

1. Public Offer and Privacy Policy

2. Definitions:

- 2.1. BC: the CLIENTS' bank cards.
- 2.2. CC: the CLIENTS' credit cards.
- 2.3. DB: the COMPANY's database.
- 2.4. CONTRACT: this public offer.
- 2.5. US: The United States of America
- 2.6. CLIENT: a user who uses the APP and has US bank CC.
- 2.7. APP: the web application Angel Card.
- 2.8. COMPANY: FORKLANCE LLC, EIN 99-4736639 200 N VINEYARD BLVD, STE. A325 #5496, HONOLULU, HI 96817.
- 2.9. ADDRESS: the COMPANY's mailing address is 1043 GARLAND AVE, UNIT C #1185, SAN JOSE, CA, 95126.
- 2.10. ANGEL CARDS:
 - 2.10.1. Green label: the CC becomes an ANGEL CARD when the CLIENT has successfully linked the CC in the APP, which should be initiated by a green label on it, which means that the monthly payment for the CC is transferred from the CLIENT to the COMPANY and the COMPANY provides SERVICES to the CLIENT and such ANGEL CARDS is also subject to the ANGEL GUARANTEE.
 - 2.10.2. Yellow and green label: if the CC has both a green and a yellow label, this means that the CC has the status of an ANGEL CARD and at the same time, there are actions or circumstances to which the APP is trying to draw attention or encourage the CLIENT.
 - 2.10.3. Yellow or red label (without green label): if the CC has a yellow or red label, SERVICES are not provided under such CC, ANGEL GUARANTEE does not apply, the CLIENT can perform repeated actions to bring such CC into ANGEL CARD status, for example, by deleting CC and trying to add it again.
- 2.11. SERVICES: ANGEL GUARANTEE.
- 2.12. ANGEL GUARANTEE: in case if ANGEL CARD is canceled by the issuing bank during the period of the ANGEL CARD status, the COMPANY will refund the CLIENT the money received by the COMPANY for such an ANGEL CARD over the last 12 months. It is emphasized that the amount paid by the CLIENT and received by the COMPANY differs, and that third parties, among which may include Stripe and/or Google Play and/or App Store and other services may withhold a commission in significant amounts that can be even about 30% from the CLIENT's payment, but the money actually received by the COMPANY is subject to return by the COMPANY to the CLIENT (whether amounts will be returned including third party commissions is beyond the possible influence of the COMPANY).
- 2.13. PS: payment system.
- 2.14. AMBASSADOR: an individual or legal entity who is already a CLIENT of the COMPANY and an APP user, who is granted the right to advertise the APP and help their LEADS learn (or become more professional) in using the APP.
- 2.15. LEAD/LEADS: potential APP users who have not yet registered in the APP.
- 2.16. PARTIES: the CLIENT and the COMPANY.
- 2.17. PARTY: the CLIENT or the COMPANY.

3. Subject of the CONTRACT

- 3.1. The APP is free to install on mobile phones/website, and SERVICES can be purchased through it.
- 3.2. The PARTIES agree that the CLIENT creates ANGEL CARDS from CC and receives SERVICES and the ANGEL GUARANTEE based on a monthly subscription.

4. Fees and Payment

- 4.1. SERVICES are provided on a per-CC basis on a monthly basis at the rate of \$1 (one U.S. dollar) per CC per month. Payment for less than a full month is charged in the same amount of one US dollar.
- 4.2. There is a simple opportunity to refuse the SERVICES; to refuse SERVICES for a specific CC, it must be removed from the APP.
- 4.3. For work within the application, any BC is accepted and this can be done at the discretion of the CLIENT at his request, but the COMPANY provides an ANGELS GUARANTEE exclusively on CC.

5. Moment of Service Provision

- 5.1. The SERVICES are provided separately for each CC/ANGEL CARD and are provided on a monthly basis, recognized by the PARTIES as provided in the required quality and quantity and in the proper time frame, on each last calendar day of the month, unless an incident occurred in relation to the CC and/or ANGEL CARD in such month that resulted in the activation of ANGEL GUARANTEE in relation to a specific ANGEL CARD.

6. Clients' Personal Data and Subscription Deletion Issues

- 6.1. COMPANY may receive partial data from third parties that are used by the COMPANY to identify the payment (for example, the last four digits of the CC number and the internal registration number of the money transfer transaction), last name (middle name) and first name of the CLIENT are also can be available for the COMPANY, the remaining data is either stored locally on the CLIENT's mobile phone or sent to the PS and is not available to the COMPANY. The COMPANY has made every effort to protect the CLIENT's personal data by minimizing interaction with them.
- 6.2. The COMPANY guarantees not to transfer the received data about the CLIENT to third parties, outside the process described in the CONTRACT.
- 6.3. The CLIENT has the right to request from the COMPANY to delete data about themselves, the CLIENT can also delete CC inside the APP, and since they are stored only locally on the CLIENT's mobile phone, no additional actions are required to delete CC data on the COMPANY's side, just delete CC from APP. Removal (uninstallation) of APP does not remove CC from APP and does not unsubscribe from SERVICES, THE PARTIES believe that the CLIENT still wants to receive SERVICES, even in the event, for example, of the theft of the CLIENT's mobile phone, which protects the rights and interests of the CLIENT in unforeseen cases , the CLIENT must unsubscribe from the SERVICES by explicitly following the steps of deleting the corresponding card/cards inside the APP.
- 6.4. If you entered the APP with the help of the AMBASSADOR, then the AMBASSADOR is your information sponsor, your AMBASSADOR has the right to know your Email address and write you messages in order to help you understand the APP, and by using the APP you accept these rules (share your personal data with your AMBASSADOR, agree to receive messages from the AMBASSADOR).

7. Moment of CONTRACT Commencement

- 7.1. At the moment of downloading the APP, there are no rights and obligations between the PARTIES, they arise exclusively at the moment of creating an ANGEL CARD. By the act of creating an ANGEL CARD, the CLIENT accepts the CONTRACT.
- 7.2. The COMPANY has the right to refuse to provide services to any CLIENT at its discretion without explaining the reasons.
- 7.3. The CONTRACT is valid as long as there are ANGEL CARDS in the APP. If the APP is deleted, the CONTRACT remains valid; to terminate the subscription, it is necessary to cancel the ANGEL CARDS in the APP.

8. Procedure for Claiming the ANGEL GUARANTEE and Dispute Resolution

- 8.1. Please obtain a document from the issuing bank of the CC that explains the reason for the closure of the ANGEL CARD.

- 8.2. Please send to the email address [angel_guarantee_claim\(at\)angelcard\(dot\)us](mailto:angel_guarantee_claim@angelcard.us) the document received from the issuing bank of the ANGEL CARD, and indicate when the CC last time had the status of an ANGEL CARD.
- 8.3. In case of any disputes regarding ANGEL GUARANTEE, please write to [angel_guarantee_claim\(at\)angelcard\(dot\)us](mailto:angel_guarantee_claim@angelcard.us), and please attach the same documents as listed in the paragraph above and describe the essence of your disagreement.

9. Force Majeure

- 9.1. The PARTIES are not responsible for the inability to fulfill the CONTRACT if this is beyond their ability to control these circumstances. The PARTIES undertake to renew their obligations within a reasonable time as soon as the force majeure circumstances pass.

10. Territory of the CONTRACT and Applicable Law

- 10.1. The COMPANY operates regarding CCs in the USA without restriction by the CLIENT's status. That is, the CLIENT can be a citizen or have the right to permanent residence ("green card") or not have these statuses but have a CC in the USA. Governing Law: California Law.

11. Termination of the CONTRACT

- 11.1. The CONTRACT terminates upon removal of the last CC from the APP. Charged payments are non-refundable and future payments will no longer be charged (all subscriptions are canceled).

12. Contacts

- 12.1. Please send your proposals, complaints, inquiries to [general_questions_public_inquiries\(at\)angelcard\(dot\)us](mailto:general_questions_public_inquiries@angelcard.us)