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BY USING THE SITES, YOU AGREE TO THESE TERMS OF USE. IF YOU DISAGREE WITH THESE TERMS OF USE, DO NOT USE THESE SITES.

SPENDiD reserves the right, at its sole discretion, to change, modify, add or remove portions of this user agreement, at any time. You are responsible for periodically reviewing the user agreement for changes. By continuing to use the Site, you accept any changes at the time they are implemented.

SPENDiD Services

SPENDiD is a business intelligence tool that provides demographically qualified, peer-comparative spending intelligence. By using SPENDiD, a financial institution or fintech developer can know its customers better individually and help them become more financially literate. SPENDiD enables digital banking, financial wellness, or other PFM platforms to automatically provide simple, personalized and categorized budget guidance to customers or employees based on their unique demographic profile and spending situation.

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User's Representations and Warranties

By using the Site, you represent and warrant that:

- You are of legal age and sufficient authority to enter a binding agreement.
- All data supplied will be complete and accurate to the best of your ability. You will not impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity.
- You will not transmit any content that is unlawful, defamatory, obscene, pornographic, trade libelous, threatening, harassing, tortuous, invasive of another's privacy, hateful, or racially, ethnically, religiously or otherwise objectionable.

Intellectual Property Infringement

It is SPENDiD's policy to respond to claims of intellectual property infringement. SPENDiD will promptly process and investigate notices of alleged infringement and take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section

512(c)(2) ("DMCA") and other applicable intellectual property laws. As required by the DMCA, notifications of claimed copyright infringement should be sent to SPENDiD's designated agent (the "Designated Agent"). Below is the information for Designated Agent for the Site:

Gatehouse Law, LLC
3108 Blue Lake Drive, Suite 200
Birmingham, Alabama 35243
Phone: 205.208.9595
Email: dmca@gatehouse.law

Any written communication under this section should include the following:

(1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

(2) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.

(3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.

(4) Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.

(5) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

(6) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Products or Services Offered on the Site

SPENDiD may make changes to any products or services offered on the Site, or to the applicable prices for any such products or services, at any time, without notice. The information on the Site regarding products and services may be out of date, and SPENDiD is not obligated to update such information on the Site.

Fact Scenarios

SPENDiD may, at times, use fact scenarios based in part on true events. The fact scenarios, however, are used for illustrative purposes and are not meant to depict any real person or event.

Disclaimers

SPENDiD MAKES NO CLAIM THAT THE SITE OR ANY CONTENT, SERVICE OR FEATURE OF THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY

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The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use of the Site, whether for breach of contract, tort, negligence or any other cause of action.

SPENDiD reserves the right to do any of the following, at any time, without notice: (1) modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (3) interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

Right to Refuse Service

SPENDiD reserves the right to refuse service to anyone and terminate your account at any time.

Limitation of Liability

SPENDiD is not liable to you, except where prohibited by law, for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if SPENDiD has been advised of the possibility of such damages.

Indemnity

You agree to indemnify and hold SPENDiD, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys’ fees), made against SPENDiD by any third party due to or arising out of or in connection with your use of the Site.

Violation of These Terms of Use

SPENDiD may disclose any information about you (including your identity) if it determines such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury

to or interference with (intentional or not) SPENDiD's rights or property, or the rights or property of visitors to or users of the Site, including SPENDiD's customers. Some violations may include:

- Using the Site without the requisite ability or authority to ratify legally binding contracts, or while temporarily or indefinitely suspended from the Site;
- Circumventing or manipulating the billing process, or any fees owed to SPENDiD;
- Distributing or posting spam, chain letters, or pyramid schemes;
- Distributing viruses or any other technologies that may harm SPENDiD or the interests or property of SPENDiD customers;
- Copying, modifying, republishing or distributing content from the Site or SPENDiD's copyrights and trademarks;
- Impersonating another person or otherwise misrepresenting your affiliation with another person or entity;
- Conducting fraud, hiding or attempting to hide your identity;
- Providing inaccurate contact information;
- Harvesting or otherwise collecting information about users, including email addresses, without their consent; or
- Transmitting to SPENDiD or any user any information or materials of any kind that (1) violate, plagiarize or infringe on the intellectual property or contractual rights of any third party (2) are libelous, defamatory, obscene, pornographic, abusive (3) contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

SPENDiD reserves the right at all times to disclose any information it deems necessary to comply with applicable law, regulation, legal process or governmental request. SPENDiD may also disclose your information when it determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You agree that SPENDiD may preserve any transmittal or communication from you through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or SPENDiD determines that such preservation or disclosure is reasonably necessary to: (1) comply with legal process (2) enforce the Terms of Use (3) respond to claims that any such data violates the rights of others (4) protect the rights, property or personal safety of SPENDiD, its employees, users of or visitors to the Site, and the public.

You agree that SPENDiD may, in its sole discretion and without notice, terminate your access to the Site if it determines you have violated these Terms of Use or other agreements or guidelines associated with your use of the Site. You also agree that any violation by you of these Terms of

Use will constitute an unlawful and unfair business practice that will cause irreparable harm to SPENDiD. Because monetary damages for such a violation would be inadequate, you consent to SPENDiD obtaining any injunctive or equitable relief it deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies SPENDiD may have at law or in equity.

You agree that SPENDiD may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes, but is not limited to: (1) requests by law enforcement or other government agencies (2) a request by you (3) discontinuance or material modification of the Site or any service offered on or through the Site or (4) unexpected technical issues or problems.

If SPENDiD does take any legal action against you as a result of your violation of the Terms of Use, it will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted. You agree that SPENDiD will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

Governing Law; Dispute Resolution

You agree that all matters relating to your access to or use of the Site, including all disputes, will be governed by the laws of the United States and by the laws of the state of Alabama without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Shelby County, Alabama, and waive any objection to such jurisdiction or venue. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees.

If there is any controversy or dispute between you and SPENDiD arising out of or in connection with your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If the parties are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then it shall be submitted to legally binding arbitration. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. This provision is intended to be as broad as possible under the law: it shall apply to all claims and causes of action, including all statutory and constitutional claims, contract claims and tort claims. The parties agree that their relationship affects and involves interstate commerce.

YOU UNDERSTAND THAT DISPUTES RESOLVED UNDER THIS PROVISION SHALL BE THE SOLE REMEDY FOR ANY CONTROVERSY OR CLAIM ARISING OUT OF THE TERMS OF USE AND EXPRESSLY WAIVE YOUR RIGHT TO A LAWSUIT IN ANY CIVIL COURT EXCEPT TO ENFORCE AN ARBITRATION DECISION.

Void Where Prohibited

SPENDiD administers and operates the Site from its location in Alabama, USA. Although the Site is accessible worldwide, it is intended for use within the United States. If you choose to

access the Site from outside the United States, you are responsible for complying with applicable local laws.

Miscellaneous

You may not use, export or re-export any Content or any copy or adaptation of such Content, or any product or service offered on the Site, in violation of any applicable laws or regulations, including, but not limited to, United States export laws and regulations.

Each provision of the Terms of Use shall be considered severable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable, or illegal under any existing or future law, such invalidity, unenforceability, or illegality shall not impair the operation of or affect those portions of the Terms of Use which are valid, enforceable, and legal.

SPENDiD's failure to enforce strict performance of the Terms of Use shall not be construed as a waiver by SPENDiD of any provision or any right it has to enforce the Terms of Use, nor shall any course of conduct between SPENDiD and you or any other party be deemed to modify any provision of the Terms of Use. The Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

Feedback and Information

Any feedback you provide regarding the Site is not considered confidential. SPENDiD is free to use such information without restriction.

Violations

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