

ESTTA Tracking number: **ESTTA718274**

Filing date: **01/04/2016**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

**Notice of Opposition**

Notice is hereby given that the following party opposes registration of the indicated application.

**Opposer Information**

Name	American Express Marketing & Development Corp.
Granted to Date of previous extension	01/03/2016
Address	200 Vesey Street New York, NY 10285 UNITED STATES
Attorney information	Timothy J. Kelly & Lisa Mottes Fitzpatrick, Cella, Harper & Scinto 1290 Avenue of the Americas New York, NY 10104 UNITED STATES tkelly@fchs.com, lmottes@fchs.com, jhiney@fchs.com, epagan@fchs.com, docketing@fchs.com

**Applicant Information**

Application No	85810689	Publication date	07/07/2015
Opposition Filing Date	01/04/2016	Opposition Period Ends	01/03/2016
Applicant	Digital Receipts, LLC 203 NE Front Street, Suite 101 Milford, DE 19963 UNITED STATES		

**Goods/Services Affected by Opposition**

Class 009. First Use: 2007/03/00 First Use In Commerce: 2007/03/00 All goods and services in the class are opposed, namely: Computer database management software for use in creating an online database for the organization, management, and statistical analysis of digitized receipts, personal account data, and financial records
--

**Applicant Information**

Application No	85810681	Publication date	07/07/2015
Opposition Filing Date	01/04/2016	Opposition Period Ends	
Applicant	Digital Receipts, LLC 203 NE Front Street, Suite 101 Milford, DE 19963 UNITED STATES		

**Goods/Services Affected by Opposition**

Class 035. First Use: 2007/03/00 First Use In Commerce: 2007/03/00  
 All goods and services in the class are opposed, namely: SERVICES FOR THE ORGANIZATION AND MANAGEMENT OF FINANCIAL RECORDS, NAMELY, RECORDS MANAGEMENT SERVICES IN THE NATURE OF MANAGING DIGITIZED RECEIPTS FOR OTHERS

Class 042. First Use: 2007/03/00 First Use In Commerce: 2007/03/00  
 All goods and services in the class are opposed, namely: COMPUTER SERVICES, NAMELY, HOSTING AND MAINTAINING AN ONLINE WEBSITE FOR THE ORGANIZATION, MANAGEMENT, AND STATISTICAL ANALYSIS OF DIGITIZED RECEIPTS, PERSONAL ACCOUNT DATA, AND FINANCIAL RECORDS

### Applicant Information

Application No	85811478	Publication date	07/07/2015
Opposition Filing Date	01/04/2016	Opposition Period Ends	
Applicant	Digital Receipts, LLC 203 NE Front Street, Suite 101 Milford, DE 19963 UNITED STATES		

### Goods/Services Affected by Opposition

Class 009. First Use: 2007/03/00 First Use In Commerce: 2007/03/00  
 All goods and services in the class are opposed, namely: Computer database management software for use in creating an online database for the organization, management, and statistical analysis of digitized receipts, personal account data, and financial records

### Applicant Information

Application No	85810677	Publication date	07/07/2015
Opposition Filing Date	01/04/2016	Opposition Period Ends	
Applicant	Digital Receipts, LLC 203 NE Front Street, Suite 101 Milford, DE 19963 UNITED STATES		

### Goods/Services Affected by Opposition

Class 035. First Use: 2007/03/00 First Use In Commerce: 2007/03/00  
 All goods and services in the class are opposed, namely: SERVICES FOR THE ORGANIZATION AND MANAGEMENT OF FINANCIAL RECORDS, NAMELY, RECORDS MANAGEMENT SERVICES IN THE NATURE OF MANAGING DIGITIZED RECEIPTS FOR OTHERS

Class 042. First Use: 2007/03/00 First Use In Commerce: 2007/03/00  
 All goods and services in the class are opposed, namely: COMPUTER SERVICES, NAMELY, HOSTING AND MAINTAINING AN ONLINE WEBSITE FOR THE ORGANIZATION, MANAGEMENT, AND STATISTICAL ANALYSIS OF DIGITIZED RECEIPTS, PERSONAL ACCOUNT DATA, AND FINANCIAL RECORDS

### Grounds for Opposition

The mark is merely descriptive	Trademark Act section 2(e)(1)
<i>Torres v. Cantine Torresella S.r.l.Fraud</i>	808 F.2d 46, 1 USPQ2d 1483 (Fed. Cir. 1986)
Other	Failure to prove acquired distinctiveness

Attachments	Consolidated Notice of Opposition.pdf(4311333 bytes )
-------------	---

---

---

## Certificate of Service

The undersigned hereby certifies that a copy of this paper has been served upon all parties, at their address record by First Class Mail on this date.

Signature	/LisaMottes/
Name	Timothy J. Kelly & Lisa Mottes
Date	01/04/2016

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

American Express Marketing & Development Corp.,	)	<i>In re</i> Serial No. 85810689
	)	Mark: <b>RECEIPTMATCH SIMPLY SHOP</b>
	)	
Opposer,	)	<i>In re</i> Serial No. 85810681
	)	Mark: <b>RECEIPTMATCH SIMPLY SHOP</b>
	)	
	)	<i>In re</i> Serial No. 85811478
	)	Mark: <b>RECEIPTMATCH</b>
	)	
v.	)	<i>In re</i> Serial No. 85810677
	)	Mark: <b>RECEIPTMATCH</b>
Digital Receipts, LLC,	)	
	)	Opposition No.:
Applicant.	)	

**CONSOLIDATED NOTICE OF OPPOSITION**

In the matter of pending trademark application Serial No. 85810689 for “Receiptmatch Simply Shop” for “computer database management software for use in creating an online database for the organization, management, and statistical analysis of digitized receipts, personal account data and financial records” in International Class 9; Serial No. 85810681 for the mark “Receiptmatch Simply Shop” for “services for the organization and management of financial records, namely, records management services in the nature of managing digitized receipts for others” in International Class 35 and “computer services, namely, hosting and maintaining an online website for the organization, management, and statistical analysis of digitized receipts, personal account data, and financial records” in International 42; Serial No. 85811478 for the mark “Receiptmatch” for “computer database management software for use in creating an online database for organization, management, and statistical analysis of

digitized receipts, personal account data, and financial records” in International Class 9; and Serial No. 85810677 for the mark “Receiptmatch” for “services for the organization and management of financial records, namely, records management services in the nature of managing digitized receipts for others” in International Class 35 and “computer services, namely, hosting and maintaining an online website for the organization, management, and statistical analysis of digitized receipts, personal account data, and financial records” in International 42 (hereinafter, collectively, “Applicant’s Alleged Marks” and the “Opposed Goods/Services”), all applications published on July 7, 2015, and filed by Digital Receipts, LLC, a Delaware limited liability company with an address at 203 NE Front Street, Suite 101, Milford, Delaware 19963 (hereinafter “Applicant”), Opposer American Express Marketing & Development Corp. (hereinafter “American Express”), with a business address at 200 Vesey Street, New York, New York 10285, believes Applicant is not entitled to registration of its Alleged Marks for the Opposed Goods/Services and is not entitled to the exclusive use thereof.

The grounds for the opposition are as follows:

1. Opposer American Express Marketing and Development Corp. is a Delaware corporation having a business address at 200 Vesey Street, New York, NY 10285.
2. Opposer (together with its related and affiliated companies) is the world’s largest charge card issuer and is a prominent supplier of other related financial and consumer services. Among the many valuable trademarks owned by American Express is the mark RECEIPTMATCH, which is used by American Express in connection with an expense management application for tablets and smartphones that allows users, among other things, to organize receipts and track spending. American Express licenses its trademarks, including the

RECEIPTMATCH mark, to its parent company American Express Travel Related Services Company, Inc. (TRS). By itself and through its predecessors in interest and licensees, TRS has provided and marketed a wide variety of goods and services, including credit cards, incentive and reward services, and other financial products and services. For the RECEIPTMATCH trademark, TRS has advertised and promoted the RECEIPTMATCH application through a variety of media outlets, including the Internet. An example of such advertising and promotion can be found at <https://www.americanexpress.com/us/small-business/openhome/receiptmatch>.

3. The goods offered by American Express under the RECEIPTMATCH Trademark have been available continuously since at least as early as November 2012, which is prior to the December 26 and 27, 2012 filing dates of the trademark applications opposed herein.

4. American Express owns an application for RECEIPTMATCH (Serial No. 85740410) for a “downloadable software application featuring an expense reconciliation function that matches receipt images to the corresponding transactions on a card statement” in International Class 9. This application was filed on September 27, 2012 and was later amended to the Supplemental Register on April 22, 2013. American Express will make of record the current status and title of its RECEIPTMATCH trademark application during its Testimony Period.

5. Opposer has standing to oppose Applicant’s Alleged Marks because Opposer’s RECEIPTMATCH application has been suspended pending registration or abandonment of Applicant’s Alleged Marks. *See* Exhibit 1 hereto. Specifically, as explained in Exhibit 1, the Trademark Examining Attorney examining Opposer’s application has indicated that the effective

filing date of Applicant's Alleged Marks precedes the effective filing date of Opposer's application (as amended to the Supplemental Register), and that if Applicant's Alleged Marks register, Opposer's application may be refused registration under Section 2(d) because of a likelihood of confusion with those registered marks. Accordingly, Opposer has a real interest in the subject matter of the opposition in that it will be damaged by the registration of the applications opposed herein. Pursuant to T.B.M.P. § 309.03(b), Opposer therefore has standing to oppose Applicant's Alleged Marks. *See Nextel Communications Inc. v. Motorola Inc.*, 91 USPQ2d 1393, 1400 (TTAB 2009).

6. American Express's RECEIPTMATCH trademark was filed prior to the trademark applications opposed herein and was cited in Office Actions dated April 20, 2013 against Serial Nos. 85811478 and 85810689, and Suspension Letters dated April 20, 2013 against Serial Nos. 85810681 and 85810677. In response, Applicant argued, *inter alia*, that the services offered under the applications opposed herein were different from the services offered by American Express under its RECEIPTMATCH mark.

7. As a first ground for opposition, Opposer alleges that Applicant committed fraud on the Trademark Office in connection with the prosecution of the Applications opposed herein by making false statements of material fact in support of its allegation that its marks had acquired distinctiveness under Section 2(f) as a result of more than five years of continuous and substantially exclusive use. Such false statements were purposefully and knowingly made for the express purpose of overcoming the Trademark Examining Attorney's conclusion (ultimately affirmed by the Board (*see* paragraph 17, *infra*)) that the marks shown in the applications opposed herein are merely descriptive. By submitting the fabricated evidence described *infra*, Applicant

was able to persuade the Trademark Examining Attorney that the marks shown in the applications opposed herein had acquired distinctiveness as a result of Applicant's purported continuous and substantially exclusive use of the marks for at least five years and thus that such marks were registrable pursuant to Section 2(f). Applicant knew that absent such evidence, its applications would never have been allowed.

8. Specifically, the March 2007 date of first use and date of first use in commerce as alleged in the trademark applications opposed herein is fabricated and was fraudulently submitted to the Trademark Office with deceptive intent. There has been no *bona fide* evidence submitted by the Applicant to justify this first use date. In fact, Applicant initially alleged that its first use date was August 2011 (*see* December 26/27, 2012 Applications) and then later amended this date to March 2007. *See* May 6, 2014 Request for Reconsideration After Final Action.

9. The specimen that was submitted to support the March 2007 date—a “Screenshot of software”—shows dates as of only 2012, and nothing in this specimen indicates that the software or anything bearing any of the marks opposed herein was available in March 2007. Additionally, the initial specimen submitted by the Applicant with its December 2012 applications was also, as admitted by the Applicant and through a Declaration of the Applicant's President and CEO, never in use or distributed to the public and instead was an internal document indicating that the services were “coming soon”. *See* May 6, 2014 Request for Reconsideration After Final Action.

10. Applicant has also indicated that it created a website in 2009. While this of course does not help with the March 2007 date of first use, Applicant's statement in its May 6, 2014 Request for Reconsideration after Final Office Action and July 11, 2014 Response to

Office Action that it created this website in 2009 was fabricated in order to provide further support for the Section 2(f) claim. Specifically, no evidence of this website being active in 2009 was made of record during prosecution, and the mere ownership of a website address domain name does not constitute use of a trademark. *See, e.g.*, T.M.E.P. § 1215.02(a) (“The mark, as depicted on the specimen, must be presented in a manner that will be perceived by potential purchasers to indicate source and not as merely informational indication of the domain name address used to access a website.”). Further, according to the ICANN WHOIS website, the domain name associated with Applicant’s website, [www.receiptmatch.com](http://www.receiptmatch.com), was not created until April 16, 2011. *See* Exhibit 2.

11. Further still, a review of Internet Archive Wayback Machine shows that Applicant’s website did not exist until January 2013, at which time it displayed an error page. *See* Exhibit 3 (Internet Archive Wayback Machine printouts). An identical error page existed in June 2013. *Id.* The website was not active until October 2013. *Id.*

12. Although as of the filing of this Notice of Opposition Applicant’s website is “active,” the webpage (as it did in the specimen submitted in December 2012), indicates that some of Applicant’s services are still not available; specifically, the website states: “NOT ALL OF OUR SERVICES ARE CURRENTLY AVAILABLE” and “MOBILE APP COMING SOON”. Further still, according to Applicant’s own statements, its social media websites have also only been active since 2010. *See, e.g.*, July 11, 2014 Response to Office Action for Trademark Application Serial No. 85811478.

13. While Applicant alleges in support of its Section 2(f) claim that Applicant’s principal had been traveling to trade shows to advertise and promote Applicant’s Alleged Marks

and provide presentations of the Applicant's services since 2006, these statements are false and not supported by the evidence submitted during prosecution of the applications opposed herein. Moreover, such statements (and others made by Applicant in support of its Section 2(f) claims for the applications opposed herein) are contradicted by correspondence that American Express received from Applicant's counsel on February 25, 2013. Specifically, as Exhibit A to this correspondence, Applicant provided a letter from Applicant's principal dated February 22, 2013 that alleged, among other things, that:

- a. "[s]ince or before August 2011, I have personally traveled around the United States facilitating meetings and offered services in connection with the organization of financial records under the mark 'RECEIPTMATCH'.  
*Specifically I began offering these services to customers in January 2010*" (emphasis added); and
- b. "[s]ince early 2012, I have also used social media to advertise my 'RECEIPTMATCH' services" (emphasis added).

Such statements plainly contradict the representations made by Applicant in furtherance of its Section 2(f) arguments in support of the applications opposed herein and evidence an intent to commit fraud on the Trademark Office in prosecuting the opposed applications.

14. Moreover, on information and belief, certain of the purported "Customer Declarations" attached to the above-referenced February 2013 correspondence were altered to change the dates to support an earlier date of first use.

15. Therefore, Opposer submits that the alleged March 2007 date of first use was fabricated by Applicant in order to position itself to be able to allege more than five years of

continuous use of the mark in commerce. Applicant made these false statements as to the use of the Applicant's Alleged Marks with the intent to deceive the USPTO to obtain trademark registrations by virtue of a claim of acquired distinctiveness under Section 2(f), and made these false statements as to the use of the Applicant's Alleged Marks knowingly. Therefore, Applicant has committed fraud on the USPTO. *In re Bose Corp.*, 580, F.3d 1240, 1245 (Fed. Cir. 2009); *Torres v. Cantine Torresella S.r.l.* 808 F.2d 46, 1 USPQ2d 1483 (Fed. Cir. 1986).

16. As a second ground for its Notice of Opposition, Opposer submits that the term "Receiptmatch" is a descriptive term for the Opposed Goods/Services. The term "receipt" is defined as "a written acknowledgment by a receiver of money, goods, etc., that payment or delivery has been made." Exhibit 4 (print out from <http://www.collinsdictionary.com/dictionary/english/receipt>). The term "match" is defined as "to resemble, harmonize with, correspond to, or equal (one another or something else)." Exhibit 5 (print out from <http://www.collinsdictionary.com/dictionary/english/match>). Applicant has applied for and uses "Receiptmatch" in connection with a service that stores the written acknowledgment of purchases—i.e., receipts—so that they can be aggregated, organized, and viewed—i.e., matched. See Exhibit 6 (printout from [www.receiptmatch.com](http://www.receiptmatch.com)). Therefore, "Receiptmatch" as applied to the Opposed Goods/Services is merely descriptive of those goods and services under Trademark Act section 2(e)(1).

17. Indeed, the Trademark Trial and Appeal Board has already concluded this with respect to the marks in the applications opposed herein. See, *In re Digital Receipts, LLC*, No. 85810677 (T.T.A.B. March 16, 2015).

18. The only evidence that applicant has submitted to overcome its 2(e)(1) refusal and to support its claims of acquired distinctiveness is its March 2007 first use in commerce date and an allegation of more than five years of continuous use of the mark in commerce. *See* July 11, 2014 Response to Office Action. This evidence, however, is insufficient to demonstrate acquired distinctiveness to overcome the merely descriptive refusal.

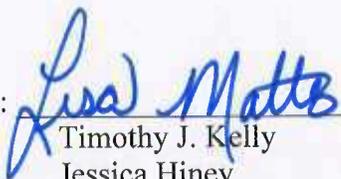
19. As indicated above, upon information and belief, Applicant's alleged March 2007 first use date is false and was fraudulently submitted to the USPTO. Indeed, Applicant's own website and Facebook page indicate that its mobile app is "coming soon" and that "NOT ALL OF OUR SERVICES ARE CURRENTLY AVAILABLE". *See* Exhibit 6 ([www.receiptmatch.com](http://www.receiptmatch.com)) and Exhibit 7 (Facebook "about" section).

20. For the foregoing reasons, Applicant is not entitled to registration of its alleged marks for "Receiptmatch" and "Receiptmatch Simply Shop" for the goods/services set forth in the applications opposed herein, and is not entitled to the exclusive use thereof.

WHEREFORE, Opposer respectfully requests that this consolidated opposition be sustained, and that registration of the marks identified in opposed trademark application Serial No. 85810689 for "Receiptmatch Simply Shop"; Serial No. 85810681 for the mark "Receiptmatch Simply Shop"; Serial No. 85811478 for the mark "Receiptmatch"; and Serial No. 85810677 for the mark "Receiptmatch", be refused.

Respectfully submitted,

Dated: January 4, 2016

By:  \_\_\_\_\_  
Timothy J. Kelly  
Jessica Hiney  
Lisa Mottes  
FITZPATRICK, CELLA, HARPER  
& SCINTO  
1290 Avenue of the Americas  
New York, New York 10104-3800  
Tel. (212) 218-2100

Attorneys for Opposer American Express  
Marketing & Development Corp.

**CERTIFICATE OF SERVICE**

I hereby certify that on January 4, 2016 a copy of the foregoing CONSOLIDATED NOTICE OF OPPOSITION was served by first class mail, postage prepaid to Applicant's attorney of record:

JEFFREY H HANDELSMAN  
GREENBLUM & BERNSTEIN PLC  
1950 ROLAND CLARKE PLACE  
RESTON, VIRGINIA UNITED STATES 20191

  
\_\_\_\_\_  
Lisa Mottes

# EXHIBIT 1

**To:** American Express Marketing & Development ETC. ([trademarks@aexp.com](mailto:trademarks@aexp.com))  
**Subject:** U.S. TRADEMARK APPLICATION NO. 85740410 - RECEIPTMATCH - N/A  
**Sent:** 12/18/2013 4:11:50 PM  
**Sent As:** ECOM107@USPTO.GOV  
**Attachments:** [Attachment - 1](#)  
[Attachment - 2](#)  
[Attachment - 3](#)  
[Attachment - 4](#)  
[Attachment - 5](#)  
[Attachment - 6](#)  
[Attachment - 7](#)  
[Attachment - 8](#)

**UNITED STATES PATENT AND TRADEMARK OFFICE (USPTO)  
OFFICE ACTION (OFFICIAL LETTER) ABOUT APPLICANT'S TRADEMARK APPLICATION**

**U.S. APPLICATION SERIAL NO.** 85740410

**MARK:** RECEIPTMATCH

**\*85740410\***

**CORRESPONDENT ADDRESS:**

KERRY FARRELL  
AMERICAN EXPRESS MARKETING & DEVELOPMENT  
200 VESEY ST  
NEW YORK, NY 10285-0002

**GENERAL TRADEMARK IN**  
<http://www.uspto.gov/tradema>

**APPLICANT:** American Express Marketing & Development ETC.

**CORRESPONDENT'S REFERENCE/DOCKET NO :**

N/A

**CORRESPONDENT E-MAIL ADDRESS:**

trademarks@aexp.com

**SUSPENSION NOTICE: NO RESPONSE NEEDED**

**ISSUE/MAILING DATE:** 12/18/2013

The trademark examining attorney is suspending action on the application for the reason(s) stated below.  
*See 37 C.F.R. §2.67; TMEP §§716 et seq.*

The USPTO will periodically conduct a status check of the application to determine whether suspension

remains appropriate, and the trademark examining attorney will issue as needed an inquiry letter to applicant regarding the status of the matter on which suspension is based. TMEP §§716.04, 716.05. Applicant will be notified when suspension is no longer appropriate. *See* TMEP §716.04.

No response to this notice is necessary; however, if applicant wants to respond, applicant should use the “Response to Suspension Inquiry or Letter of Suspension” form online at <http://teasroa.uspto.gov/rsi/rsi>.

**PRIOR-FILED PENDING APPLICATION(S) FOUND:** The trademark examining attorney has searched the USPTO’s database of registered and pending marks and has found no similar registered marks that would bar registration under Trademark Act Section 2(d). TMEP §704.02; *see* 15 U.S.C. §1052(d). However, a mark(s) in a prior-filed pending application(s) may present a bar to registration of applicant’s mark.

The effective filing date of the pending application(s) identified below precedes the filing date of applicant’s application. If the mark in the referenced application(s) registers, applicant’s mark may be refused registration under Section 2(d) because of a likelihood of confusion with that registered mark(s). *See* 15 U.S.C. §1052(d); 37 C.F.R. §2.83; TMEP §§1208 *et seq.* Therefore, action on this application is suspended until the earlier-filed referenced application(s) is either registered or abandoned. 37 C.F.R. §2.83(c). A copy of information relevant to this referenced application(s) is attached.

- Application Serial No(s). 85810677, 85810681, 85810689, and 85811478

/Yatsye I. Lee/  
Trademark Examining Attorney  
Law Office 107  
Phone: 571-272-3897  
yatsye.lee@uspto.gov

**PERIODICALLY CHECK THE STATUS OF THE APPLICATION:** To ensure that applicant does not miss crucial deadlines or official notices, check the status of the application every three to four months using the Trademark Status and Document Retrieval (TSDR) system at <http://tsdr.uspto.gov/>. Please keep a copy of the TSDR status screen. If the status shows no change for more than six months, contact the Trademark Assistance Center by e-mail at [TrademarkAssistanceCenter@uspto.gov](mailto:TrademarkAssistanceCenter@uspto.gov) or call 1-800-786-9199. For more information on checking status, see <http://www.uspto.gov/trademarks/process/status/>.

**TO UPDATE CORRESPONDENCE/E-MAIL ADDRESS:** Use the Trademark Electronic Application System (TEAS) form at <http://www.uspto.gov/trademarks/teas/correspondence.jsp>.

**DESIGN MARK**

**Serial Number**

85810677

**Status**

NON-FINAL ACTION - MAILED

**Word Mark**

RECEIPTMATCH

**Standard Character Mark**

Yes

**Type of Mark**

SERVICE MARK

**Register**

PRINCIPAL

**Mark Drawing Code**

(4) STANDARD CHARACTER MARK

**Owner**

Digital Receipts, LLC LIMITED LIABILITY COMPANY DELAWARE 203 NE Front Street, Suite 101 Milford DELAWARE 19963

**Goods/Services**

Class Status -- ACTIVE. IC 035. US 100 101 102. G & S: SERVICES FOR THE ORGANIZATION AND MANAGEMENT OF FINANCIAL RECORDS, NAMELY, RECORDS MANAGEMENT SERVICES IN THE NATURE OF MANAGING DIGITIZED RECEIPTS FOR OTHERS. First Use: 2011/08/11. First Use In Commerce: 2011/08/11.

**Goods/Services**

Class Status -- ACTIVE. IC 042. US 100 101. G & S: COMPUTER SERVICES, NAMELY, HOSTING AND MAINTAINING AN ONLINE WEBSITE FOR THE ORGANIZATION, MANAGEMENT, AND STATISTICAL ANALYSIS OF DIGITIZED RECEIPTS, PERSONAL ACCOUNT DATA, AND FINANCIAL RECORDS. First Use: 2011/08/11. First Use In Commerce: 2011/08/11.

**Filing Date**

2012/12/26

**Examining Attorney**

AIKENS, RONALD

**Attorney of Record**

Lindette C. Hassan, Esquire

# RECEIPTMATCH

**DESIGN MARK**

**Serial Number**

85810681

**Status**

NON-FINAL ACTION - MAILED

**Word Mark**

RECEIPTMATCH SIMPLY SHOP

**Standard Character Mark**

Yes

**Type of Mark**

SERVICE MARK

**Register**

PRINCIPAL

**Mark Drawing Code**

(4) STANDARD CHARACTER MARK

**Owner**

Digital Receipts, LLC LIMITED LIABILITY COMPANY DELAWARE 203 NE Front Street, Suite 101 Milford DELAWARE 19963

**Goods/Services**

Class Status -- ACTIVE. IC 035. US 100 101 102. G & S: SERVICES FOR THE ORGANIZATION AND MANAGEMENT OF FINANCIAL RECORDS, NAMELY, RECORDS MANAGEMENT SERVICES IN THE NATURE OF MANAGING DIGITIZED RECEIPTS FOR OTHERS. First Use: 2011/08/11. First Use In Commerce: 2011/08/11.

**Goods/Services**

Class Status -- ACTIVE. IC 042. US 100 101. G & S: COMPUTER SERVICES, NAMELY, HOSTING AND MAINTAINING AN ONLINE WEBSITE FOR THE ORGANIZATION, MANAGEMENT, AND STATISTICAL ANALYSIS OF DIGITIZED RECEIPTS, PERSONAL ACCOUNT DATA, AND FINANCIAL RECORDS. First Use: 2011/08/11. First Use In Commerce: 2011/08/11.

**Filing Date**

2012/12/26

**Examining Attorney**

AIKENS, RONALD

**Attorney of Record**

Lindette C. Hassan, Esquire

RECEIPTMATCH SIMPLY SHOP

**DESIGN MARK**

**Serial Number**

85810689

**Status**

NON-FINAL ACTION - MAILED

**Word Mark**

RECEIPTMATCH SIMPLY SHOP

**Standard Character Mark**

Yes

**Type of Mark**

TRADEMARK

**Register**

PRINCIPAL

**Mark Drawing Code**

(4) STANDARD CHARACTER MARK

**Owner**

Digital Receipts, LLC LIMITED LIABILITY COMPANY DELAWARE 203 NE Front Street, Suite 101 Milford DELAWARE 19963

**Goods/Services**

Class Status -- ACTIVE. IC 009. US 021 023 026 036 038. G & S: Computer database management software for use in creating an online database for the organization, management, and statistical analysis of digitized receipts, personal account data, and financial records. First Use: 2011/08/11. First Use In Commerce: 2011/08/11.

**Filing Date**

2012/12/26

**Examining Attorney**

AIKENS, RONALD

**Attorney of Record**

Lindette C. Hassan, Esquire

RECEIPTMATCH SIMPLY SHOP

**DESIGN MARK**

**Serial Number**

85811478

**Status**

NON-FINAL ACTION - MAILED

**Word Mark**

RECEIPTMATCH

**Standard Character Mark**

Yes

**Type of Mark**

TRADEMARK

**Register**

PRINCIPAL

**Mark Drawing Code**

(4) STANDARD CHARACTER MARK

**Owner**

Digital Receipts, LLC LIMITED LIABILITY COMPANY DELAWARE 203 NE Front Street, Suite 101 Milford DELAWARE 19963

**Goods/Services**

Class Status -- ACTIVE. IC 009. US 021 023 026 036 038. G & S: Computer database management software for use in creating an online database for the organization, management, and statistical analysis of digitized receipts, personal account data, and financial records. First Use: 2011/08/11. First Use In Commerce: 2011/08/11.

**Filing Date**

2012/12/27

**Examining Attorney**

AIKENS, RONALD

**Attorney of Record**

Lindette C. Hassan, Esquire

# RECEIPTMATCH

**To:** American Express Marketing & Development ETC. ([trademarks@aexp.com](mailto:trademarks@aexp.com))  
**Subject:** U.S. TRADEMARK APPLICATION NO. 85740410 - RECEIPTMATCH - N/A  
**Sent:** 12/18/2013 4:11:50 PM  
**Sent As:** ECOM107@USPTO.GOV  
**Attachments:**

**UNITED STATES PATENT AND TRADEMARK OFFICE (USPTO)**

**IMPORTANT NOTICE REGARDING YOUR  
U.S. TRADEMARK APPLICATION**

USPTO OFFICE ACTION (OFFICIAL LETTER) HAS ISSUED  
ON **12/18/2013** FOR U.S. APPLICATION SERIAL NO. 85740410

Please follow the instructions below:

**(1) TO READ THE LETTER:** Click on this [link](#) or go to <http://tsdr.uspto.gov/>, enter the U.S. application serial number, and click on “Documents.”

The Office action may not be immediately viewable, to allow for necessary system updates of the application, but will be available within 24 hours of this e-mail notification.

**(2) QUESTIONS:** For questions about the contents of the Office action itself, please contact the assigned trademark examining attorney. For *technical* assistance in accessing or viewing the Office action in the Trademark Status and Document Retrieval (TSDR) system, please e-mail [TSDR@uspto.gov](mailto:TSDR@uspto.gov).

**WARNING**

**PRIVATE COMPANY SOLICITATIONS REGARDING YOUR APPLICATION:** Private companies **not** associated with the USPTO are using information provided in trademark applications to mail or e-mail trademark-related solicitations. These companies often use names that closely resemble the USPTO and their solicitations may look like an official government document. Many solicitations require that you pay “fees.”

Please carefully review all correspondence you receive regarding this application to make sure that you are responding to an official document from the USPTO rather than a private company solicitation. All official USPTO correspondence will be mailed only from the “United States Patent and Trademark Office” in Alexandria, VA; or sent by e-mail from the domain “@uspto.gov.” For more information on how to handle private company solicitations, see

[http://www.uspto.gov/trademarks/solicitation\\_warnings.jsp](http://www.uspto.gov/trademarks/solicitation_warnings.jsp).

## EXHIBIT 2

[Lookup](#)

*Showing results for: RECEIPTMATCH.COM*

Original Query: www.receiptmatch.com

## Contact Information

### Registrant Contact

Name: Registration Private

Organization: Domains By Proxy, LLC

Mailing Address: DomainsByProxy.com, Scottsdale Arizona 85260 US

Phone: +1.4806242599

Ext:

Fax: +1.4806242598

Fax Ext:

Email:RECEIPTMATCH.COM@domainsbyproxy.com

### Admin Contact

Name: Registration Private

Organization: Domains By Proxy, LLC

Mailing Address: DomainsByProxy.com, Scottsdale Arizona 85260 US

Phone: +1.4806242599

Ext:

Fax: +1.4806242598

Fax Ext:

Email:RECEIPTMATCH.COM@domainsbyproxy.com

### Tech Contact

Name: Registration Private

Organization: Domains By Proxy, LLC  
Mailing Address: DomainsByProxy.com, Scottsdale Arizona 85260 US  
Phone: +1.4806242599  
Ext:  
Fax: +1.4806242598  
Fax Ext:  
Email:RECEIPTMATCH.COM@domainsbyproxy.com

## Registrar

WHOIS Server: whois.godaddy.com  
URL: <http://www.godaddy.com>  
Registrar: GoDaddy.com, LLC  
IANA ID: 146  
Abuse Contact Email: [abuse@godaddy.com](mailto:abuse@godaddy.com)  
Abuse Contact Phone: +1.4806242505

## Status

Domain Status:clientTransferProhibited  
<http://www.icann.org/epp#clientTransferProhibited>  
Domain Status:clientUpdateProhibited  
<http://www.icann.org/epp#clientUpdateProhibited>  
Domain Status:clientRenewProhibited  
<http://www.icann.org/epp#clientRenewProhibited>  
Domain Status:clientDeleteProhibited  
<http://www.icann.org/epp#clientDeleteProhibited>

## Important Dates

Updated Date: 2015-04-17  
Created Date: 2011-04-16  
Registration Expiration Date: 2016-04-16

## Name Servers

NS71.DOMAINCONTROL.COM

NS72.DOMAINCONTROL.COM

## Raw WHOIS Record

Domain Name: RECEIPTMATCH.COM  
Registry Domain ID: 1651259966\_DOMAIN\_COM-VRSN  
Registrar WHOIS Server: whois.godaddy.com  
Registrar URL: <http://www.godaddy.com>  
Update Date: 2015-04-17T09:49:27Z  
Creation Date: 2011-04-16T18:20:48Z  
Registrar Registration Expiration Date: 2016-04-16T18:20:48Z  
Registrar: GoDaddy.com, LLC  
Registrar IANA ID: 146  
Registrar Abuse Contact Email: [abuse@godaddy.com](mailto:abuse@godaddy.com)  
Registrar Abuse Contact Phone: +1.4806242505  
Domain Status: clientTransferProhibited  
<http://www.icann.org/epp#clientTransferProhibited>  
Domain Status: clientUpdateProhibited  
<http://www.icann.org/epp#clientUpdateProhibited>  
Domain Status: clientRenewProhibited  
<http://www.icann.org/epp#clientRenewProhibited>  
Domain Status: clientDeleteProhibited  
<http://www.icann.org/epp#clientDeleteProhibited>  
Registry Registrant ID:  
Registrant Name: Registration Private  
Registrant Organization: Domains By Proxy, LLC  
Registrant Street: DomainsByProxy.com  
Registrant Street: 14747 N Northsight Blvd Suite 111, PMB 309  
Registrant City: Scottsdale  
Registrant State/Province: Arizona  
Registrant Postal Code: 85260  
Registrant Country: US  
Registrant Phone: +1.4806242599  
Registrant Phone Ext:  
Registrant Fax: +1.4806242598  
Registrant Fax Ext:  
Registrant Email: [RECEIPTMATCH.COM@domainsbyproxy.com](mailto:RECEIPTMATCH.COM@domainsbyproxy.com)  
Registry Admin ID:  
Admin Name: Registration Private

Admin Organization: Domains By Proxy, LLC  
Admin Street: DomainsByProxy.com  
Admin Street: 14747 N Northsight Blvd Suite 111, PMB 309  
Admin City: Scottsdale  
Admin State/Province: Arizona  
Admin Postal Code: 85260  
Admin Country: US  
Admin Phone: +1.4806242599  
Admin Phone Ext:  
Admin Fax: +1.4806242598  
Admin Fax Ext:  
Admin Email: RECEIPTMATCH.COM@domainsbyproxy.com  
Registry Tech ID:  
Tech Name: Registration Private  
Tech Organization: Domains By Proxy, LLC  
Tech Street: DomainsByProxy.com  
Tech Street: 14747 N Northsight Blvd Suite 111, PMB 309  
Tech City: Scottsdale  
Tech State/Province: Arizona  
Tech Postal Code: 85260  
Tech Country: US  
Tech Phone: +1.4806242599  
Tech Phone Ext:  
Tech Fax: +1.4806242598  
Tech Fax Ext:  
Tech Email: RECEIPTMATCH.COM@domainsbyproxy.com  
Name Server: NS71.DOMAINCONTROL.COM  
Name Server: NS72.DOMAINCONTROL.COM  
DNSSEC: unsigned  
URL of the ICANN WHOIS Data Problem Reporting System:  
<http://wdprs.internic.net/>  
>>> Last update of WHOIS database: 2016-01-04T21:00:00Z <<<

For more information on Whois status codes, please visit  
<https://www.icann.org/resources/pages/epp-status-codes-2014-06-16-en>

The data contained in GoDaddy.com, LLC's WhoIs database, while believed by the company to be reliable, is provided "as is" with no guarantee or warranties regarding its accuracy. This information is provided for the sole purpose of assisting you in obtaining information about domain name registration records. Any use of this data for any other purpose is expressly forbidden without the prior written permission of GoDaddy.com, LLC. By submitting an inquiry, you agree to these terms of usage and limitations of warranty. In particular, you agree not to use this data to allow, enable, or otherwise make

possible, dissemination or collection of this data, in part or in its entirety, for any purpose, such as the transmission of unsolicited advertising and solicitations of any kind, including spam. You further agree not to use this data to enable high volume, automated or robotic electronic processes designed to collect or compile this data for any purpose, including mining this data for your own personal or commercial purposes.

Please note: the registrant of the domain name is specified in the "registrant" section. In most cases, GoDaddy.com, LLC is not the registrant of domain names listed in this database.

**Submit a Complaint for WHOIS**  
[WHOIS Inaccuracy Complaint Form](#)  
[WHOIS Service Complaint Form](#)

[WHOIS Compliance FAQs](#)

#### NOTICE, DISCLAIMERS AND TERMS OF USE:

All results shown are captured from registries and/or registrars and are framed in real-time. ICANN does not generate, collect, retain or store the results shown other than for the transitory duration necessary to show these results in response to real-time queries.\* These results are shown for the sole purpose of assisting you in obtaining information about domain name registration records and for no other purpose. You agree to use this data only for lawful purposes and further agree not to use this data (i) to allow, enable, or otherwise support the transmission by email, telephone, or facsimile of mass unsolicited, commercial advertising, or (ii) to enable high volume, automated, electronic processes to collect or compile this data for any purpose, including without limitation mining this data for your own personal or commercial purposes. ICANN reserves the right to restrict or terminate your access to the data if you fail to abide by these terms of use. ICANN reserves the right to modify these terms at any time. By submitting a query, you agree to abide by these terms.

\* There is one exception: ICANN acts as the registry operator for the .int TLD, and in that capacity it does collect, generate, retain and store information regarding registrations in the .int TLD.

© 2016 Internet Corporation for Assigned Names and Numbers [Privacy Policy](#)

# EXHIBIT 3



This calendar view maps the number of times <http://www.receiptmatch.com> was crawled by the Wayback Machine, *not* how many times the site was actually updated. More info in the [FAQ](#).

The Wayback Machine is an initiative of the [Internet Archive](#), a 501(c)(3) non-profit, building a digital library of Internet sites and other cultural artifacts in digital form. Other [projects](#) include [Open Library](#) & [archive-it.org](#).

Your use of the Wayback Machine is subject to the Internet Archive's [Terms of Use](#).

INTERNET ARCHIVE  
Wayback Machine

3 captures  
29 Jan 13 - 27 Nov 13

<http://app.launchrock.com/uhoh?code=nr&domain=receiptmatch.com> Go

DEC JAN JUN  
◀ 29 ▶  
2012 2013 2014



#### It appears that something may be broken.

You may be seeing this error for one of the following reasons:

1. You may need to clear your cache.
2. It can take 72 hours for changes to your DNS to go live with your web host.
3. You have not clicked 'Launch!' in the LaunchRock site builder yet.
4. You did not click 'Update Site' after you made changes to your DNS.
5. You have not correctly configured your domain settings in Step 5 of the LaunchRock site builder.
6. You have not correctly configured your CNAME Record or A Record in your Web Host's control panel.

We apologize for the problem. For detailed instructions and support to help you resolve any of these issues, please visit our support page.

INTERNET ARCHIVE  
**Wayback Machine**

3 captures  
29 Jan 13 - 27 Nov 13

DEC JAN JUN  
◀ 29 ▶  
2012 2013 2014

Close  
Help

INTERNET ARCHIVE  
Wayback Machine

3 captures  
29 Jan 13 - 27 Nov 13

http://app.launchrock.com/uhoh?code=nr&domain=receiptmatch.com

Go

JAN JUN NOV  
◀ 23 ▶  
2012 2013 2014



#### It appears that something may be broken.

You may be seeing this error for one of the following reasons:

1. You may need to clear your cache.
2. It can take 72 hours for changes to your DNS to go live with your web host.
3. You have not clicked 'Launch!' in the LaunchRock site builder yet.
4. You did not click 'Update Site' after you made changes to your DNS.
5. You have not correctly configured your domain settings in Step 5 of the LaunchRock site builder.
6. You have not correctly configured your CNAME Record or A Record in your Web Host's control panel.

We apologize for the problem. For detailed instructions and support to help you resolve any of these issues, please visit our support page.

INTERNET ARCHIVE  
**Wayback Machine**

3 captures  
29 Jan 13 - 27 Nov 13

JAN JUN NOV  
◀ 23 ▶  
2012 2013 2014

Close  
Help

INTERNET ARCHIVE  
**Wayback Machine**

[11 captures](#)  
29 Jan 13 - 8 Dec 15

JUN OCT JAN  
◀ 9 ▶  
2012 2013 2014

- [WHAT WE DO](#)
- [Sign Up Today](#)
- [We Are Hiring](#)
- [Connect](#)
- [Facebook](#)
- [Twitter](#)



•

INTERNET ARCHIVE  
waybackmachine do [11 captures](#)  
29 Jan 13 - 8 Dec 15

http://www.receiptmatch.com/ Go

JUN OCT JAN  
◀ 9 ▶  
2012 2013 2014

**ReceiptMatch™** is for the consumer who is looking to streamline their expense management. No more lost or damaged receipts, at **ReceiptMatch™** we believe all your transactions should be safe and secure in one central online location allowing you to seamlessly access, store and manage your receipts. We simplify this process by aggregating all your purchases, allowing them to be organized digitally, so that all you have to do is *Simply Shop™*.

***Say Goodbye to Paper Receipts and Hello to ReceiptMatch™***



### **It's This Simple:**

- **SEND.** Forward us your Receipts or use our mobile app (Coming soon)
- **ORGANIZE.** Our team digitizes your Receipts
- **DISCOVER.** View all of your receipts in ONE place
- ***SIMPLY SHOP™***. Know your transactions are stored with us

### **Sign Up Today**

Sign up to get started with us and stay updated for the release of our iPhone & Android App, as well as many more features to come!

Name

Email

Message

Submit

*\*NOT ALL OF OUR SERVICES ARE CURRENTLY AVAILABLE*

**We Are Hiring!!**



**CTO**  
Technical Director  
[View Description Here](#)



**Front End Developer**  
Visual Expert  
[View Description Here](#)



**Back End Developer**  
Coding Expert  
[View Description Here](#)

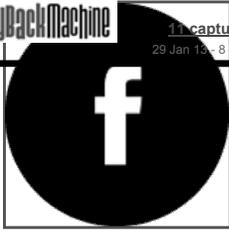
**Connect With US**

Whenever. Wherever.  
INTERNET ARCHIVE  
waybackmachine

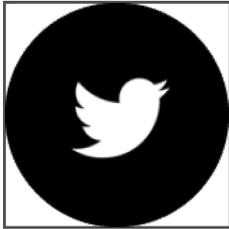
11 captures  
29 Jan 13 - 8 Dec 15

http://www.receiptmatch.com/ Go

JUN OCT JAN  
◀ 9 ▶  
2012 2013 2014



**Facebook Us**  
[/ReceiptMatch](#)



**Tweet Us**  
[@ReceiptMatch](#)



**LinkedIn Us**  
[/Company/ReceiptMatch](#)



**Pinterest Us**  
[/ReceiptMatch](#)

**Email Us**[Info@ReceiptMatch.com](mailto:Info@ReceiptMatch.com)

Tweet

Copyright © 2013 ReceiptMatch

Google Play is a trademark of Google Inc. Apple, the Apple logo, iPhone and Mac are trademarks of Apple, Inc., registered in the U.S. and other countries. App Store is a service mark of Apple Inc.

PLEASE READ THE FOLLOWING TERMS AND POLICIES CAREFULLY. WHEN YOU USE OUR WEBSITE OR MOBILE APPS YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND POLICIES.

**TERMS OF SERVICE**

Illegal or Abusive Usage is Strictly Prohibited: You must not abuse, harass, threaten, impersonate or intimidate other users of our website. You may not use ReceiptMatch's service for any illegal or unauthorized purpose. International users agree to comply with all local laws regarding online conduct and acceptable content. Should you be found to have engaged in illegal or abusive usage of our website, ReceiptMatch will suspend your account or usage as applicable. Electronic Communication: When you visit our website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. 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. Copyright: All content included on this site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of ReceiptMatch protected by United States and international copyright laws. The compilation of all content on this site is the exclusive property of ReceiptMatch and protected by U.S. and international copyright laws. All software used on this site is the property of ReceiptMatch or its software suppliers and protected by United States and international copyright laws. Trademarks: ReceiptMatch.com OR ReceiptMatch and other ReceiptMatch graphics, logos, page headers, button icons, scripts, and service names are trademarks, registered trademarks or trade dress of ReceiptMatch in the U.S. and/or other countries. ReceiptMatch's trademarks and trade dress may not be used in connection with any product or service that is not ReceiptMatch's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits ReceiptMatch. All other trademarks not owned by ReceiptMatch that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by ReceiptMatch. License and Site Access: ReceiptMatch grants you a limited license to access and make personal use of this site and not to download (other than page caching) or modify it, or any portion of it, except with express written consent. This license does not include any resale or commercial use of this site or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this site or its contents; or any use of data mining, robots, or similar data gathering and extraction tools. This site or any portion of this site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of ReceiptMatch. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information including but not limited to images, text, page layout, or form of ReceiptMatch without express written consent. You may not use any meta tags or any other "hidden text" utilizing ReceiptMatch's name or trademarks without the express written consent. Any unauthorized use terminates the permission or license granted. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of ReceiptMatch so long as the link does not portray ReceiptMatch, or its products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any ReceiptMatch logo or other proprietary graphic or trademark as part of the link without express written permission. Your Account: If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. ReceiptMatch reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

**Disclaimer of Warranties and Limitation of Liability**

THIS SITE AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE ARE PROVIDED BY RECEIPTMATCH ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. RECEIPTMATCH MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, RECEIPTMATCH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RECEIPTMATCH DOES NOT WARRANT THAT THIS SITE: INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE; THEIR SERVERS; OR E-MAIL SENT FROM RECEIPTMATCH ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. RECEIPTMATCH WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS. APPLICABLE LAW: BY VISITING OUR WEBSITE, YOU AGREE THAT THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS, WILL GOVERN THESE CONDITIONS OF USE AND ANY DISPUTE OF ANY SORT THAT MIGHT ARISE BETWEEN YOU AND RECEIPTMATCH. YOU EXPRESSLY UNDERSTAND AND AGREE THAT RECEIPTMATCH AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF RECEIPTMATCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE RECEIPTMATCH; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, FROM OR AS A RESULT OF RECEIPTMATCH; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON RECEIPTMATCH; OR (v) ANY OTHER MATTER RELATING TO RECEIPTMATCH. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

**PRIVACY POLICY**

ReceiptMatch and its subsidiary companies respect the privacy rights of our online visitors and recognize the importance of protecting the information collected from you. We have adopted a corporate wide Online Privacy Policy that guides how we collect, store and use the information you provide online. Please note that this policy applies only to sites maintained by ReceiptMatch and its subsidiaries, and not to web sites maintained by other companies or organizations to which we link. If you have questions or concerns

Regarding this statement, you should first consult our privacy policy at <http://www.receiptmatch.com/privacy-policy>. Information Collection and Use Our primary goal is to provide you with the best products and services possible through our web site, including, but not limited to, our services, and to manage your registered user account, if you have one. Information Collected Upon Registration: If you desire to have access to certain restricted features of our web site, you will be required to become a registered user, and to submit certain personally identifiable information to ReceiptMatch. This happens in a number of instances, such as when you sign up for our services, or if you decide to receive marketing materials and information. Personally identifiable information that we may collect in such instances may include your IP address, full user name, password, email address, city, time zone, telephone number, and other information that you decide to provide us with, or that you decide to include in your public profile. Use of Contact Information: In addition, we may use your contact information to market to you, and provide you with information about our products and services, including but not limited to our services. If you decide at any time that you no longer wish to receive such information or communications from us, please follow the unsubscribe instructions provided in any of the communications. Log Data: When you visit the Site, our servers automatically record information that your browser sends whenever you visit a website as Log Data. This Log Data may include information such as your IP address, browser type or the domain from which you are visiting, the websites you visit, the search terms you use, and any advertisements on which you click. For most users accessing the Internet from an Internet service provider the IP address will be different every time you log on. We use Log Data to monitor the use of the Site and of our Service, and for the Site's technical administration. We do not associate your IP address with any other personally identifiable information to identify you personally, except in case of violation of the Terms of Service Cookies and Other Technologies Cookies: We use cookies and other technologies to passively collect demographic information, personalize your experience on our site and monitor advertisements and other activities. Cookies are small files downloaded to your computer to track movements within web sites. We may link cookie information to personal information. Cookies link to information regarding what items you have selected for purchase at our store or pages you have viewed. This information is used to make sure you don't see the same ad repeatedly. Also, we use cookies to deliver content specific to your interest and to monitor website usage. Some of our sites use an outside ad company to display ads. These ads may contain cookies. Our ad companies collect cookies received with banner ads, and ReceiptMatch does not have access to this information. Most browsers are automatically set to accept cookies whenever you visit a website. You can disable cookies or set your browser to alert you when cookies are being sent. However some areas of our sites will not function properly if you do so. Please note that this privacy policy covers the use of cookies by ReceiptMatch only and does not cover the use of cookies by any advertisers. Other Technologies: Other technologies that maybe used include clear GIFs and IP address logging. Clear GIFs also known as web bugs, beacons or tags, are small graphic images placed on a web page, web-based document, or in an e-mail message. Clear GIFs are invisible to the user because they are typically very small (only 1-by-1 pixel) and the same color as the background of the web page, document or e-mail message. We do not use clear GIFs to collect personal information about you. However, we may use clear GIFs to capture statistical usage information for our web pages, features or other elements on a web page. We may correlate this information to a user to personalize user experience and for statistical analysis of user experiences on our web pages. Third Parties Third Party Services: Members may register for other services from our website. Certain products and/or services available on our site are provided to you in partnership with third party(s) and may require you to disclose personally identifiable information in order to register for and access such products and/or services. Such products and/or services shall identify the third party partners at the point of registration. If you elect to register for such products and/or services your personally identifiable information will be transferred to such third party(s) and will be subject to the privacy policy and practices of such third party(s). We are not responsible for the privacy practices and policies of such third party(s) and, therefore, you should review the privacy practices and policies of such third party(s) prior to providing your personally identifiable information in connection with such products and/or services. Service Providers: We engage certain trusted third parties to perform functions and provide services to us, including, without limitation, hosting and maintenance, customer relationship, database storage and management, and direct marketing campaigns. We will share your personally identifiable information with these third parties, but only to the extent necessary to perform these functions and provide such services, and only pursuant to binding contractual obligations requiring such third parties to maintain the privacy and security of your data. Law Enforcement: We cooperate with government and law enforcement officials or private parties to enforce and comply with the law. We may disclose any information about you to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims, legal process (including subpoenas), to protect the property and rights of ReceiptMatch or a third party, the safety of the public or any person, to prevent or stop any illegal, unethical, or legally actionable activity, or to comply with the law. Business Transfers: We may sell, transfer or otherwise share some or all of its assets, including your personally identifiable information, in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy. You will have the opportunity to opt out of any such transfer if the new entity's planned processing of your information differs materially from that set forth in this Privacy Policy.

- [WHAT WE DO](#)
- [Sign Up Today](#)
- [We Are Hiring](#)
- [Connect](#)
- [Facebook](#)
- [Twitter](#)

INTERNET ARCHIVE  
**Wayback Machine**

[11 captures](#)  
29 Jan 13 - 8 Dec 15

JUN OCT JAN  
◀ 9 ▶  
2012 2013 2014

[Close](#)  
[Help](#)

# EXHIBIT 4

This site uses cookies to improve your browsing experience. For more information see our [privacy policy](#), our newsletter / Submit a word > [Close message](#)

**Collins**

[Dictionaries](#), [Thesaurus](#), [Translator](#), [Scrabble](#), [Word Lovers' blog](#), [New](#)

Browse the English Dictionary (A-Z)

English

English for Learners

French

German

Spanish

Italian

# English Dictionary

Pioneers in dictionary publishing since 1819

English



British English  American English  
[Browse the English Dictionary \(A-Z\)](#)  [Browse the English Dictionary \(A-Z\)](#)



## Free Printable Invoice

Edit, print or download this professional invoice for free.



[Home](#) > [English Dictionary](#) > receipt

Your search found: [receipt](#) / [Usage examples](#) / [Trends](#)

## receipt (rɪˈsi:t )

### ► Definitions

noun

1. a written acknowledgment by a receiver of money, goods, etc, that payment or delivery has been made
2. the act of receiving or fact of being received
3. (*usually plural*) an amount or article received
4. (*archaic*) another word for [recipe](#)

► verb

5. (*transitive*) to acknowledge payment of (a bill), as by marking it
6. (*mainly US*) to issue a receipt for (money, goods, etc)

### ► Word Origin

C14: from Old Norman French *receite*, from Medieval Latin *recepta*, from Latin *recipere* to receive

### ► Synonyms

[View thesaurus entry](#)

- = sales slip, proof of purchase, voucher, stub, acknowledgment, counterfoil
- = receiving, delivery, reception, acceptance, recipience
- = takings, return, profits, gains, income, gate, proceeds

### ► Translations for 'receipt'

British English: [receipt](#) A receipt is a piece of paper that you get from someone as confirmation that they have received money or goods from you. I wrote her a receipt for the money. rɪˈsi:t NOUN

### Word Frequency

Get Scrabble ready this Christmas



#### [Play like a pro this Christmas](#)

The Scrabble World Champion reveals the words you need to beat the family



#### [Lucy Mangan Returns](#)

Lucy Mangan takes a look at your monthly word submissions

Find us on Facebook

Follow @collinsdict { 4,056 followers }

G+ 1k

### Latest New Word Submissions

[X-raser](#)

[Graser](#)

[creedle](#)

[SCREENTOP](#)

[MOBSHOW](#)

[Bandex](#)

[View More](#)

[Suggest a new word to add to the dictionary](#)

### Related Terms

4 results

> [VAT receipt](#)

This site uses cookies to improve your browsing experience. For more information see our [privacy policy](#).

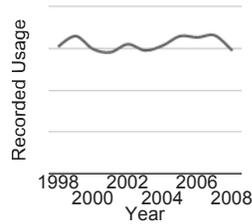
Close message

- Arabic: [وصول](#)
- Brazilian Portuguese: [recibo](#)
- Chinese: [收据](#)
- Croatian: [potvrda primitka](#)
- Czech: [účtenka](#)
- Danish: [kvittering](#)
- Dutch: [ontvangstbewijs](#)
- European Spanish: [recibo](#)
- acción
- Finnish: [kuitti](#)
- French: [reçu](#)
- German: [Quittung](#)
- Greek: [απόδειξη πληρωμής](#)
- Italian: [ricevuta](#)
- Japanese: [受領証](#)
- Korean: [영수증](#)
- Norwegian: [kvittering](#)
- Polish: [pokwitowanie](#)
- Portuguese: [recibo](#)
- Romanian: [chitanță](#) *chitanțe*
- Russian: [квитанция](#)
- Spanish: [recibo](#)
- Swedish: [kvitto](#)
- Thai: [ใบเสร็จรับเงิน](#)
- Turkish: [fiş](#)
- Ukrainian: [чек](#)
- Vietnamese: [biên lai](#)

- > [receipt book](#)
  - > [sales receipt](#)
  - > [till receipt](#)
- Browse nearby words
- > [recatch](#)
  - > [recaught](#)
  - > [recaution](#)
  - > [recce](#)

All English words that begin with 'R'

Word usage trends for "receipt"



View usage over:

► Example Sentences Including 'receipt'

I'm interested only in tracking down my half-million referred to in that receipt , not in present-day rackets.

**Jenkins, Geoffrey**A DAYSTAR OF FEAR

He'd given Prudhomme the receipt that led me to his store in the first place.

**Wood, Ted**FOOLS GOLD

The receipt for an overnight delivery by DHL from Le Havre to their office in Utrecht.

**Terman, Douglas**CORMORANT

Comments

[Log in](#) to comment on this word.

This site uses cookies to improve your browsing experience. For more information see our [privacy policy](#).

**Close message**

Browse Dictionary # A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

The Collins English Dictionary

The Collins American English Dictionary

The Cobuild English for Learners Dictionary

The Cobuild American English for Learners Dictionary

The Collins English-French Dictionary

The Collins French-English Dictionary

The Collins English-German Dictionary

The Collins German-English Dictionary

The Collins English-Spanish Dictionary

The Collins Spanish-English Dictionary

The Collins English-Italian Dictionary

The Collins Italian-English Dictionary

The Collins American Thesaurus

Latest New Word Suggestions

© Collins 2016

[Tools & Widgets](#)

[API](#)

[Advertising](#)

[Word Banks](#)

[Terms & Conditions](#)

[Contact us](#)



**ONDIGO** fly

**GET A PRO DRONE**  
Palm Size, Aerial Filming, Self Flying & Auto Follows.



**PRE-ORDER NOW**

High Res Camera  
GPS NAV  
Obstacle Avoidance

# EXHIBIT 5

This site uses cookies to improve your browsing experience. For more information see our [privacy policy](#), our newsletter / Submit a word > [Close message](#)

**Collins**

[Dictionaries](#), [Thesaurus](#), [Translator](#), [Scrabble](#), [Word Lovers' blog](#), [New](#)

Browse the English Dictionary (A-Z)

English	English for Learners	French	German	Spanish	Italian
---------	----------------------	--------	--------	---------	---------

# English Dictionary

Pioneers in dictionary publishing since 1819

English

- British English
- American English
- [Browse the English Dictionary \(A-Z\)](#)
- [Browse the English Dictionary \(A-Z\)](#)

Online Employee Attendance Tracking Software

**TRY IT FREE!**



[Home](#) > [English Dictionary](#) > match

Your search found: [1 match](#) / [2 match](#) / [Usage examples](#) / [Trends](#)

## Definitions of match

1 **match** (mætʃ )

### ► Definitions

noun

- a formal game or sports event in which people, teams, etc, compete to win
- a person or thing able to provide competition for another ⇒ **she's met her match in talking ability**
- a person or thing that resembles, harmonizes with, or is equivalent to another in a specified respect ⇒ **that coat is a good match for your hat**
- a person or thing that is an exact copy or equal of another
- a partnership between a man and a woman, as in marriage
  - an arrangement for such a partnership
- a person regarded as a possible partner, as in marriage

► verb

- to fit (parts) together ⇒ **to match the tongue and groove of boards**
- (also intransitive) sometimes foll by up to resemble, harmonize with, correspond to, or equal (one another or something else) ⇒ **the skirt matches your shoes well**
- sometimes foll by with or against to compare in order to determine which is the superior ⇒ **they matched wits**
- often foll by to or with to adapt so as to correspond with ⇒ **to match hope with reality**

### Word Frequency

Get Scrabble ready this Christmas



#### **Play like a pro this Christmas**

The Scrabble World Champion reveals the words you need to beat the family



#### **Lucy Mangan Returns**

Lucy Mangan takes a look at your monthly word submissions

Find us on Facebook

Follow @collinsdict 4,056 followers

1k

### Latest New Word Submissions

- [X-raser](#)
- [Graser](#)
- [creedle](#)
- [SCREENTOP](#)
- [MOBSHOW](#)
- [Bandex](#)

[View More](#)

[Suggest a new word to add to the dictionary](#)

### Related Terms

40 results

> [match day](#)

11. *offer full buywith or against* to arrange a competition between

12. to find a match for

13. (*electronics*) to connect (two circuits) so that their impedances are equal or are equalized by a coupling device, to produce a maximum transfer of energy

- > [match-fit](#)
- > [away match](#)
- > [cross-match](#)
- > [home match](#)

[View more related terms](#)

Browse nearby words

- > [matador](#)
- > [matadora](#)
- > [matadore](#)
- > [matagouri](#)



Derived Forms **matchable** *adjective*

**matcher** *noun*

**matching** *adjective*

### ► Word Origin

Old English *gemæcca* spouse; related to Old High German *gimmaha* wife, Old Norse *maki* mate

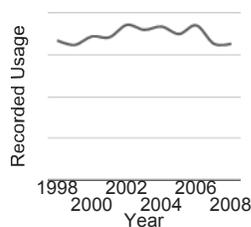
[View thesaurus entry](#)

### ► Synonyms

- = [game](#), [test](#), [competition](#), [trial](#), [tie](#), [contest](#), [fixture](#), [bout](#), [head-to-head](#)
- = [companion](#), [mate](#), [equal](#), [equivalent](#), [counterpart](#), [fellow](#), [complement](#)
- = [replica](#), [double](#), [copy](#), [twin](#), [equal](#), [spit](#) (*informal*) (*mainly British*), [duplicate](#), [lookalike](#), [ringer](#) (*slang*), [spitting image](#) (*informal*), [dead ringer](#) (*slang*), [spit and image](#) (*informal*)
- = [marriage](#), [union](#), [couple](#), [pair](#), [pairing](#), [item](#) (*informal*), [alliance](#), [combination](#), [partnership](#), [duet](#), [affiliation](#)
- = [equal](#), [rival](#), [equivalent](#), [peer](#), [competitor](#), [counterpart](#)
- = [correspond with](#), [suit](#), [go with](#), [complement](#), [fit with](#), [accompany](#), [team with](#), [blend with](#), [tone with](#), [harmonize with](#), [coordinate with](#)
- = [tailor](#), [fit](#), [suit](#), [adapt](#)
- = [go together](#), [be the same](#), [be a set](#)
- = [correspond](#), [agree](#), [accord](#), [square](#), [coincide](#), [tally](#), [conform](#), [match up](#), [be compatible](#), [harmonize](#), [be consonant](#)
- = [pair](#), [unite](#), [join](#), [couple](#), [link](#), [marry](#), [ally](#), [combine](#), [mate](#), [yoke](#)
- = [rival](#), [equal](#), [compete with](#), [compare with](#), [emulate](#), [contend with](#), [measure up to](#)

[All English words that begin with 'M'](#)

Word usage trends for "match"



View usage over:

Last 10 years

## 2 match (mætʃ )

### ► Definitions

noun

1. a thin strip of wood or cardboard tipped with a chemical that ignites by friction when rubbed on a rough surface or a surface coated with a suitable chemical . *See* [safety match](#)
2. a length of cord or wick impregnated with a chemical so that it burns slowly. It is used to fire cannons, explosives, etc

### ► Word Origin

C14: from Old French *meiche*, perhaps from Latin *myxa* wick, from Greek *muxa* lamp nozzle

### ► Translations for 'match'

Close message

This site uses cookies to improve your browsing experience. For more information see our [privacy policy](#).

[Close message](#)

British English: [match](#) A *match* is a game of football, cricket, or some other sport. We won all our matches last year. **mætʃ** NOUN game

Arabic: [مباراة](#)

Brazilian Portuguese: [jogo](#)

Chinese: [比赛](#)

Croatian: [utakmica](#)

Czech: [zápas](#)

Danish: [kamp](#)

Dutch: [wedstrijd](#)

European Spanish: [partido](#)

[partido](#)

Finnish: [ottelu](#)

French: [match](#)

German: [Spiel](#)

Greek: [αγώνας](#)

[αθλητικός](#)

Italian: [partita](#)

Japanese: [試合](#) sport

Korean: [경기](#) [시합](#)

Norwegian: [kamp](#)

sport

Polish: [mecz](#)

Portuguese: [jogo](#)

Romanian: [meci](#) *meciuri*

Russian: [матч](#)

Spanish: [partido](#)

Swedish: [match](#)

Thai: [การแข่งขันท](#)

– ...

### ► Example Sentences Including 'match'

Her panties were white lace, to match the bra, in a G-string style with a delicate transparent see through panel at the front.

**Stuart Harrison**BETTER THAN THIS(2002)

But I'm telling you, we couldn't have found a better match if we'd gone looking.

**Val McDermid**THE LAST TEMPTATION(2002)

The hound had grown and was now the size of a desert lion, with teeth and claws to match.

**Garth Nix**LIRAE: DAUGHTER OF THE CLAYR(2001)

**Grandma's Wrinkle Trick** 



Destroy a bit of your wrinkles everyday with this 1 weird old tip... [continue] [dietsymphony.com](#)

Comments

This site uses cookies to improve your browsing experience. For more information see our [privacy policy](#).  
[Log in](#) to comment on this word.

**Close message**

Browse Dictionary # A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

[The Collins English Dictionary](#)

[The Collins American English Dictionary](#)

[The Cobuild English for Learners Dictionary](#)

[The Cobuild American English for Learners Dictionary](#)

[The Collins English-French Dictionary](#)

[The Collins French-English Dictionary](#)

[The Collins English-German Dictionary](#)

[The Collins German-English Dictionary](#)

[The Collins English-Spanish Dictionary](#)

[The Collins Spanish-English Dictionary](#)

[The Collins English-Italian Dictionary](#)

[The Collins Italian-English Dictionary](#)

[The Collins American Thesaurus](#)

[Latest New Word Suggestions](#)

© Collins 2016

[Tools & Widgets](#)

[API](#)

[Advertising](#)

[Word Banks](#)

[Terms & Conditions](#)

[Contact us](#)



This site uses cookies to improve your browsing experience. For more information see our [privacy policy](#).

**Close message**

## STYLEWE



[Shop Now](#)

# EXHIBIT 6

Google+

- WHAT WE DO
- Sign Up Today
- We Are Hiring
- Connect
- Facebook
- Twitter



•

## **What we do**

**ReceiptMatch™** is for the consumer who is looking to streamline their expense management. No more lost or damaged receipts. At **ReceiptMatch™** we believe all your transactions should be safe and secure in one central online location allowing you to seamlessly access, store and manage your receipts. We simplify this process by aggregating all your purchases, allowing them to be organized digitally, so that all you have to do is *Simply Shop™*.

***Say Goodbye to Paper Receipts and Hello to  
ReceiptMatch™***



## It's This Simple:

- **SEND.** Forward us your Receipts or use our mobile app (Coming soon)
- **ORGANIZE.** Our team digitizes your Receipts
- **DISCOVER.** View all of your Receipts in ONE place
- ***SIMPLY SHOP***<sup>TM</sup>. Know your transactions are stored with us

## Sign Up Today

Sign up to get started with us and stay updated for the release of our iPhone & Android App, as well as many more features to come!

Name   
Email   
Message

Submit

- *\*NOT ALL OF OUR SERVICES ARE CURRENTLY AVAILABLE  
\*CURRENTLY, WE ONLY OFFER UP TO FIVE SCANNED RECEIPTS PER MONTH,  
PER USER  
\*MOBILE APP COMING SOON*

## **We Are Hiring!!**



### **CTO**

Technical Director  
[View Description Here](#)



## **Front End Developer**

Visual Expert  
[View Description here](#)



## **Back End Developer**

Coding Expert  
[View Description Here](#)

.

## Connect With US

*Whenever. Wherever.*



**Facebook Us**  
[/ReceiptMatch](#)



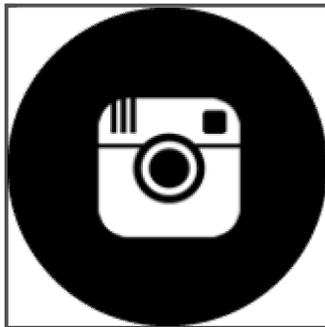
**Tweet Us**  
[@ReceiptMatch](#)



**LinkedIn Us**  
[/Company/ReceiptMatch](#)



**Pinterest Us**  
[/ReceiptMatch](#)



**Instagram Us**  
[/ReceiptMatch](#)



**Email Us**  
[Info@ReceiptMatch.com](mailto:Info@ReceiptMatch.com)

.

# #ReceiptMatch

## On Twitter

**Tweets** Follow

 **ReceiptMatch™**@ReceiptMatch 1h  
#monday #mondaymotivation twitter.com/creativecloud/...

 **ReceiptMatch™**@ReceiptMatch 31 Dec  
Happy New Year! #NYE #receipts #digitalReceipts #organize #expense pic.twitter.com/H5Faae64LE

A WHOLE YEAR CAN BRING A WHOLE LOT OF RECEIPTS...  
DON'T LET THE BALL DROP,  
GET ORGANIZED!



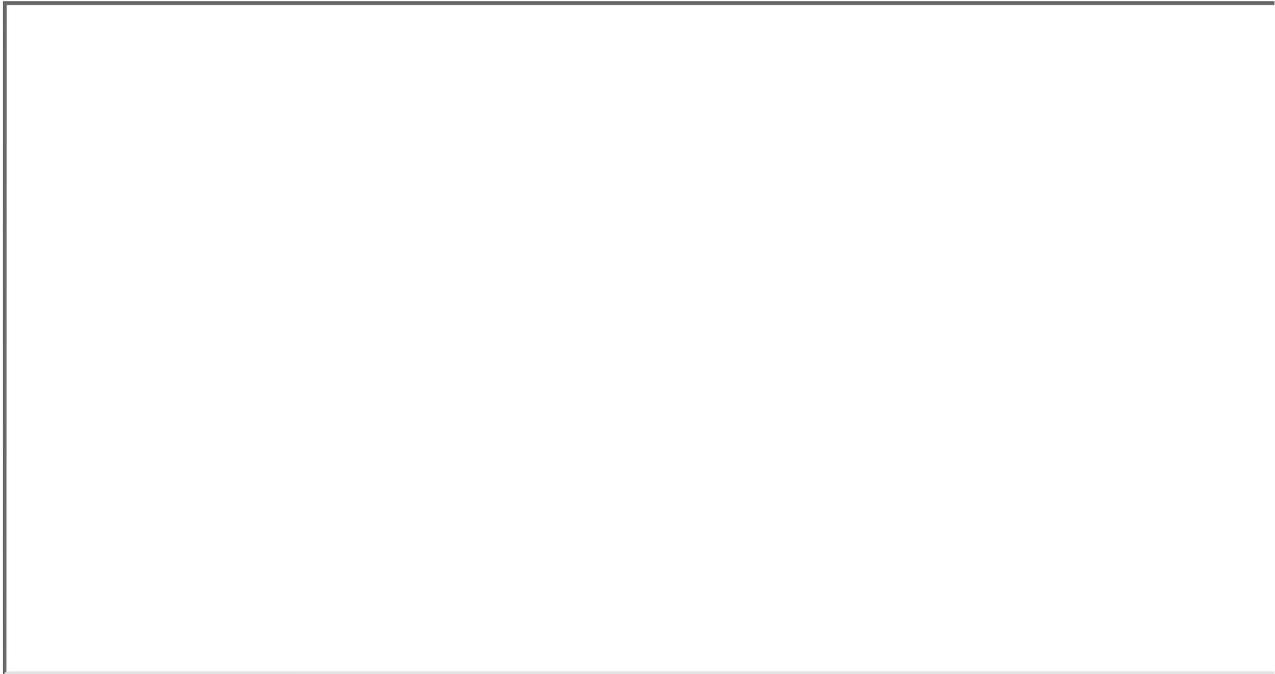
 **ReceiptMatch.com** SEE YOU IN 2016!!  
SimplyShan

Tweet to @ReceiptMatch

Follow @ReceiptMatch

# @ReceiptMatch

## On Instagram



- 
- 
- 

Tweet

Copyright © 2016 ReceiptMatch

Google Play is a trademark of Google Inc. Apple, the Apple logo, iPhone and Mac are trademarks of Apple, Inc., registered in the U.S. and other countries. App Store is a service mark of Apple Inc.

PLEASE READ THE FOLLOWING TERMS AND POLICIES CAREFULLY. WHEN YOU USE OUR WEBSITE OR MOBILE APPS YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND POLICIES.

**TERMS OF SERVICE**

Illegal or Abusive Usage is Strictly Prohibited: You must not abuse, harass, threaten, impersonate or intimidate other users of our website. You may not use ReceiptMatch’s service for any illegal or unauthorized purpose. International users agree to comply with all local laws regarding online conduct and acceptable content. Should you be found to have engaged in illegal or abusive usage of our website, ReceiptMatch will suspend your account or usage as applicable. Electronic Communication: When you visit our website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. 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. Copyright: All content included on this site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of ReceiptMatch protected by United States and international copyright laws. The compilation of all content on this site is the exclusive property of ReceiptMatch and protected by U.S. and international copyright laws. All software used on this site is the property of ReceiptMatch or its software suppliers and protected by United States and international copyright laws. Trademarks: ReceiptMatch.com OR ReceiptMatch and other ReceiptMatch graphics, logos, page headers, button icons, scripts, and service names are trademarks, registered trademarks or trade dress of ReceiptMatch in the U.S. and/or other countries. ReceiptMatch’s trademarks and trade dress may not be used in connection with any product or service that is not ReceiptMatch’s, in any manner that is likely to cause confusion among customers, or in any manner that disparages or

discredits ReceiptMatch. All other trademarks not owned by ReceiptMatch that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by ReceiptMatch. License and Site Access: ReceiptMatch grants you a limited license to access and make personal use of this site and not to download (other than page caching) or modify it, or any portion of it, except with express written consent. This license does not include any resale or commercial use of this site or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this site or its contents; or any use of data mining, robots, or similar data gathering and extraction tools. This site or any portion of this site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of ReceiptMatch. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information including but not limited to images, text, page layout, or form of ReceiptMatch without express written consent. You may not use any meta tags or any other "hidden text" utilizing ReceiptMatch's name or trademarks without the express written consent. Any unauthorized use terminates the permission or license granted. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of ReceiptMatch so long as the link does not portray ReceiptMatch, or its products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any ReceiptMatch logo or other proprietary graphic or trademark as part of the link without express written permission. Your Account: If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. ReceiptMatch reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

#### **Disclaimer of Warranties and Limitation of Liability**

THIS SITE AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE ARE PROVIDED BY RECEIPTMATCH ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. RECEIPTMATCH MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, RECEIPTMATCH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RECEIPTMATCH DOES NOT WARRANT THAT THIS SITE; INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE; THEIR SERVERS; OR E-MAIL SENT FROM RECEIPTMATCH ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. RECEIPTMATCH WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS. APPLICABLE LAW: BY VISITING OUR WEBSITE, YOU AGREE THAT THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS, WILL GOVERN THESE CONDITIONS OF USE AND ANY DISPUTE OF ANY SORT THAT MIGHT ARISE BETWEEN YOU AND RECEIPTMATCH. YOU EXPRESSLY UNDERSTAND AND AGREE THAT RECEIPTMATCH AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF RECEIPTMATCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE RECEIPTMATCH; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, FROM OR AS A RESULT OF RECEIPTMATCH; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON RECEIPTMATCH; OR (v) ANY OTHER MATTER RELATING TO RECEIPTMATCH. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

#### **PRIVACY POLICY**

ReceiptMatch and its subsidiary companies respect the privacy rights of our online visitors and recognize the importance of protecting the information collected from you. We have adopted a corporate wide Online Privacy Policy that guides how we collect, store and use the information you provide online. Please note that this policy applies only to sites maintained by ReceiptMatch and its subsidiaries, and not to web sites maintained by other companies or organizations to which we link. If you have questions or concerns regarding this statement, you should first contact ReceiptMatch at the email address or postal address specified on our homepage. Information Collection and Use Our primary goals in collecting personally identifiable information are to provide you with the product and services made available through our web site, including, but not limited, our services, to communicate with you, and to manage your registered user account, if you have one. Information Collected Upon Registration: If you desire to have access to certain restricted sections of our web site, you will be required to become a

registered user, and to submit certain personally identifiable information to ReceiptMatch. This happens in a number of instances, such as when you sign up for our services, or if you desire to receive marketing materials and information. Personally identifiable information that we may collect in such instances may include your IP address, full user name, password, email address, city, time zone, telephone number, and other information that you decide to provide us with, or that you decide to include in your public profile. Use of Contact Information: In addition, we may use your contact information to market to you, and provide you with information about, our products and services, including but not limited to our services. If you decide at any time that you no longer wish to receive such information or communications from us, please follow the unsubscribe instructions provided in any of the communications. Log Data: When you visit the Site, our servers automatically record information that your browser sends whenever you visit a website as Log Data. This Log Data may include information such as your IP address, browser type or the domain from which you are visiting, the websites you visit, the search terms you use, and any advertisements on which you click. For most users accessing the Internet from an Internet service provider the IP address will be different every time you log on. We use Log Data to monitor the use of the Site and of our Service, and for the Site's technical administration. We do not associate your IP address with any other personally identifiable information to identify you personally, except in case of violation of the Terms of Service Cookies and Other Technologies Cookies: We use cookies and other technologies to passively collect demographic information, personalize your experience on our site and monitor advertisements and other activities. Cookies are small files downloaded to your computer to track movements within web sites. We may link cookie information to personal information. Cookies link to information regarding what items you have selected for purchase at our store or pages you have viewed. This information is used to make sure you don't see the same ad repeatedly. Also, we use cookies to deliver content specific to your interest and to monitor website usage. Some of our sites use an outside ad company to display ads. These ads may contain cookies. Our ad companies collect cookies received with banner ads, and ReceiptMatch does not have access to this information. Most browsers are automatically set to accept cookies whenever you visit a website. You can disable cookies or set your browser to alert you when cookies are being sent. However some areas of our sites will not function properly if you do so. Please note that this privacy policy covers the use of cookies by ReceiptMatch only and does not cover the use of cookies by any advertisers. Other Technologies: Other technologies that maybe used include clear GIFs and IP address logging. Clear GIFs also known as web bugs, beacons or tags, are small graphic images placed on a web page, web-based document, or in an e-mail message. Clear GIFs are invisible to the user because they are typically very small (only 1-by-1 pixel) and the same color as the background of the web page, document or e-mail message. We do not use clear GIFs to collect personal information about you. However, we may use clear GIFs to capture statistical usage information for our web pages, features or other elements on a web page. We may correlate this information to a user to personalize user experience and for statistical analysis of user experiences on our web pages. Third Parties Third Party Services: Members may register for other services from our website. Certain products and/or services available on our site are provided to you in partnership with third party(s) and may require you to disclose personally identifiable information in order to register for and access such products and/or services. Such products and/or services shall identify the third party partners at the point of registration. If you elect to register for such products and/or services your personally identifiable information will be transferred to such third party(s) and will be subject to the privacy policy and practices of such third party(s). We are not responsible for the privacy practices and policies of such third party(s) and, therefore, you should review the privacy practices and policies of such third party(s) prior to providing your personally identifiable information in connection with such products and/or services. Service Providers: We engage certain trusted third parties to perform functions and provide services to us, including, without limitation, hosting and maintenance, customer relationship, database storage and management, and direct marketing campaigns. We will share your personally identifiable information with these third parties, but only to the extent necessary to perform these functions and provide such services, and only pursuant to binding contractual obligations requiring such third parties to maintain the privacy and security of your data. Law Enforcement: We cooperate with government and law enforcement officials or private parties to enforce and comply with the law. We may disclose any information about you to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims, legal process (including subpoenas), to protect the property and rights of ReceiptMatch or a third party, the safety of the public or any person, to prevent or stop any illegal, unethical, or legally actionable activity, or to comply with the law. Business Transfers: We may sell, transfer or otherwise share some or all of its assets, including your personally identifiable information, in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy. You will have the opportunity to opt out of any such transfer if the new entity's planned processing of your information differs materially from that set forth in this Privacy Policy.

- [WHAT WE DO](#)
- [Sign Up Today](#)
- [We Are Hiring](#)
- [Connect](#)
- [Facebook](#)
- [Twitter](#)



# EXHIBIT 7



Receipt Match is on Facebook.

To connect with Receipt Match, sign up for Facebook today.

Sign Up

Log In

The World's Best Receipt Manager



Coming Soon available on...



Create Page



Receipt Match  
Computers/Technology

Timeline About Photos ReceiptMatch More

About Receipt Match

Page Info

PAGE INFO

Address

Address

Short Description

ReceiptMatch™  
Receipt Match™  
ReceiptMatch.com™  
ReceiptMatch Simply Shop™  
The World's Best Receipt Manager™

Long Description

ReceiptMatch™ is for the consumer who is looking to streamline their expense management. No more lost or damaged receipts, at ReceiptMatch™ we believe all your transactions should be safe and secure in one central online location allowing you to seamlessly access, store and manage your receipts. We simplify this process by aggregating all your purchases, allowing them to be organized digitally, so that all you have to do is Simply Shop™.

Say Goodbye to Paper Receipts and Hello to ReceiptMatch™

It's This Simple:

SEND. Forward us your Receipts or use our mobile app (Coming soon)

ORGANIZE. Our team digitizes your Receipts

DISCOVER. View all of your receipts in ONE place

SIMPLY SHOP™. Know your transactions are stored with us

Sign up @ [www.ReceiptMatch.com](http://www.ReceiptMatch.com) to get started with us and stay updated for the release of our iPhone & Android App, as well as many more features to come!

\*NOT ALL OF OUR SERVICES ARE CURRENTLY AVAILABLE  
\*CURRENTLY, WE ONLY OFFER UP TO FIVE SCANNED RECEIPTS PER MONTH, PER USER

\*MOBILE APP COMING SOON

---

Phone

Phone

---

Email

[Info@ReceiptMatch.com](mailto:Info@ReceiptMatch.com)

---

Website

[www.ReceiptMatch.com](http://www.ReceiptMatch.com)