

IDEABLOB.COMSM WEBSITE TERMS AND CONDITIONS

Please read these Terms and Conditions (these “Terms”) carefully prior to visiting or using Advanta Bank Corp.’s (“Advanta,” “we,” “our” or “us”) Sites, as defined herein. By accessing and/or using any of the Sites, you represent and warrant that you are at least eighteen (18) years of age and you agree to and are bound by these Terms. You should review these Terms regularly as they may change at any time at our sole discretion without notice or other obligation to you. Your continued use of any of the Sites following such changes signifies your agreement to be bound by such changes. If you do not agree to any term or condition of these Terms, you must not access or otherwise use the Sites.

Your use of the Sites and the Content may be further subject to the Additional Terms, as defined herein. In the event of a conflict between these Terms and the terms and conditions of any of the Additional Terms, the terms and conditions of the Additional Terms shall control with respect to the subject matter thereof. In connection with your use of the Sites, you may also be required to “click through” or click to agree to Additional Terms that are substantially similar to these Terms and/or other terms and conditions. In the event of a conflict between these Terms and such “click through” terms and conditions, such “click through” terms shall control with respect to the use of such Sites and any Content thereon.

I. Definitions

A. “**Additional Terms**” refers to (a) any written authorization regarding the use of any Sites, (b) any additional terms and conditions posted in connection with any of the Sites and/or any portion or section thereof, and (c) any terms and conditions governing participation in, or voting in connection with, the Ideablob.com Contest.

B. “**Advanta Content**” refers to any Content provided by Advanta or its affiliates on the Sites.

C. “**Content**” refers to any materials, data, documents, applications, source code, images, graphics, logos, design, audio, video, musical works, works of authorship, or any other information or materials provided from or by a User, Advanta, or any of Advanta’s affiliates, on the Sites.

D. “**Ideablob.com Contest**” generally refers to the program through which Submitters provide their business ideas and concepts and Voters then vote on their favorite submissions, all of which is governed by Additional Terms and Conditions.

E. **“Password”** refers to any login, identifier, password or access key provided to or chosen by a User who has registered to use the Sites.

F. **“Sites”** refers collectively to Advanta's ideablob.comSM website, located at www.ideablob.com, the Ideablob.com Contest, and all other related Content and online services.

G. **“Submitter”** refers to a registered User who has a Password and submits a business concept or idea for entry in the Ideablob.com Contest. A Submitter is subject to Additional Terms.

H. **“User”** refers to a Visitor, Voter, or Submitter.

I. **“User Content”** refers to any Content provided by a User for posting and/or availability through the Sites, including business ideas or concepts posted by a Submitter in connection with the Ideablob.com Contest.

J. **“Visitor”** refers to a User who is not a Voter or Submitter and is merely browsing the Sites.

K. **“Voter”** refers to a registered User who votes on Submitters' business ideas in connection with the Ideablob.com Contest.

II. **We Provide the Sites for your Convenience Only**

A. The Sites are provided to you as a convenience and to allow Users to share business ideas and concepts and find and communicate with other small business owners or parties interested in starting their own small businesses. We do not warrant or represent that the Content is accurate or complete; up-to-date or current; free from inaccuracies, omissions or errors; or free from changes, errors or problems.

B. We do not have a duty to update the Sites and/or any Content, and any updates to the Sites and/or the Content will be in our sole discretion. We reserve the right to modify, update, delete, discontinue or replace the Sites, the Content, and any portion thereof, or services offered in connection therewith, at any time and from time to time in our sole discretion without prior notice.

C. You acknowledge and agree that Advanta, in its sole discretion, without notice or any further obligation to you, may:

1. temporarily suspend or permanently discontinue your, and refuse any and all current and future, access to or use of any or all of the Sites and/or the Content for any reason;

2. reject or delete any unlawful, infringing, threatening, libelous, defamatory, infringing, obscene, scandalous, inflammatory, pornographic, discriminatory or profane or otherwise objectionable material, or any other User Content that could give rise to any civil or criminal liability under the law;

3. suspend, restrict, terminate or permanently delete your registration if Advanta, in its sole discretion, determines that you breached the Terms or Additional Terms, pose a threat to Advanta or any of its Users, or for any other reason; or

4. take any other necessary or appropriate actions in case of technical problems or unauthorized activities.

III. User Content Restrictions

A. The following is a partial, non-exhaustive list of the kinds of User Content and activities that you may not provide or engage in on the Sites and which may subject you to cancellation of your registration and termination of your ability to access the Sites:

1. material that is unlawful, infringing, threatening, libelous, defamatory, infringing, obscene, scandalous, inflammatory, pornographic, discriminatory or profane or otherwise objectionable;

2. material that could give rise to any civil or criminal liability under the law;

3. material aimed or directed to children under eighteen (18) years of age;

4. material that promotes the use of alcohol, tobacco, or firearms;

5. covering or hiding the banner advertisements, if any, on the Sites via any HTML/CSS or any other means; and

6. interfering with, disrupting, or damaging the Sites or interfering with or disrupting another User's use of or ability to access the Sites.

B. Advanta assumes no responsibility or liability for the User Content or conduct of the Users.

C. If you become aware of misuse of the Sites by any person, please contact Advanta at hello@ideablob.com

IV. Submitters and Voters

A. To be eligible to be a Submitter, you must agree to the ideablob.com Official Contest Rules. To be eligible to be a Submitter and/or Voter, you must agree to the ideablob.com Submitter and Voter Terms and Conditions. You must register on the Sites to be a Submitter and/or Voter. Both the ideablob.com Contest Rules and ideablob.com Submitter and Voter Terms and Conditions are available on the home page of the ideablob.com Site.

V. We Provide the Sites "As Is" and "As Available" and Disclaim All Warranties and Liability

THE SITES AND THE CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY OR COMPLETENESS. THE SITES MAY CONTAIN BUGS, VIRUSES, OTHER MALICIOUS CODE, MALWARE, ERRORS, INTERRUPTIONS, PROBLEMS AND OTHER LIMITATIONS FOR WHICH ADVANTA DISCLAIMS ALL RESPONSIBILITY AND LIABILITY.

WE DO NOT ASSUME, AND HEREBY EXPRESSLY DISCLAIM, ANY LIABILITY IN CONNECTION WITH YOUR USE OF THE SITES OR ANY CONTENT. IN OTHER WORDS, YOU USE THE SITES AT YOUR OWN RISK. UNDER NO CIRCUMSTANCES SHALL WE, OUR AFFILIATES, OR ANY OF OUR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR CONTRACTORS BE LIABLE FOR ANY DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, IN CONNECTION WITH ANY CONTENT, SUBMISSIONS, USER PROFILES, ACTS OR OMISSIONS OF OTHER USERS, NEGLIGENCE, LOSS OF DATA, LOST BUSINESS OR LOST PROFIT ARISING OUT OF YOUR OR ANY THIRD PARTY'S USE OR THE INABILITY TO USE THE SITES AND/OR THE CONTENT. IF YOUR USE OF THE SITES RESULTS IN ANY INTERRUPTION, IMPAIRMENT OR LOSS OF, OR YOUR NEED TO SERVICE, REPAIR OR CORRECT, ANY SOFTWARE, EQUIPMENT, SYSTEMS OR DATA, YOU AGREE TO ASSUME, AND HOLD US HARMLESS FROM, ANY COSTS AND LOSSES IN CONNECTION THEREWITH.

VI. You Are Solely Responsible for Controlling Access to and Use of Your Password

You acknowledge and agree that any Password used by you in connection with your registration is confidential information. You must maintain the confidentiality of your Password and you must not disclose such Password to any other person or entity. You may not use the Password or account of another User. You acknowledge and agree that you are solely responsible for any access and use of the Sites in connection with your Password and any other actions or other use of your Password and that you will immediately notify Advanta of any unauthorized use of your Password or access to the Sites. Advanta recommends that you institute periodic password changes to prevent any unauthorized use of your Password or access to the Sites.

VII. You are Responsible for your User Content

A. In the event that you decide to post User Content or to access the Sites, you are solely responsible for the User Content, if any, you post or make available on the Sites, any information you transmit to other Users, and your interactions and communications with other Users.

B. When you post User Content within the Sites, you hereby represent and warrant that you own all the rights, or have all the rights and permissions necessary and have paid all royalties, fees or other money necessary in connection with such rights and permissions, to provide the User Content and that such User Content does not and will not infringe any patent, trademark, copyright, publicity right, privacy right, or any other proprietary rights of third parties. You further represent and warrant that any information that you provide about yourself, your company, or any other matter, will be complete, accurate and up to date, and that such information and Advanta's use thereof does not and will not violate the privacy rights, publicity rights, copyrights, patent rights, trademark rights, contract rights, or any other rights of any third party.

C. Advanta will not validate, and in no event will Advanta be responsible for or obligated to, monitor or validate the accuracy, legality, appropriateness, or completeness of the User Content prior to or after its posting. The User Content does not necessarily reflect the opinions or policies of Advanta and Advanta neither expressly nor impliedly warrants the Content's accuracy or reliability.

D. You may neither display an advertisement of a third party on the Sites nor accept payment or anything of value from a third person in exchange for your performing any commercial

activity on or through the Sites on behalf of that third party, such as uploading commercial content.

E. You may not use the Sites to transmit any chain letters, bulk emails, or any other unsolicited communication to other Users, nor may you use any of the information obtained from the Sites in order to contact, advertise, solicit, or sell to any User without their explicit consent. If you breach these Terms and send unauthorized communications of any kind through the Sites, you acknowledge that you will have caused substantial harm to Advanta, but that the amount of harm would be extremely difficult to ascertain. Therefore, as a reasonable estimation of such harm, you understand and agree to pay Advanta \$50.00 for each unsolicited email or other communication you send through the Sites, in addition to any other legal or equitable relief to which Advanta may be entitled.

VIII. Intellectual Property Rights in the Sites and the User Content

A. Advanta does not claim any ownership rights in the User Content posted by you. When you post User Content on the Sites, you grant Advanta and its affiliates and their respective service providers a non-exclusive, worldwide, royalty-free, and fully-paid limited license to use, modify, publicly perform, publicly display, reproduce, broadcast and distribute such User Content solely on and through the Sites and on and through any medium or format in any advertising or promotional material for the Sites, although you continue to retain all ownership rights in the User Content posted by you.

B. Advanta owns all rights and interest in and to the Sites (excluding User Content) and the Advanta Content. Advanta does not grant you any ownership rights in the Advanta Content, nor grant you any right to use, reproduce, or display the Advanta Content through or on any other medium.

C. Except for your own User Content posted by you, and the ability to use certain tools and view other Content made available for this purpose on the Sites, you may not copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any Content, including any User Content of third parties. Your license rights in the Sites and the Content are for your use only and are limited to the rights specifically set forth in these Terms. However, Submitters should also be aware that any business ideas or concepts they provide are not confidential and therefore, Advanta does not warrant or promise that they will not be used by other Users or third parties. Submitters bear sole responsibility for protecting and enforcing any intellectual property rights in their business ideas and concepts and in any other User content they provide.

D. The copyright in the Sites and the Advanta Content, including (without limitation) all graphics, text, and computer programs contained therein, the underlying code, the pages displaying the Sites and the arrangement of the Sites, is owned by Advanta Bank Corp. unless otherwise indicated. You may not post, modify, distribute or reproduce in any way, any copyrighted material, trademarks, or other proprietary information belonging to Advanta or third parties, including, but not limited to framing, except as expressly provided in Section VII of these Terms. Upon receipt of proper notification to Advanta by the copyright owner or its legal agent of copyright infringement, Advanta reserves the right to suspend or wholly terminate your right to access or use the Sites based on such infringement, whether oral or alleged.

E. Advanta® and the Advanta logo are registered service marks of Advanta Corp. ideablobSM is a service mark owned by Advanta Bank Corp. Certain other trademarks and service marks owned by Advanta Corp. or its affiliates may be contained in the Sites. You may not use, and nothing on the Sites should be construed as granting any license or right to use, any of the trade or service marks without our prior written permission. You are not authorized to use any of the service marks as a hyperlink to the Sites, unless you obtain our prior written permission. All other marks contained herein are the property of their respective mark owners.

F. You may not copy, modify, sell, distribute, display, publicly perform, transmit, use or sublicense any Content or materials on the Sites except as authorized herein. All proprietary notices and copyright information on the Sites must be observed and followed.

IX. Links to Third Party Websites

A. Any links on the Sites to third party websites are provided by Advanta solely as a convenience to you. The privacy and security practices of such third party websites may be different than Advanta's privacy and security practices. We reserve the right to terminate a link to a third party website at any time. The fact that we provide a link to a third party website does not mean that we endorse, authorize or sponsor that website or its products. It also does not mean that we are affiliated with the third party website's owners or sponsors. Advanta does not control such websites and is not responsible for any such websites or the content, products, accuracy, opinions or services offered by any third parties.

B. Advanta is not liable for links to third party sites posted by Users nor is Advanta responsible for the content, products, services, accuracy, or opinions expressed on those third party websites. Advanta does not monitor, investigate, approve, endorse, or check the third party links posted by Users on the Sites. Advanta does not control these third party websites and if you

decide to access any third party websites, you do so entirely at your own risk, and you will be subject to the terms and conditions and the privacy policies imposed by such third parties.

X. Third Party Links to the Sites

A. If a third party links to our Sites, it is not necessarily an indication of an endorsement, authorization, sponsorship, affiliation, joint venture or partnership by or with us. In most cases, we are not aware that a third party has linked to the Sites.

B. A website that links to any of the Sites:

1. May link to, but not replicate, the Sites or the Content;
2. May not create a browser, border environment or frame the Sites or the Content;
3. May not imply that we are endorsing it or its products or services;
4. May not misrepresent its relationship with us;
5. May not present false, misleading, deceptive, or inaccurate information about our products or services;
6. May not contain content that could be construed as distasteful, offensive or controversial; and
7. May not state or imply anything about Advanta's financial products or services without our prior written consent.

XI. Your Use of the Sites is Restricted

A. You may not (a) decompile, disassemble, reverse engineer or translate or change, modify or otherwise alter the Sites or any technology accessible thereon or (b) interfere with or alter the Sites or gain access to any other services, hardware or networks owned, maintained or operated by Advanta, unless otherwise expressly permitted by Advanta. You represent, warrant and covenant that you will use the Sites and the Content only for authorized and legal purposes, consistent with all applicable laws, rules, regulations and the proprietary rights of third parties and these Terms and any applicable Additional Terms.

B. Neither the Sites, nor any Advanta Content owned, operated, licensed or controlled by us may be copied, reproduced, republished, modified, uploaded, posted, transmitted, or distributed in any way, except as expressly authorized herein. If you violate these restrictions, you may be subject to civil and criminal penalties. If we waive these restrictions in accordance with these Terms, the permission terminates automatically if you breach these Terms.

XII. Claims of Copyright Infringement

A. If you believe that your work has been copied and posted on the Sites in a way that constitutes copyright infringement, please provide our DMCA Agent with the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the copyright owner;
2. a description of the copyrighted work that you claim has been infringed;
3. the location of the allegedly infringing material on the Sites;
4. your address, telephone number, and email address;
5. a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;
6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

B. Advanta's DMCA Agent for notice of claims of copyright infringement pursuant to this Section, can be reached as follows:

Attn: DMCA Agent

Advanta Bank Corp.

Welsh and McKean Roads

Spring House, PA 19477

hello@ideablob.com

XIII. You are Bound by Changes to these Terms

We may at any time modify, amend, revise or replace these Terms, without notice to you, by updating this posting. By using any of the Sites following any such modification, amendment, revision or replacement, you agree to be bound by the terms thereof and should therefore periodically visit this page to determine the then-current Terms to which you are bound.

XIV. You Agree to Indemnify Us for Using the Sites

You are responsible for your own interactions and communications with other Users; however, Advanta reserves the right to monitor interactions, communications, and disputes between Users. You agree to indemnify, defend and hold harmless Advanta, its affiliates and their respective officers, directors, employees, agents, licensors, suppliers and any third party information providers from and against all claims, suits, actions, losses, expenses, damages, penalties and costs, including reasonable attorneys' fees, resulting from any actual or alleged violation of these Terms or use of the Sites by you or any person using your Password.

XV. Miscellaneous

Our failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. You agree that no joint venture, partnership, employment or agency relationship exists between you and Advanta or its affiliates as a result of these Terms, any Additional Terms or your use of the Sites. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms. We may assign our rights and duties under these Terms to any party at any time without notice to you. All notices, demands and other communications hereunder shall be in writing and shall be effective upon receipt, provided that Advanta may provide notice to you by posting announcements to the Sites or sending an e-mail to a User at any e-mail address furnished by such User. Except with respect to that body of law relating to conflicts of law, the laws of the Commonwealth of Pennsylvania shall govern these Terms. The parties agree to submit to jurisdiction and venue in the Commonwealth of Pennsylvania and in the U.S. district courts located therein. If any provision of these Terms or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of these Terms, or the application thereof to any person or circumstances other than those as to which it is invalid or

unenforceable, shall not be affected thereby, and each provision of these Terms shall be valid and enforced to the fullest extent of the law. These Terms, together with any Additional Terms, constitute the complete agreement between the parties and supersedes all previous communications and representations or agreements, either oral or written, with respect to the subject matter hereof. Sections V, VI, VII, VIII, XIV and such other provisions that, by their terms, should survive any termination or expiration of these Terms, shall survive any termination or expiration of these Terms. The headings and titles in these Terms are for convenience only and shall not have any legal or contractual effect.