

# CPI Card Group – Terms of Use

Revised July 18, 2024

## Acceptance of the Terms of Use

Welcome to the CPI Card Group website! This website is owned and operated by CPI Card Group Inc. and its affiliates (collectively, “CPI,” “we,” “our,” or “us”) and primarily provides information about CPI and the products and services we offer. These Terms of Use (“Terms”) set forth the terms and conditions under which you are authorized to use our website, including any website where these Terms are posted, and any subdomains and mobile versions thereof (collectively, the “Site”).

By using and/or visiting the Site, you accept and agree to these Terms and acknowledge our [Privacy Policy](#). If you do not agree to any of these Terms, then do not use the Site. We reserve the right, at our sole discretion, to change, modify, add or remove any portion of the Terms, in whole or in part, at any time. Changes in the Terms will be effective when posted. Your continued use of the Site after any changes to the Terms are posted will be considered acceptance of those changes.

By using this Site, you warrant and represent to CPI that: (a) you are 18 years of age (or the age of majority in your jurisdiction) and otherwise able to enter into these Terms; (b) all information that you submit to CPI via the Site is truthful and accurate; (c) you will maintain the accuracy of such information; and (d) you will use the Site lawfully and in good faith.

## Changes to the Site

We reserve the right to modify or discontinue the Site (or any portion of the Site), temporarily or permanently, in our sole discretion without notice, and we are not obligated to support or update the Site. Unless explicitly stated otherwise, any new features that augment or enhance the current Site shall be subject to these Terms.

## Termination of Access

We may restrict, suspend or terminate your access to the Site if we believe you are in breach of these Terms or applicable law, or for any other reason without notice or liability. We maintain a policy that provides for the termination in appropriate circumstances of the Site use privileges of users who are repeat infringers of intellectual property rights.

## User Submissions

All information and materials you submit to CPI through the Site, including, but not limited to, comments, feedback, ideas, questions, suggestions, or data (collectively, “User Submissions”), will be considered NON-CONFIDENTIAL and NON-PROPRIETARY with regard to you, but CPI reserves the right to treat any such User Submission as the confidential information of CPI.

By submitting User Submissions to CPI, you hereby assign to CPI, free of charge, all worldwide rights, title and interest in all copyrights and other intellectual property rights in such User Submissions. CPI will be entitled to use your User Submissions for any purpose whatsoever, including but not limited to, developing, manufacturing, providing and marketing products and services without restriction and without compensating you in any way. You are responsible for the information and other content contained in any User Submissions you submit to us, including, without limitation, its truthfulness and accuracy, and you represent and warrant that you have all necessary right, title, and interest in and to the User Submissions necessary to grant the CPI Parties (as defined below) the rights and assignments set forth in this section.

## Intellectual Property

### Proprietary Rights

The Site and its entire contents, features and functionality including, but not limited to all information, audio, photographs, illustrations, graphics, images, user interfaces, visual interfaces, video, copy, text, software, code, data, documents and materials provided on or through the Site, and the look and feel, design, selection, coordination, organization, arrangement and enhancement of the Site (collectively, “**Content**”), as well as the trademarks, service marks, and logos contained therein (“**Marks**”), are each owned by or licensed to CPI, subject to copyright and other intellectual property rights under United States and international laws and conventions. CPI reserves all rights not expressly granted herein in and to the Site, the Content, and the Marks. Any unauthorized use of any Content or Marks may violate copyright, trademark, and other laws.

These Terms permit you to use the Site for your personal, non-commercial use only. No part of the Site may be copied, downloaded, modified, reproduced, distributed, republished, publicly performed, streamed, transmitted, broadcasted, displayed, sold, licensed, or otherwise exploited, except that you may make single copies or prints of the Content on the Site for your personal, non-commercial use only and not for further reproduction, publication, or distribution. You acknowledge that you do not acquire any ownership rights by downloading or otherwise using any copyrighted material from or through the Site. If you copy or print pages of the Content as permitted herein, you must not modify the Content, use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text, or delete or alter any copyright trademark or other proprietary rights notices contained therein. If you wish to make any use of Content on the Site other than as expressly set forth in this Section, please address your request to: [general@cpicardgroup.com](mailto:general@cpicardgroup.com)

### Trademarks

The Marks displayed on the Site or the Content are registered and unregistered trademarks of CPI, its licensors or other third parties, and may not be used by you in any manner without the prior written permission of CPI or the third party that owns the applicable Mark. Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Mark displayed on the Site. Your misuse of the Marks displayed on or through the Site is strictly prohibited.

### Prohibited Uses

The Site is controlled and offered by CPI from its facilities in the United States of America. If you access or use the Site from a location outside the USA, you are responsible for compliance with local laws. You may use the Site only for lawful purposes and in accordance with these Terms. You agree not to use the Site:

- In any way that violates any applicable U.S. federal, state or local, non-U.S. or international law, rule or regulation;
- To impersonate any person or entity, provide false personal information, or misrepresent your affiliation with any other person or entity;
- In any way that violates CPI’s or any third party’s intellectual property or other proprietary or legal rights; or
- To engage in any other conduct that restricts or inhibits the use or enjoyment of the Site, or which may harm CPI or other Site visitors, or expose any one or more of them to liability, in each case, as determined by CPI.

Additionally, you agree not to:

- Copy, modify, create a derivative work from, reverse engineer or reverse assemble the Site, or otherwise attempt to discover any source code, or allow any third party to do so;
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any portion or feature of the Site, the server on which the Site is stored or any other server, computer systems or networks connected to the Site;
- Engage in spidering, “screen scraping,” “database scraping,” harvesting of e-mail addresses, wireless addresses or other contact or personal information, or any other automatic means of obtaining lists of users or other information from or through the Site, including, but not limited to, any information residing on any server or database connected to the Site;
- Use the Site in any manner that could interrupt, damage, disable, overburden, or impair the Site, including, but not limited to, sending mass unsolicited messages or “flooding” servers with requests;
- Sell, assign, sublicense, distribute, or otherwise commercially exploit or make available to any third party, the Content or Site in any way;
- Remove, modify, disable, block, obscure, or otherwise impair any advertising in connection with the Site; or
- Operate or transmit any worms, viruses, Trojans, or other harmful, disruptive, or destructive files, code, or programs to the Site.

### Links from the Site

The Site and the Content may contain links or references to third-party websites and online services (“**Third-Party Sites**”) that are not owned or controlled by CPI. These links and references are provided for your reference and convenience only, and do not necessarily imply any endorsement, sponsorship, or recommendation of the material on these Third-Party Sites or any association with their operators. CPI has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any Third-Party Sites. If you access and use any Third-Party Sites linked to or referenced on the Site or in any Content, you do so at your own risk and subject to the terms and conditions of use for such Third-Party Sites.

Except as you have otherwise agreed with CPI in writing, you may link to the Site from your website, subject to the following: (a) you may not frame the Site or any portion of the Site; (b) you will not override or hinder the functionality of an end-user’s web browser’s “back” function; (c) the link must be identified using a plain text rendering of the CPI name and not any CPI logo; (d) you may not use CPI’s logo in any way; (e) you may not use the link in any way that suggests that CPI is associated with or endorses you or your website or online service; (f) the link may not appear on any website that a reasonable person may consider obscene, defamatory, harassing, offensive, or malicious, and may not be presented in any way that disparages CPI or damages its rights, reputation, or goodwill; and (g) we may terminate your right to link to the Site at any time, without notice, for any reason or no reason.

### Disclaimer of Warranties

YOU AGREE THAT YOUR USE OF THE SITE AND ANY CONTENT YOU ACCESS, DOWNLOAD OR OTHERWISE OBTAIN IN CONNECTION WITH YOUR USE OF THE SITE SHALL BE AT YOUR SOLE RISK. THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CONTENT PROVIDED ON OR THROUGH THE SITE, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. CPI EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT WITH RESPECT TO THIS SITE AND ANY CONTENT PROVIDED ON OR THROUGH THE SITE. WITHOUT LIMITING THE FOREGOING, CPI DOES NOT WARRANT THAT (A) THE SITE OR THE CONTENT PROVIDED ON OR THROUGH THE SITE WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE

CORRECTED; OR (B) THE SITE OR ANY CONTENT WILL MEET YOUR REQUIREMENTS OR ANY EXPECTATIONS YOU MAY HAVE. IF YOU ARE DISSATISFIED WITH THE SITE OR ANY OF THE CONTENT PROVIDED ON OR THROUGH THE SITE, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE.

### Limitation of Liability

IN NO EVENT SHALL CPI, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (COLLECTIVELY THE “CPI PARTIES”) BE LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH THESE TERMS, OR YOUR USE OF, OR INABILITY TO USE, THE SITE, ANY THIRD-PARTY SITES, OR ANY CONTENT ON THE SITE OR SUCH OTHER THIRD-PARTY SITES, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS (EVEN IF THE CPI PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE), HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, OR OTHERWISE. IF, NOTWITHSTANDING FOR FOREGOING, THE CPI PARTIES ARE DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY, THE PARTIES AGREE THAT THE MAXIMUM AGGREGATE LIABILITY OF THE CPI PARTIES TO YOU FOR ANY SINGLE EVENT (OR A SERIES OF RELATED EVENTS) GIVING RISE TO A CLAIM IN CONNECTION WITH THESE TERMS OR IN RELATION TO THE SITE OR THE CONTENT PROVIDED ON OR THROUGH THE SITE, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, MISREPRESENTATION, NEGLIGENCE, OR OTHERWISE, WILL BE LIMITED TO \$100 USD.

TO THE EXTENT THAT ANY JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION SHALL APPLY TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

### Indemnification

You agree to defend, indemnify and hold harmless the CPI Parties from and against any claim, loss, obligation, demand, damage, cost, liability, expense, and attorney’s fees arising from, as a result of or in connection with (a) your use of or access to the Site and the Content; (b) your User Submissions; or (c) your violation of (i) these Terms; (ii) any third-party right, including, but not limited to, any copyright, property or privacy right, or (iii) any applicable laws, rules or regulations (collectively, “Claims”).

You shall cooperate as fully as reasonably required in the defense of any Claim(s). The CPI Parties reserve the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You shall not enter into any settlement agreement that affects the rights of the CPI Parties without the CPI Parties’ prior written approval.

### Waiver of Class Action Claims and Jury Trial

Both parties agree to waive any right to assert any dispute or claim against the other party arising under, related to, or in connection with these Terms, the Site or the Content provided on or through the Site as a class action. Furthermore, both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective affiliates or employers arising under, relating to, or in connection with these Terms and the use of the Site or any Content provided on or through the Site.

### Choice of Law

These Terms shall be governed by and construed in accordance with the laws of the State of Colorado, without reference to its provisions regarding conflicts of laws. The parties irrevocably consent to the

exclusive jurisdiction and venue of the state and federal courts located in Denver, Colorado, U.S.A. and waive the defense of inconvenient forum.

### Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THESE TERMS, THE SITE, OR ANY CONTENT PROVIDED ON OR THROUGH THE SITE, MUST BE BROUGHT WITHIN ONE (1) YEAR FROM THE DATE THE CAUSE OF ACTION AROSE; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

### Attorneys Fees

If CPI takes any legal action against you as a result of your violation of these Terms, CPI will be entitled to recover from you, and you agree to pay, all reasonable attorney's fees and costs of such action, in addition to any other relief granted to CPI.

### Waiver and Severability

Our failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is deemed invalid or unenforceable under any statute, regulation, ordinance, or by a court of competent jurisdiction, then such provision shall be deemed reformed or deleted but only to the extent necessary to comply with such statute, regulation, ordinance, or court, and the remaining provisions shall remain in full force and effect.

### Assignment

These Terms, and any rights and licenses granted hereunder, may be transferred or assigned by you only with CPI's prior written consent, but may be assigned by CPI without restriction and without notice to you.

### Entire Agreement

These Terms constitute the entire agreement between you and CPI with respect to the Site and the Content provided on or through the Site and supersede all prior and contemporaneous understanding, agreements, representations, and warranties, whether electronic, written and oral, regarding the Site and the Content provided on or through the Site.

### Contact Us

You may contact us regarding these Terms as follows:

**General Inquiries:** [legalnotice@cpicardgroup.com](mailto:legalnotice@cpicardgroup.com)

**Physical Address:** CPI Card Group  
Attention: Legal Department  
10368 West Centennial Road  
Littleton, CO 80127