

TERMS OF USE

Last Revised: 10.28.21

Welcome to Accrue Money! These Terms of Use (these “**Terms**”) are a legally binding contract governing between you (the “**you**”, “**your**”) and Accrue Money, Inc. (“**Company**”, “**we**”, “**our**”, “**us**”) governing your use of our services, products, online platform, website, the App, any software, programs, documentation, tools, and components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) provided to you by us, directly or indirectly (individually and collectively, the “**Service**”).

We may present to you an offer from our partnering financial institution (“**Bank**”) to open a deposit account (“**Banking Account**”) with the Bank and access services offered by the Bank (collectively with the Banking Account, the “**Bank Products**”). Our Service may be provided to you to help you view, manage and access your Bank Products. The Bank Products are made available by a Bank, member of the Federal Deposit Insurance Corporation, in partnership with us. We operate software that allows you to access services of Bank but we do not provide banking services. All banking services are provided by the Bank and are governed by the terms and conditions you enter into with each Bank (the “**Bank Agreement**”).

By accessing or using the Service, or clicking a button or checking a box marked “I Agree” or something similar, you agree to be bound by these Terms, whether you are a “**Visitor**” (which means that you simply browse our website or download our App), or a “**Customer**” (which means that you have registered for an account with us or have otherwise registered with us to access certain portions of the Service) (Customer and Visitor may be individually and collectively referred to as “**Users**”). You also acknowledge that you have read and understood our Privacy Policy, available at <https://public.accruesavings.com/privacy-policy.pdf>, which is incorporated into these Terms by reference.

Your use of or participation in certain elements of the Service may also be subject to additional policies, rules and/or conditions (“Additional Terms”), which are incorporated herein by reference, and you understand and agree that by using or participating in any such Service, you agree to also comply with these Additional Terms.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

1. Use of Our Service

A. Eligibility

You must read and agree to these terms before using the Service. If you do not agree, you may not use the Service. You may use the Service only if you can form a binding contract with Company, and only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. Any use or access to the Service by anyone under 18 is strictly prohibited and in violation of these Terms. The Service is not available to any Users previously removed from the Service by Company.

B. Company Service and App

Subject to the terms and conditions of these Terms, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service for your personal, noncommercial use only and as permitted by the features of the Service. Company reserves all rights not expressly granted herein in the Service and the Company Content (as defined below). Company may terminate this license at any time for any reason or no reason.

We may make available software to access the Service via a mobile device or computer (the “**App**”). To use the App you must have a mobile device that is compatible with the App. We do not warrant that the App will be compatible with your mobile device. You may use mobile data in connection with the App and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. Company hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the App for one Company account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the App, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the App to any third party or use the App to provide time sharing or similar services for any third party; (iii) make any copies of the App; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the App, features that prevent or restrict use or copying of any content accessible through the App, or features that enforce limitations on use of the App; or (v) delete the copyright and other proprietary rights notices on the App. You acknowledge that Company may from time to time issue upgraded versions of the App, and may automatically electronically upgrade the version of the App that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of these Terms will apply to all such upgrades. Any third-party code that may be incorporated in the App is covered by the applicable open source or third-party license end user license agreement, if any, authorizing use of such code. The foregoing license grant is not a sale of the App or any copy thereof, and Company or its third-party partners or suppliers retain all right, title, and interest in the App (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in these Terms, is void. Company reserves all rights not expressly granted under these Terms.

The Service is controlled from facilities in the United States. Company makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. You agree to comply with all United States and foreign laws related to use of the Service.

C. Company Accounts

Company allows you to register with us to access certain portions of the Service. To register with us, you need to provide information, including email address, personal information (e.g., street address, telephone number, date of birth, etc.) and a self-selected password, in order to create an account (“**Account**”). You authorize us, directly or through third parties, to make inquiries or verify that any and all information you provide to us is accurate and complete (for example, through social media or third party databases).

Once your request to register with us has been approved and you have been provisioned an Account, Company may grant you access to certain services and functionality that we may establish and maintain

from time to time and in our sole discretion. We may maintain different types of accounts for different types of Users. You may never use another person's account without permission. When creating your Account, you must provide accurate and complete information, and you must keep this information up to date. You are solely responsible for the activity that occurs on your Account, and you must keep your Account password secure. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your Account. You must notify Company immediately of any breach of security or unauthorized use of your Account. Company will not be liable for any losses caused by any unauthorized use of your Account.

D. Services related to Bank Products

Once you register, and have been approved, for an Account, we may offer you the ability to apply for Bank Products and to access certain promotions from partnering merchants. If you open, obtain or otherwise access Bank Products, you will be able to manage your Bank Products, view your transaction history and other account information, perform certain transactions, and access various features of your Bank Products using the Service through the App. Your use of the Service is governed by these Terms, but the Bank Products and any transactions you make in connection with your Bank Products (including transactions you initiate through the Service) are covered by the Bank Agreement. You agree to indemnify Company for all claims, losses and liability arising out of or relating to your breach of such Bank Agreement. You may only use the Service in connection with the Bank Product if you have consented to the applicable Bank Agreement. Bank may update the Bank Agreement at any time. In such circumstance, we will provide notice to you of such updates through the Service if required by law. We also reserve the right to partner with any financial institution (including to replace Bank), subject to the terms of our agreement with the Bank.

The Service allows you to perform certain functions and transactions on or related to your Bank Products, including, viewing your balance and transaction history, and submitting transaction instructions to Bank, including instructs to transfer funds to merchants to pay for goods or services you may purchase from such merchants.

By using the Service, you agree that we and Bank are entitled to act on transaction or any other instructions we receive under your login ID and password for the Service, and you agree that any actions taken under your login ID and password will have the same effect as a signature authorizing the transaction or other action. Subject to applicable law, we reserve the right to deny transactions or any other actions you authorize through the Service without notice to you.

E. Service Rules

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service in a manner that sends more request messages to the Company servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that Company grants the operators of public search engines revocable permission to use spiders to copy publicly available materials from the Company's website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our

infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or (xii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein.

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to Users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms, or for no reason. Upon termination for any reason or no reason, you continue to be bound by these Terms.

You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Company shall have no liability for your interactions with other Users, or for any User's action or inaction.

F. Fees

There are no fees for accessing or using the Service, but there may be fees associated with your Bank Products. Please refer to the Bank Agreement for information concerning such fees.

2. User Content

We do not claim ownership of user-generated content and material. Any and all photographs, articles, images, graphics, videos, sounds, music, audio recordings, text, files, profiles, communications, comments, feedback, suggestions, ideas, concepts, questions, data or other content that you (i) submit or post on or through the Service, on any of our blogs, social media accounts or through tools or applications we provide for posting or sharing such content with us; or (ii) have posted or uploaded to your social media accounts, including but not limited to Instagram, Twitter, Facebook, Tumblr and Pinterest, which are tagged with any Company promoted hashtag (collectively "**User Content**") shall be deemed nonconfidential and nonproprietary. By submitting or posting any User Content, you grant to Company and its affiliates a perpetual, irrevocable, royalty-free, worldwide, sublicensable and transferable license to copy, publish, translate, modify, reformat, create derivative works from, distribute, reproduce, sell, display, transmit, publish, broadcast, host, archive, store, cache, use or otherwise exploit all or any portion of the User Content, as well as your name, persona and likeness included in any User Content and your social media account handle, username, real name, profile picture and/or any other information associated with the User Content, in any commercial or noncommercial manner whatsoever, in whole or in part, in any and all distribution channels, forms, media or technology, whether now known or hereafter developed, including but not limited to in stores, printed marketing materials, emails, web pages, social media accounts and for any other marketing, advertising, public relations, sales or promotional purposes with or without attribution and without further notice to you. Neither you, nor any other person or entity, will have the right to (i) receive any royalty or consideration of any kind for the use of the User Content pursuant to these Terms or (ii) inspect or approve the editorial copy or other material that may be used in connection with the User Content. Company will be free to use any ideas, concepts, know-how or techniques contained in such User Content for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products that incorporate or otherwise rely upon such

information. Company shall have no obligation to monitor User Content, use or display User Content, compensate you for submitting User Content or respond to any User Content. Company retains the right, in its sole discretion and without prior notice, to remove, revise or refuse to post any User Content for any reason or no reason. Subject to the licenses granted in these Terms, you retain ownership of any copyright and other rights you may have in the User Content.

By submitting or posting User Content on or through the Service, on your social media accounts or through any tools or applications we provide for posting or sharing your User Content with us, you represent and warrant that (i) you own or control any and all rights in and to the User Content, and the right to grant all of the rights and licenses in these Terms, and if you are not the holder of such rights, the holder of such rights has completely and effectively waived all such rights and irrevocably granted you the right to grant the licenses stated above without the need for payment to you or any other person or entity; (ii) you have obtained permission from any individuals that appear in the User Content to use, and grant others the right to use, their name, image, voice and/or likeness without the need for payment to you or any other person or entity; (iii) you are 18 years of age or older; and (iv) the User Content does not (a) contain false or misleading information, (b) infringe on the intellectual property, privacy, publicity, statutory, contractual or other rights of any third party, (c) contain any libelous, defamatory, obscene, offensive, threatening or otherwise harassing or hateful content, (d) contain any addresses, email addresses, phone numbers or any contact information, or (e) contain computer viruses, worms or other harmful files. Upon request by Company, you will furnish Company any documentation, substantiation or releases necessary to verify your compliance with these Terms. You are solely responsible for the User Content and you hereby agree to indemnify and hold Company and its employees, agents, affiliates, assigns and licensees harmless from any and all damages, claims, expenses, costs or fees arising from or in connection with a breach of any of the foregoing representations or your violation of any law or rights of a third party.

Company does not guarantee the truthfulness, accuracy or reliability of any User Content or endorse any opinions expressed by you or anyone else. By submitting or posting the User Content you fully and unconditionally release and forever discharge Company and its officers, directors, employees and agents from any and all claims, demands and damages (actual or consequential, direct or indirect), whether now known or unknown, of every kind and nature relating to, arising out of or in any way connected with: (i) disputes between you and one or more users or any other person or entity, or (ii) the use by Company or you of the User Content, including, without limitation, any and all claims that use of the User Content pursuant to these Terms violates any of your Intellectual Property Rights, rights of privacy or rights of integrity. You acknowledge and agree that Company has no control over, and shall have no liability for any damages resulting from, the use (including, without limitation, re-publication) or misuse by you or any third party of any User Content. Company acts as a passive conduit for User Content and has no obligation to screen or monitor User Content. If Company becomes aware of any User Content that allegedly may not conform to these Terms, Company may investigate the allegation and determine in its sole discretion whether to take action in accordance with these Terms. Company has no liability or responsibility to Users for performance or nonperformance of such activities. “**Intellectual Property Rights**” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, rights of attribution, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

COMPANY HAS THE ABSOLUTE RIGHT TO REMOVE AND/OR DELETE WITHOUT NOTICE ANY USER CONTENT WITHIN ITS CONTROL THAT IT DEEMS OBJECTIONABLE. YOU CONSENT TO SUCH REMOVAL AND/OR DELETION AND WAIVE ANY CLAIM AGAINST

COMPANY FOR SUCH REMOVAL AND/OR DELETION. COMPANY IS NOT RESPONSIBLE OR LIABLE FOR FAILURE TO STORE POSTED CONTENT OR OTHER MATERIALS YOU TRANSMIT THROUGH THE SERVICE. YOU SHOULD TAKE MEASURES TO PRESERVE COPIES OF ANY DATA, MATERIAL, CONTENT OR INFORMATION YOU POST ON THE SERVICE OR ANY OTHER SITES OR PLATFORMS.

3. Our Proprietary Rights

Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the “**Company Content**”), and all Intellectual Property Rights related thereto, are the exclusive property of Company and its licensors (including other Users who post User Content to the Service). Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Company Content. Use of the Company Content for any purpose not expressly permitted by these Terms is strictly prohibited.

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products (“**Ideas**”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Company under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Company does not waive any rights to use similar or related ideas previously known to Company, or developed by its employees, or obtained from sources other than you.

4. Privacy

We care about the privacy of our Users. You understand that by using the Service you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our Privacy Policy <https://public.accruessavings.com/privacy-policy.pdf>.

We also may share some or all of the information about you with our partners, who may share it with their respective affiliates, agents, subcontractors, and employees), who may use this information to perform their obligations under their agreements with us, to operate and promote their respective services, to perform analytics and create reports, to prevent fraud, and for any other lawful purpose. You further authorize Bank to disclose any personal information related to your Bank Product in order for us to provide you the service, including to offer you certain merchant promotions, and to disclose such information to merchants for such merchants to provide you with goods or services or certain promotions. Information we receive will be subject to our privacy policy, and information received by a merchant will be subject to such merchant’s privacy policy. We may share information with our partners, including Bank and merchants, (a) about your transactions for regulatory or compliance purposes, (b) for use in connection with the management and maintenance of the Service, (c) to create and update their customer records about you and to assist them in better serving you, and (d) to conduct our risk management process.

5. Copyright Complaints

It is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 (“DMCA”).

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify Company’s copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Service;
4. Information reasonably sufficient to permit Company to contact you, such as your address, telephone number, and, email address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA agent:

Attn: DMCA Notice
Accrue Money, Inc
1375 Broadway, 20th Floor
New York, NY, 10018

Email: Info@accruesavings.com

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS’ FEES.

Please note that this procedure is exclusively for notifying Company and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Company’s rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, Company has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. Company may also at its sole discretion limit access to the Service and/or terminate the accounts of any Users who infringe any Intellectual Property Rights of others, whether or not there is any repeat infringement.

7. Third-Party Links and Information

The Service may contain links to third-party materials that are not owned or controlled by Company.

Company does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website or service from the Service or share your User Content on or through any third-party website or service, you do so at your own risk, and you understand that these Terms and Company's Privacy Policy <https://public.accruessavings.com/privacy-policy.pdf> do not apply to your use of such sites. You expressly relieve Company from any and all liability arising from your use of any third-party website, service, or content, including without limitation User Content submitted by other Users. Additionally, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Company shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

8. Indemnity

You agree to defend, indemnify and hold harmless Company and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of these Terms, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) User Content or any content that is submitted via your Account including without limitation misleading, false, or inaccurate information; (vi) your negligent or willful misconduct; or (vii) any other party's access and use of the Service with your unique username, password or other appropriate security code.

9. No Warranty

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, COMPANY, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE NON-INFRINGEMENT OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND

THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

THE DISCLAIMERS AND EXCLUSIONS UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THIS SERVICE. UNDER NO CIRCUMSTANCES WILL COMPANY BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL COMPANY, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO COMPANY HEREUNDER IN THE PRIOR SIX (6) MONTHS OR \$100.00, WHICHEVER IS GREATER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. Governing Law, Arbitration, and Class Action/Jury Trial Waiver

A. **Governing Law.** These Terms are governed by and will be construed under the Federal Arbitration Act, applicable federal law, and the laws of the State of New York, without regard to the conflicts of laws provisions thereof.

B. **Arbitration Agreement.** READ THIS SECTION CAREFULLY BECAUSE IT

REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM COMPANY.

(i) Both you and Company acknowledge and agree that for the purposes of any dispute arising out of or relating to the subject matter of these Terms, Company's officers, directors, employees and independent contractors (“**Personnel**”) are third-party beneficiaries of these Terms, and that upon your acceptance of these Terms, Personnel will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third-party beneficiary hereof.

(ii) **Arbitration Rules; Applicability of Arbitration Agreement.** The parties shall use their best efforts to settle any dispute, claim, question, or disagreement arising out of or relating to the subject matter of these Terms directly through good-faith negotiations, which shall be a precondition to either party initiating arbitration. If such negotiations do not resolve the dispute, it shall be finally settled by binding arbitration in New York City, New York. The arbitration will proceed in the English language, in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the “**Rules**”) then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes. The arbitrator shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction.

(iii) **Small Claims Court; Infringement.** Either you or Company may assert claims, if they qualify, in small claims court in New York City, New York or any United States county where you live or work. Furthermore, notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction, to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

(iv) **Waiver of Jury Trial. *Waiver of Jury Trial.* YOU AND COMPANY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR JURY. You and Company are instead choosing to have claims and disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between you and Company over whether to vacate or enforce an arbitration award, YOU AND COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, and elect instead to have the dispute be resolved by a judge.**

(v) **Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor Company is entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in (vii) below.**

(vi) **Opt-out.** You have the right to opt out of the provisions of this Section by sending written notice of your decision to opt out to info@accrueravings.com within thirty (30) days of first accepting these Terms. You must include (i) your name and residence address, (ii) the email address and/or telephone number associated with your account, and (iii) a clear statement that you

want to opt out of these Terms' arbitration agreement.

(vii) *Exclusive Venue.* If you send the opt-out notice in (vi), and/or in any circumstances where the foregoing arbitration agreement permits either you or Company to litigate any dispute arising out of or relating to the subject matter of these Terms in court, then the foregoing arbitration agreement will not apply to either party, and both you and Company agree that any judicial proceeding (other than small claims actions) will be brought in the state or federal courts located in, respectively, New York City, New York, or the federal district in which that county falls.

(viii) *Severability.* If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration Agreement section will be null and void. This arbitration agreement will survive the termination of your relationship with Company.

12. Additional App Store Terms

A. **App from Apple App Store.** The following applies to any App you acquire from the Apple App Store ("**Apple-Sourced Software**"): You acknowledge and agree that these Terms is solely between you and Company, not Apple, Inc. ("**Apple**") and that Apple has no responsibility for the Apple-Sourced Software or content thereof. Your use of the Apple-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms and any law applicable to Company as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by these Terms and any law applicable to Company as provider of the software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party's Intellectual Property Rights, Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms. You and Company acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms as relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as relates to your license of the Apple-Sourced Software against you as a third-party beneficiary thereof.

B. **App from Google Play Store.** The following applies to any App you acquire from the Google Play Store ("**Google-Sourced Software**"): (i) you acknowledge that these Terms are between you and Company only, and not with Google, Inc. ("**Google**"); (ii) your use of Google-Sourced Software must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) Company, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or these Terms; and (vi) you acknowledge and agree that

Google is a third-party beneficiary to these Terms as it relates to Company's Google-Sourced Software.

13. Promotion Terms

We may provide you promotional offers from partnering merchants. The promotions are subject to the terms set forth by the merchant and we have no liability for any such promotion, including its fulfillment. If you earn any credit in connection with a merchant promotion for which you enroll in through the Service, we will display such credit in your Account, but we are not responsible if the merchant declines to honor any such credit. You may only redeem such credit with the merchant who has provided such credit, subject to the promo terms and conditions and merchant's acceptance of such credit. Credits are not your property and may not be assigned or transferred to any person (including upon death or as a part of a domestic relations matter). Credits have neither cash value, surrender value, transfer value nor any other value of any kind until and to the extent they are actually redeemed by us. The sale or barter of any credits, other than by us, is expressly prohibited. We or merchant may terminate your participation in any promotion at any time. We or merchant may end a promotion at any time for any reason or no reason. We or merchant may also in our sole discretion cancel, change, amend, modify, or restrict the promotion or any aspects, terms or features of the promotion. We or merchant may temporarily or permanently disqualify you from participating in a promotion and/or adjust or cause to be forfeited any or all credits accrued as a result of your abusive behavior, fraud, misrepresentation, any violation of law or any other violation of any of the terms or conditions of these Terms, in each case as determined by us in our sole discretion. If a credit redemption to which you were otherwise entitled is denied or improperly applied in violation of the terms set forth herein or any other agreement or law governing the credit, then your exclusive remedy will be the issuance of the improperly denied credit redemption, if available, or such other alternative benefit as we in our sole discretion may determine. Neither we nor any of our affiliates, agents or representatives have any other or additional liability to you or any other person for such error(s), subject to applicable law.

14. E-Sign Consent

PLEASE READ THIS SECTION CAREFULLY AND PRINT OR SAVE A COPY FOR FUTURE REFERENCE TO VERIFY THAT YOU CAN KEEP THIS TYPE OF ELECTRONIC RECORD .

This Section of these Terms (the "**E-Sign Consent**") is a legally binding agreement between Company and you and is fully incorporated into these Terms. In connection with the Service, we may choose to provide certain Records to you in electronic form and obtain your electronic signature in connection with those Records. If you withdraw your consent to receive Records in electronic form, you may be ineligible to use or obtain our Service.

A. Records to Be Provided in Electronic Form. The "**Records**" covered by this E-Sign Consent include, but are not limited to, all documents, communications, contracts, statements, notices, authorizations, and disclosures arising from or relating to your use or attempted use of the Service now and in the future. We reserve the right to decide which Records to provide electronically and when to request your electronic signature for those Records.

As part of your use of our Service, you are entitled by law to receive certain information "in writing". All Records in either electronic or paper format from us to you will be considered "in writing". You acknowledge and agree that your consent to Records is being provided in connection with a transaction affecting interstate commerce that is subject to federal Electronic Signatures in Global and National Commerce Act (the "Act"), and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means. Please read this E-Sign Consent

carefully and keep a copy for your records.

B. **Scope of Your Consent.** By agreeing to this this E-Sign Consent, you agree that you reviewed this E-Sign Consent and verified that you can print or save a copy of it for your records. You further give your express consent to receive, view, and electronically sign the Records we display on any website, through any web browser, or in any software application (including any application for mobile or handheld devices), you agree that the electronic Records we send to your designated email address may include Records displayed in the email message, attached to it or displayed when you selected links included in the message. When a Record is electronically displayed on your computer or your mobile or handheld device, you agree that your electronic signature for the Record may include clicking displayed buttons, selecting displayed boxes, typing your name in a designated field or otherwise selecting an electronic facsimile signature for the field, sending an email reply to a message transmitted to your designated email address, or taking other affirmative actions described when you view an electronic Record displayed on your computer or your mobile or handheld device. Your consent for our use of electronic Records and signatures will be effective unless you withdraw it in the manner described below.

C. **How to Withdraw Consent.** If you wish to withdraw your consent to receive Records electronically, you may do so by contacting us at info@accruesavings.com. However, once you have withdrawn your consent you may be ineligible to use or obtain certain parts of the Service.

D. **Request for Paper Records.** After you have consented to receive Records electronically you would like to receive a paper copy of a Record we previously made available to you, you may request a copy by contacting us info@accruesavings.com. We will send your paper copy to you by U.S. mail. A paper copy of the requested Records will be provided at \$5 per page. A request for a paper copy of any Record will not be considered a withdrawal of your consent to receive Records electronically.

E. **Changing your Contact Information.** It is your responsibility to provide us with a valid phone number, contact, email, and other information on file with Company, and to maintain and update promptly any changes in this information. You understand and agree that if we send you an electronic Record but you do not receive it because your valid phone number or email address or other contact information is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Records, we will be deemed to have provided the Record to you. Your use of a spam filter that blocks or re-routes emails from senders not listed in your email address book may impact your ability to receive our Records. Therefore, you must add Company to your email address book so that you will be able to receive the Records we send to you.

F. **Hardware and Software Requirements.** To access, view, and retain electronic Records that we make available to you, you must have:

- access to the Internet;
- an email account and related software capable of receiving email through the Internet;
- supported web browsing software (the most recent version of Google Chrome, Mozilla Firefox, Microsoft Edge, or Apple Safari);
- software that allows you to view and print or save PDF documents, such as Adobe Reader or similar software;
- hardware capable of running the software described above; and
- a printer or long-term storage device that allows you to print or save electronic Records for future reference.

If you are obtaining the Service electronically via a mobile or handheld device (such as a smart phone or tablet), in addition to the above requirements you must have software on your device that allows you to print and save the Records presented to you. This software can typically be found in the device's respective "app store." If you do not have these capabilities on your device, please obtain the Service through a device that provides these capabilities.

G. **Termination/Changes.** We reserve the right, at our sole discretion, to discontinue the provision of your electronic Records, or to terminate or change the terms and conditions on which we provide electronic Records. We will provide you with notice of any such termination or change as required by law.

H. **Consent.** By clicking the button, or selecting the checkbox, displayed in connection with acknowledging and/or agreeing to these Terms (or by otherwise taking an affirmative action indicating your agreement to this E-Sign Consent), you agree that: (i) you have received, read, and agree to all of the terms of this E-Sign Consent; and (ii) you consent to your and our use of electronic Records and signatures in connection with any Service that you request, use, or obtain.

15. General

A. **Assignment.** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Company without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

B. **Notification Procedures and Changes to these Terms.** Company may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by Company in our sole discretion. Company reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in these Terms. Company is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. Company may, in its sole discretion, modify or update these Terms from time to time, and so you should review this page periodically. We have the right to change or add to the terms of these Terms at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Service without notice, unless required by applicable law. In the event we are required to provide notice, we may post notice on our website or any other website maintained or owned by us and identified to you or email you at the email address associated with your Account. Any use of our Service after our publication of any such changes shall constitute your acceptance of future Terms of Use as modified. If you do not agree to any of these terms or any future Terms of Use, do not use or access (or continue to access) the Service. No modification or amendment to these Terms by you shall be binding upon Company unless in a written instrument signed by a duly authorized representative of Company.

C. **Suspension.** Notwithstanding anything to the contrary in these Terms and without limiting any other right Company may have under these Terms, Company may temporarily suspend User's access to any portion or all of the Service if: (i) Company reasonably determines that (A) there is a threat or attack on any aspect of the Service or any server, system, IP address or network associated with a Service; (B) User's or any User's use of the Service disrupts or poses a security risk to Company, the Service or to any other User or vendor of Company; (C) User, or any User, is using the Service for fraudulent or illegal activities; (D) subject to applicable law, User made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Company's provision of the Service to User is prohibited by applicable law;

or (ii) any vendor of Company has suspended or terminated Company's access to or use of any third-party services or products required to enable User to access the Service (any such suspension described in subclause (i), or (ii), a "**Service Suspension**"). Company will not provide written notice of any Service Suspension to User, unless required by law.

D. **Aggregated Statistics.** As between Company and User, all right, title, and interest in Aggregated Statistics, and all Intellectual Property Rights therein, belong to and are retained solely by Company. User acknowledges and agrees that Company may derive Aggregated Statistics from any data or information submitted by or collected in connection with User, including, without limitation, User Content and use Aggregated Statistics for its own business purposes, including training its machine learning models, benchmarking vendor product and service offerings and otherwise improving Company's products and services. User agrees that Company may make Aggregated Statistics publicly available in compliance with applicable law. "**Aggregated Statistics**" means (a) any and all data and information related to your use of the Service that is used by Company in an aggregate manner that is not reasonably capable of being associated with you or your company, including compiled statistical and performance information related to the provision and operation of the Service; and (b) any and all data and information derived from any data or information submitted by or collected in connection with User that is not reasonably capable of being associated with you.

E. **Monitoring.** Notwithstanding anything to the contrary in these Terms, we will have the right to monitor User's use of the Service to (a) confirm User is complying with these Terms and (b) collect and compile Aggregated Statistics.

F. **Entire Agreement/Severability.** These Terms, together with any amendments and any additional agreements you may enter into with Company in connection with the Service, shall constitute the entire agreement between you and Company concerning the Service. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

G. **Interpretation.** Section headings have been added for convenience of reference and will not be deemed part of these Terms. For purposes of this Agreement, "will" and "shall" are intended to have equivalent meaning, and "including" will mean "including without limitation."

H. **Survival.** Any provision that is reasonably necessary to accomplish or enforce the purpose of these Terms shall survive and remain in effect in accordance with its terms upon the termination of these Terms.

I. **Consent to be Contacted.** By accepting these Terms, you expressly consent to be contacted by us for any and all purposes, at any telephone number, or physical or electronic address you provide or at which you may be reached. You agree we may contact you in any way, including SMS messages (including text messages to your mobile device), calls using prerecorded messages or artificial voice, and calls and messages delivered using an auto telephone dialing system or an automatic texting system, for any and all purposes, including providing you the Service. Automated messages may be played when the telephone is answered, whether by you or someone else. We may also leave a message on your answering machine, voice mail, or send a message via text.

You certify, warrant and represent that the telephone numbers that you have provided to us are your numbers and not someone else's. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to alert us whenever you stop using a particular telephone number. You certify that your provided mobile number is true and accurate and that you are

authorized to enroll the designated mobile number to receive SMS messages.

To unsubscribe from text messages at any time, reply STOP to any text message you receive from us. You consent that, following such a request to unsubscribe, you may receive one final text message from us confirming your request. For help contact us at support@accruesavings.com.

Call Recording and Monitoring: You consent to the recording and monitoring, for quality assurance, training, risk management and/or collection purposes, of any call that you place with us or that we place to you.

J. **Force Majeure.** In no event will Company be liable to User, or be deemed to have breached these Terms, for any failure or delay in performing its obligations under these Terms, if and to the extent such failure or delay is caused by any circumstances beyond Company's reasonable control, including acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

K. **No Waiver.** No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Company's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

L. **Contact.** Please contact us at info@accruesavings.com with any questions regarding these Terms.