions.](#)

Within 48 hours after you have fulfilled the deposit and spend Requirements, you will receive a link to redeem to MLS Season Pass Access. We reserve the right to not provide or deactivate any provided MLS Season Pass Access if you do not successfully verify your identity, or your Account is not in good standing or is subject to any blocks, or if we

suspect any fraud in your Account. If you fail to fulfill the Requirements by the required deadlines, you will either not receive a MLS Season Pass Access or not be able to use it.

If your XWW Account is blocked or closed for any reason prior to the awarding of MLS Season Pass Access, you will forfeit your rights to receive or use such access, and we will not have any liability to you.

The Offer begins on July 9, 2024 and expires on August 25, 2024 (but you can redeem your MLS Season Pass access until August 31, 2024) (the "Promotion Period"). This is a promotional offer and is not for resale, has no cash value, and will not be replaced if lost or stolen. Valid only for MLS Season Pass subscribers who are residents of the United States. Valid for new and qualified returning MLS Season Pass subscribers only. MLS Season Pass subscription required. Requires Apple ID with payment method on file. MLS Season Pass automatically renews for \$99.00 per season starting next season until canceled. Payment will be billed to the payment method on file and can be canceled anytime at least a day before each renewal date in your service account settings. Terms and Apple Privacy Policy apply; see the applicable terms for your country [here: https://www.apple.com/legal/internet-services/itunes/ww/](https://www.apple.com/legal/internet-services/itunes/ww/). Must be 18 years of age. Apple is not a sponsor of this promotion. We reserve the right to cancel, modify, restrict, waive, temporarily suspend, add to, terminate any or all your MLS Season Pass Access or any aspects, rewards, or features of the Offer, or the Terms, at any time, without prior notice, including, without limitation, the criteria for earning MLS Season Pass Access, the process for redemption of MLS Season Pass Access, or the particular value that associated through the MLS Season Pass Access, unless law requires advance notice of our actions.

All dates and times in these terms are based on Pacific Time. Any reference to a date or day shall mean that such date or day begins on 00:00:01 Pacific Time and end on 23:59:59 Pacific Time.

This Offer is provided by Ouro. Neither Texas First Bank, Apple, nor the MLS Entities endorse or sponsor this Offer.

The X World Wallet Visa® Debit Card is issued by Texas First Bank, Member FDIC, pursuant to a license from Visa U.S.A. Inc. The X World Wallet Debit Account is a deposit account established by Texas First Bank. Ouro International, Inc. is a registered agent of and service provider to Texas First Bank. The X World Wallet Visa Debit Card may be used everywhere Visa debit cards are accepted.

You agree that the Bank issuing your XWW Card may provide us with information regarding transactions on your XWW Card in order to provide you with the MLS Season Pass Access. MLS Season Pass Access is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. In particular, we do not guarantee continuous, uninterrupted, or secure access to any part of the Offer, and operation of the MLS Season Pass Access may be interfered with by numerous factors outside our control.

See www.XWorldWallet.com for Offer details.

You are responsible for any tax liability, including disclosure requirements, related to your participation in the Offer and receipt of the MLS Season Pass Access. Based on legal requirements, we may be required to send you a 1099-MISC form which you may need to file with the IRS. This is not tax advice. For tax advice, please consult your tax advisor. This Offer is void where prohibited by federal, state, or local law and we shall have no liability to you if any applicable law invalidates this Offer.

II. OTHER PROVISIONS

WAIVER OF JURY TRIAL, CLASS ACTION WAIVER

Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty, or right arising under these Terms or by law with respect to the Offer must be commenced no later than one (1) year after the day the cause of action accrues.

Unless prohibited by applicable law, you waive your right to have a jury trial to resolve any dispute you may have against us or a related third party.

Unless prohibited by applicable law, you waive your right to ask a court or an arbitrator to allow you to pursue any claims on a class action basis or brought in a purported representative capacity on behalf of the general public, other account holders, or other persons similarly situated. Furthermore, claims brought by you against us or by us against you may not be joined or consolidated with claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties. For purposes of this class action waiver the terms “we” and “us” shall for all purposes mean Ouro, its affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors, and representatives. In addition, “we” or “us” shall include any third party using or providing any product, service, or benefit in connection with the Offer (including, but not limited to, the Bank, and all of their respective agents, employees, directors, and representatives, if, and only if, such third party is named as a co-party with us (or files a claim with or against us) in connection with a Claim asserted by you.

By participating in this Offer, you agree to, except where prohibited, release and hold harmless Major League Soccer, L.L.C. (“MLS”), Soccer United Marketing, LLC (“SUM”), Pro Soccer Development, LP (“MLSNP”), and Player Development, LLC (“PDEV” and together with MLS, SUM, and MLSNP, collectively, the “MLS Entities”) each of their respective affiliates and related entities and each of their respective officers, directors, agents, vendors, employees and other representatives (collectively, the “Released Parties”) from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, illness, death or personal injury arising out of or relating to

participation in the Offer, acceptance or use or misuse of an MLS Season Pass Access and/or the broadcast, exploitation or use of participation; and except where prohibited, indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to an entrant's participation in the Offer and/or entrant's acceptance, use or misuse of Offer.

Except where prohibited, participation in this Offer constitutes each winner's consent to the MLS Entities and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any medium, worldwide, without further payment or consideration.

MISCELLANEOUS

Your obligations under these Terms cannot be assigned or transferred. We may assign or transfer our rights under these Terms, without requiring any consent from you.

We do not waive our rights by delaying or failing to exercise them at any time.

If any provision of these Terms shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of these Terms shall not be affected. These Terms will be governed by the law of the State of Texas except to the extent governed by federal law.

ARBITRATION

Purpose: This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) may be arbitrated instead of litigated in court upon the election of either party. *You may reject this Arbitration Provision* by sending us a written notice which gives your name, address, email address, and applicable XWW Card number with a statement that you reject the Arbitration Provision. The rejection notice must be sent by certified mail, return receipt requested, to P.O. Box 2136, Austin, TX 78768-2136, Attn: Arbitration Rejection Notice. A rejection notice must be signed by you and received by us within forty-five (45) days after the date you first accruing Rewards under these Terms. Rejection of arbitration will not affect any other provision of these Terms.

Definitions: As used in this Arbitration Provision, the term "Claim" means any claim, dispute, or controversy between you and us, or any of our agents, arising from or relating to the Offer, or these Terms as well as any related or prior agreement that you may have had with us or the relationships resulting from these Terms, including the validity, enforceability, or scope of this Arbitration Provision or the Terms. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, consumer rights, ordinances, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and

equity. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute, or controversy that arises from or relates to (i) the Offer; (iii) advertisements, promotions, or oral or written statements related to the Offer; (iv) the Offer's benefits; (v) your XWW Account; and (vi) data breach or privacy claims arising from or relating directly or indirectly to our disclosure of any non-public personal information about you; (vi) collection of any debt and the manner of collection . We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in the small claims court. If a Claim is filed in small claims court and then removed, appealed or transferred from small claims court (or its equivalent) to another court, it shall be subject to arbitration at the written election of either you or us within thirty (30) business days of written notification of the removal, appeal or transfer. you or we may also demand arbitration if the small claims (or equivalent) case attempts to include any class or representative claims.

As used in the Arbitration Provision, the terms "we" and "us" shall for all purposes mean Ouro, its wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors, and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with the Program (including, but not limited to, the Bank, Apple, MLS, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms "you" or "yours" shall mean all persons or entities approved by us to have and/or use a Card, including but not limited to, all persons or entities contractually obligated under any of the Terms and all secondary Cardholders, if applicable.

Pre-Arbitration Dispute Resolution: Before instituting a small claims lawsuit or arbitration of a Claim, you and we agree to give the other party written notice reasonably describing the factual basis for the Claim and the amount of damages or other relief sought (the "Notice"). Any Notice from you must be mailed to us at P.O. Box 2136, Austin, TX 78768-2136 (or such other address as we shall subsequently provide to you) or may be emailed to: customerservice@netspend.com (the "Our Address"). The Notice should include the XWW Card number, and the email address and phone number at which the complaining party (or their attorney) may be contacted. We will mail any Notice to the address we have for you or send an email to the email address we have for you ("Your Address"). After a Notice is sent, the parties shall give each other a reasonable opportunity over the next thirty (30) business days ("Notice Period") to attempt to resolve the Claim on an informal basis. You and we agree that no small claims lawsuit or arbitration may be filed prior to the end of the Notice Period.

Initiation of Arbitration Proceeding/Selection of Administrator: Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration

Provision to be conducted by the American Arbitration Association (“AAA”) before a single arbitrator pursuant to the AAA’s Consumer Arbitration Rules (“Rules”). For a copy of the procedures, to file a Claim, or for other information about the AAA, you may contact them at 1-800-778-7879, or the AAA website at www.adr.org.

Class Action Waiver: You and we agree that, whether in a small claims lawsuit or in arbitration, each may bring Claims against the other only in your or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. The enforceability of the waiver or the right to assert a Claim on behalf of a class or in a representative capacity shall be determined exclusively by a court of competent jurisdiction. Should we believe that any Claim you have filed in arbitration or in court is inconsistent with this Class Action Waiver, we may seek an order from a court of competent jurisdiction determining whether your Claim is within the scope of the Class Action Waiver.

Significance of Arbitration: IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PERMITTED BY THE RULES OR THE ARBITRATOR. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION OR BROUGHT IN A SMALL CLAIMS LAWSUIT. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR’S DECISION WILL BE FINAL AND BINDING.

Restrictions on Arbitration: If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class-action basis or on bases involving Claims brought in a purported representative capacity on behalf of any other Cardholders or other persons similarly situated. The arbitrator’s authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator’s authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

Location of Arbitration, Payment of Fees: Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will pay any filing, administration and arbitrator fees charged by the AAA (the “Arbitration Fees”). However, should any arbitrator find that the substance of your Claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (in accordance with Federal Rule of Civil Procedure 11(b)), then the arbitrator has the discretion to require you to pay some or all of the Arbitration Fees.

Arbitration Procedures: This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9

U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision.

In conducting the arbitration proceeding, the arbitrator shall not apply the federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the requesting party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

We may not recover our attorneys' fees and costs in arbitration from you (a) unless the arbitrator finds that your Claim was frivolous or was brought for an improper purpose; and (b) if such an award would invalidate this Arbitration Provision.

The arbitrator shall decide all issues of liability on the merits of the Claim, and may award declaratory or injunctive relief only in favor of the individual party bringing such Claim and only to the extent necessary to provide relief warranted by that party's individual claim. Should you or we prevail on a Claim in arbitration for which public injunctive relief is sought, the entitlement to and scope of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. Any litigation seeking public injunctive relief shall be stayed pending the outcome on the merits of any individual Claim in arbitration. Prior to issuing any injunctive relief, a court of competent jurisdiction shall independently review the factual findings of the arbitration award, giving no deference to the findings of the arbitrator.

Except as otherwise expressly provided in this Arbitration Provision, the arbitrator shall have the authority to (a) award all remedies under applicable law, including, for example, compensatory, statutory and punitive damages (under the same standards that would apply in court,) and attorneys' fees and costs; and (b) make all determinations as to the scope, interpretation, enforceability, and validity of these Terms.

The Arbitration Provision shall not prevent any party from seeking equitable relief, including injunctions, in aid of arbitration or in aid of the enforcement of this Arbitration Provision from a court of competent jurisdiction.

The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, if the amount of any award exceeds \$100,000, inclusive of costs and attorneys' fees, or involves a request for injunctive or declaratory relief that could involve a cost or benefit to any party exceeding \$100,000, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel that will conduct arbitration pursuant to its Code and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding. Any reference in this Arbitration Provision to the "arbitrator" shall mean the panel if an award has been appealed under the paragraph.

If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions shall remain in force except that if the waiver of the right to proceed as a class or in a representative capacity is declared unenforceable in a proceeding between you and us, and that determination becomes final after all appeals have been exhausted, this entire Arbitration Provision (except for this one sentence) shall be null and void in such proceeding.

Where applicable, if you and your participation in the Program is covered by the Military Lending Act, then you are not bound by this Arbitration Provision, and to the extent required by the Military Lending Act, nothing in these Terms will be deemed a waiver of the right to legal recourse under any otherwise applicable provision of state or federal law.

Continuation: This Arbitration Provision shall survive (i) the termination of your XWW Card or the Promotion Period of the Offer, as well as voluntary payment of any debt in full by you, (ii) any legal proceeding by us to collect a debt owed by you, or (iii) any bankruptcy by you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, the Terms or any prior agreements you may have had with us, each of which shall be enforceable regardless of such invalidity.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE ACCOUNT. PLEASE CANCEL YOUR PARTICIPATION IN THE PROGRAM BY CONTACTING CUSTOMER SERVICE.

ENTIRE AGREEMENT

These Terms constitute the entire agreement between You and Ouro in relation to the entirety of the Offer. Ouro expressly disclaims any representations, statements, or agreements which are not a part of these Terms.

All trademarks used are the property of their respective owner(s) and are used for prize description purposes only.