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## **Welcome to the Spendaway Website**

Welcome to the Spendaway (“Spendaway,” “SpenDebt,” “Us” or “Our” or “We”) Website

– and thank You for visiting. We hope You enjoy the experience!

These Terms of Use (“Terms”) are a legal contract between You and Us (collectively, “Everyone”) and govern Your use of all the text, data, information, software, graphics, photographs and more (all of which We refer to as “Materials”) that We and Our affiliates may make available to You, as well as any services (“Services”) We may provide through any of Our websites (all of which are referred to in these Terms as this “Website”).

## **PRIVILEGED & CONFIDENTIAL**

READ THESE TERMS CAREFULLY BEFORE BROWSING THIS WEBSITE. USING THIS WEBSITE INDICATES THAT YOU HAVE BOTH READ AND ACCEPT THESE TERMS. YOU CANNOT USE THIS WEBSITE IF YOU DO NOT ACCEPT THESE TERMS.

THESE TERMS AND CONDITIONS (THE "TERMS") ARE A LEGAL CONTRACT BETWEEN YOU AND THE COMPANY. THE TERMS EXPLAIN HOW YOU ARE PERMITTED TO USE THE WEBSITE LOCATED AT THE URL: [HTTP://WWW.SPEND-AWAY.COM](http://www.spend-away.com) AS WELL AS ALL ASSOCIATED SITES LINKED TO [HTTP://WWW.SPEND-AWAY.COM](http://www.spend-away.com) BY THE COMPANY, ITS SUBSIDIARIES AND AFFILIATED COMPANIES (COLLECTIVELY, THE "SITE"). BY CLICKING ACCEPT, YOU ARE AGREEING TO ALL THE TERMS; IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THIS SITE, ANY SERVICES AVAILABLE THROUGH THIS SITE OR ANY INFORMATION CONTAINED ON THIS SITE.

*NOTE: THESE TERMS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH THE COMPANY. YOU MAY OPT OUT OF THE BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER AS PROVIDED BELOW.*

## **CHANGES.**

We may alter the Materials and Services We offer You and/or choose to modify, suspend or discontinue this Website at any time and without notifying You. We may also change, update, add or remove provisions (collectively, "modifications") of these Terms from time to time. Because Everyone benefits from clarity, We promise to inform You of any modifications to these Terms by posting them on this Website and, if You have registered with Us, by describing the modifications to these Terms in an email that We will send to the address that You provided during registration. To be sure We properly reach Your email inbox, We just ask that You let Us know if Your preferred email address changes at any time after Your registration.

If You object to any such modifications, Your sole recourse shall be to cease using this Website. Continued use of this Website following notice of any such modifications indicates You acknowledge and agree to be bound by the modifications. Also, please know that these Terms may be superseded by expressly-designated legal notices or terms located on particular pages of this Website. These expressly-designated legal notices or terms are incorporated into these Terms and supersede the provision(s) of these Terms that are designated as being superseded.

## **GENERAL USE.**

By using this Website, You promise that You are at least 18 years of age.

We invite You to use this Website for individual, consumer purposes ("Permitted Purposes") – enjoy!

In these Terms we are granting You a limited, personal, non-exclusive and non-transferable license to use and to display the Materials; Your right to use the Materials is conditioned on Your compliance with these Terms. You have no other rights in this Website or any Materials and You may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of this Website or Materials in any manner. If You make copies of any of this Website while engaging in Permitted Purposes then We ask that You be sure to keep on the copies all of Our copyright and other proprietary notices as they appear on this Website.

Unfortunately, if You breach any of these Terms the above license will terminate automatically and You must immediately destroy any downloaded or printed Materials (and any copies thereof).

## **PRIVILEGED & CONFIDENTIAL**

### **USING THIS WEBSITE AND THE WEBSITE'S SERVICES.**

We appreciate You visiting this Website and allow You to do just that – stop by and leisurely check it out without even registering with Us!

However, in order to access certain password-restricted areas of this Website and to use certain Services and Materials offered on and through this Website, You must successfully register an account with Us.

### **PASSWORD RESTRICTED AREAS OF THIS WEBSITE.**

If You want an account with Us, You must submit the following information through the account registration page on this Website:

- A working email address;
- First and last name;
- Preferred username and password;
- Valid phone number for two-way authentication and verification
- Active bank accounts and debt accounts
- A copy of Your driver's license or other government-issued id (e.g. passport, military or government identification card) may be required for personal identification and verification

You may also provide additional, optional information so that We can provide You a more customized experience when using this Website – but, We will leave that decision with You. Once You submit the required registration information, We alone will determine whether or not to approve Your proposed account. If approved, You will be sent an e-mail detailing how to complete Your registration. For so long as You use the account, You agree to provide true, accurate, current, and complete information which can be accomplished by logging into Your account and making relevant changes directly or contacting Us using the below contact information and We can make the changes for You. And, if You forget Your password – no worries as We will happily send a password update to Your provided email address.

Once Your account has been approved, You will enter additional information into Your User Profile to register Your bank accounts and debt accounts. Bank accounts can include either a checking or savings account which will be used to fund payments to Your debt account and any associated fees. You will also select the type of payment and the amount of payment to be made from Your bank account. You will have the option to choose an amount per-transaction to be applied to Your chosen debt account(s) as well as an option to select a monthly additional “add-on” payment of an amount You specify on the debt account(s). Debt accounts include various types of loans (e.g. student loans or mortgages) or credit cards that You would like to make payments on. You will have the option to change, update, or modify bank accounts and debt accounts and payment details through Your User Profile at any time provided that a payment transaction is not currently in process for that account. Some smaller, non-FDIC bank accounts, credit union accounts, and debt accounts may not be currently supported. Only accounts and payment transactions in the United States are currently supported. For questions on whether Your specific account or transaction is supported, please contact [info@spendebt.com](mailto:info@spendebt.com).

We may provide information and finance tools on the Website to assist You with financial planning, spending analysis, and debt management. The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance You place on such information is strictly at Your own risk. We disclaim all liability and responsibility from any reliance placed on such information, materials, or tools by You or any other visitor to the Website, or by anyone who may be informed of any of its contents.

## **PRIVILEGED & CONFIDENTIAL**

This Website includes content provided by third parties, including, without limitation, payment transaction history, and materials provided by other third-party licensors, aggregators, and/or reporting services. All statements and content expressed in these materials, other than the content provided by Us, are solely the responsibility of the person or entity providing such materials. These materials do not necessarily reflect the opinion of Us, and We are not responsible or liable to You, or any other third party, for any content or accuracy of any materials provided by any third parties.

You are responsible for complying with these Terms when You access this Website, whether directly or through any account that You may setup through or on this Website. Because it is Your account, it is Your job to obtain and maintain all equipment and services needed for access to and use of This Website as well as paying related charges. It is also Your responsibility to maintain the confidentiality of Your password(s), including any password of a third-party site that We may allow You to use to access this Website. Should You believe Your password or security for This Website has been breached in any way, You must immediately notify Us.

If you register for a “beta account” or other pre-release version of the Site and/or the Services and Materials on the Site (“Beta Release”), you acknowledge and agree that the Beta Release may contain, in Our sole discretion, more or fewer features or different licensing terms than a subsequent commercial release version of the Site and/or Services that may be offered through the Site. You acknowledge and agree that any “beta account” will automatically convert to a commercial release version account upon the launch date of the Site and its Services to the public (“Public Launch Date”). While We generally intend to distribute commercial release versions of the Site and the Services and Materials on the Site, We reserve the right not to release later commercial release versions of any Beta Release. Without limiting any disclaimer of warranty or other limitation stated herein, you agree that any Beta Release is not considered by Us to be suitable for commercial use, and that it may contain errors affecting its proper operation. BY ACCEPTING THESE TERMS, YOU ACKNOWLEDGE AND AGREE THAT USE OF A BETA RELEASE MAY EXHIBIT SPORADIC DISRUPTIONS THAT HAVE THE POTENTIAL TO DISRUPT YOUR USE OF THE SITE IN GENERAL AND ANY SERVICES THAT MAY BE OFFERED THROUGH THE SITE. WE SPECIFICALLY DISCLAIMS ALL DAMAGES RESULTING FROM YOUR USE OF ANY BETA RELEASE.

## **PAYMENTS.**

You agree to pay all applicable fees related to Your use of this Website and Our Services which are described fully as set forth below.

Payments from Your designated bank account in the amount You specified in Your User Profile will be debited either on a per-transaction basis and/or as a monthly add-on payment amount, whichever may be applicable based on Your selection, to the debt account(s) registered in Your User Profile. We utilize third party payment processing applications such as Plaid, Stripe, and Capital One to authenticate Your accounts and process the payments.

We understand that You might cancel Your account, but please know that We will not provide any refund(s) and You will be responsible for paying any balance due on the account. To make things less complicated, You agree that We may charge any unpaid fees to Your provided payment method and/or send You a bill for such unpaid fees.

## **FEES.**

You will receive a 30-day free trial for an account membership for transactions you wish to make. After the 30-day free trial period, SpenDebt will charge an account service fee of \$3.99 per month, plus any applicable sales tax that may be imposed in conjunction with the use of Our Services. By signing up for a user account membership, You authorize SpenDebt, for the entire term in which your account is subject to the monthly account service fee, to process any Automated Clearing House (“ACH”) debits from your funding bank account for the amounts due for the monthly account service fee, along with any debt payments you pre-authorize from your bank account, plus any applicable sales or use tax each month. Any ACH debit you preauthorize will result in an electronic funds transfer from your funding bank account to SpenDebt to pay, if applicable, the monthly account service fee and authorized payments to

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your debt account(s). You acknowledge that it is your responsibility to provide correct payment instructions and account and routing numbers when requested in connection with establishing your user account. You agree that you have sufficient amounts in your designated accounts to fulfill your payment obligations and the allocation of funds that you elect. You agree to be bound by the National Automated Clearing House Association operating rules and any applicable local ACH operation rules. You acknowledge that any mismatched, incomplete, or incorrect identifying information for the funding account or payment instructions may result in an ACH transfer being rejected. You agree to indemnify and hold SpenDebt from any and all damages resulting from or related to any mismatched, incorrect, or incomplete identifying information regarding your funding account or payment instructions for the ACH debit. You also agree that We are not liable for ACH transfer processing delays or any overdraft fees charged by your financial institution that maintains your funding account, or any act or omission of any service provider or vendor of any such financial institution. You can stop or modify such preauthorized withdrawals by contacting Us at (832)-844-1573 or emailing Us at [info@spendebt.com](mailto:info@spendebt.com) at least three business days before any scheduled withdrawal date. You must provide correct and complete information in order to stop payment. You also agree to indemnify and hold Us harmless from any loss incurred as a result of incorrect or incomplete information for the stop payment order. In case of errors or questions about your electronic transfers, please contact [info@spendebt.com](mailto:info@spendebt.com) or by phone at (832) 844-1573.

## **ELECTRONIC COMMUNICATIONS.**

By using the Website and/or the Services provided on or through the Website, You consent to receiving electronic communications from Us. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the Website and/or Services provided on or through the Website. These electronic communications are part of Your relationship with Us. You agree that any notices, agreements, disclosures or other communications that We send You electronically will satisfy any legal communication requirements, including that such communications be in writing. In addition to the electronic communications, You may elect to receive account alerts and transaction notifications by electronic means. You may opt out of receiving these account alerts and transaction notifications from Us at any time by emailing [info@spendebt.com](mailto:info@spendebt.com) or texting the word "STOP" to the phone number providing the alerts and notifications.

## **PRIVACY POLICY.**

We respect the information that You provide to Us, and want to be sure You fully understand exactly how We use that information. So, please review Our Privacy Policy ("Privacy Policy") which explains everything.

## **LINKS TO THIRD-PARTY SITES.**

We think links are convenient, and We sometimes provide links on his Website to third-party websites. If You use these links, You will leave this Website. We are not obligated to review any third-party websites that You link to from this Website, We do not control any of the third-party websites, and We are not responsible for any of the third-party websites (or the products, services, or content available through any of them). Thus, We do not endorse or make any representations about such third-party websites, any information, software, products, services, or materials found there or any results that may be obtained from using them. If You decide to access any of the third-party websites linked to from this Website, You do this entirely at Your own risk and You must follow the privacy policies and terms and conditions for those third-party websites.

Our Website integrates with the third-party applications including, without limitation, Stripe, Plaid, and Capital One, to process payments and authenticate account ownership. These third-party applications will capture payment details such as payment amount, payment date, payee, and payment method. These applications will also authenticate the ownership of the account and card used for each transaction, check account balances, and process the payment for the transaction. As such, the transaction details may be shared by these third-party applications to other service providers (such as banks, credit bureaus, and payment method providers) in order to process the transaction. To the extent that the payment Services provided by Us integrate with, link to, or make use of third party accounts or services including, without limitation, those offered by Stripe, Plaid, and Capital One (collectively, "Third Party Services"), such Third Party Services shall be governed by their own terms and conditions and You agree to comply with such terms. To the

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extent that You affirmatively select or designate any Third Party Services to integrate with the Services, it shall be Your responsibility to ensure that the Services provided by SpenDebt may be used with such Third Party Services.

YOU AGREE SPENDEBT WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES, THIRD PARTY SERVICES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY.

## **UNAUTHORIZED ACTIVITIES.**

To be clear, We authorize Your use of this Website only for Permitted Purposes. Any other use of this Website beyond the Permitted Purposes is prohibited and, therefore, constitutes unauthorized use of this Website. This is because as between You and Us, all rights in this Website remain Our property.

Unauthorized use of this Website may result in violation of various United States and international copyright laws. Because We prefer keeping this relationship drama-free, We want to give You examples of things to avoid. So, unless You have written permission from Us stating otherwise, You are not authorized to use this Website in any of the following ways (these are examples only and the list below is not a complete list of everything that You are not permitted to do):

- For any public or commercial purpose which includes use of this Website on another site or through a networked computer environment;
- In a manner that modifies, publicly displays, publicly performs, reproduces or distributes any of this Website;
- In a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law;
- To stalk, harass, or harm another individual;
- To impersonate any person or entity or otherwise misrepresent Your affiliation with a person or entity;
- To interfere with or disrupt this Website or servers or networks connected to this Website;
- To use any data mining, robots, or similar data gathering or extraction methods in connection with this Website;
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful; or
- Attempt to gain unauthorized access to any portion of this Website or any other accounts, computer systems, or networks connected to this Website, whether through hacking, password mining, or any other means.

We reserve the right to terminate access to your account or restrict your use of the Services for any action that We determine is inappropriate or disruptive to this Site or to any other user of this Site and/or Services. We may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at Our discretion, We will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Site or on the Internet.

You agree to hire attorneys to defend Us if You violate these Terms and that violation results in a problem for Us. You also agree to pay any damages that We may end up having to pay as a result of Your violation. You alone are

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responsible for any violation of these Terms by You. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You and, in such case, You agree to cooperate with Our defense of such claim.

## **PROPRIETARY RIGHTS.**

"SpenDebt" and "SpenDebt Inc" are trademarks that belongs to Us. Other trademarks, names and logos on this Website are the property of their respective owners.

Unless otherwise specified in these Terms, all Materials, including the arrangement of them on this Website are Our sole property, Copyright © 2021 SpenDebt. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

## **INTELLECTUAL PROPERTY INFRINGEMENT.**

We respect the intellectual property rights of others and encourage You to do the same. Accordingly, We have a policy of removing User Submissions that violate intellectual property rights of others, suspending access to this Website (or any portion thereof) to any user who uses this Website in violation of someone's intellectual property rights, and/or terminating in appropriate circumstances the account of any user who uses the this Website in violation of someone's intellectual property rights.

Pursuant to Title 17 of the United States Code, Section 512, We have implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with such law. If You believe Your copyright or other intellectual property right is being infringed by a user of this Website, please provide written notice to Our Agent for notice of claims of infringement:

Attn: \_\_\_\_ DMCA Agent

CC: \_\_\_\_

Email: \_\_\_\_

To be sure the matter is handled immediately, Your written notice must:

- Contain Your physical or electronic signature;
- Identify the copyrighted work or other intellectual property alleged to have been infringed;
- Identify the allegedly infringing material in a sufficiently precise manner to allow Us to locate that material;
- Contain adequate information by which We can contact You (including postal address, telephone number, and e-mail address);
- Contain a statement that You have a good faith belief that use of the copyrighted material or other intellectual property is not authorized by the owner, the owner's agent or the law;
- Contain a statement that the information in the written notice is accurate; and
- Contain statement, under penalty of perjury, that You are authorized to act on behalf of the copyright or other intellectual property right owner.

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Unless the notice pertains to copyright or other intellectual property infringement, the Agent will be unable to address the listed concern.

### Submitting a DMCA Counter-Notification

We will notify You that We have removed or disabled access to copyright-protected material that You provided, if such removal is pursuant to a validly received DMCA take-down notice. In response, You may provide Our Agent with a written counter-notification that includes the following information:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from You under the penalty of perjury, that You have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that You consent to the jurisdiction of a court for the judicial district in which Your physical address is located, or if Your physical address is outside of the United States, for any judicial district in which We may be located, and that You will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

### Termination of Repeat Infringers

We reserve the right, in Our sole discretion, to terminate the account or access of any user of this Website or Service who is the subject of repeated DMCA or other infringement notifications.

## **DISCLAIMER OF WARRANTIES.**

THIS WEBSITE IS PROVIDED "AS IS" AND "WITH ALL FAULTS" AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS WEBSITE IS WITH YOU.

WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THIS WEBSITE, WHICH INCLUDES BUT IS NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

THIS MEANS THAT WE DO NOT PROMISE YOU THAT THE WEBSITE IS FREE OF PROBLEMS. Without limiting the generality of the foregoing, We make no warranty that this Website will meet Your requirements or that this Website will be uninterrupted, timely, secure, or error free or that defects in this Website will be corrected. We make no warranty as to the results that may be obtained from the use of this Website or as to the accuracy or reliability of any information obtained through this Website. No advice or information, whether oral or written, obtained by You through this Website or from Us or Our subsidiaries/other affiliated companies shall create any warranty. You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and for maintaining a means external to the Website for any backup or reconstruction of lost data. We disclaim all equitable indemnities.

## **LIMITATION OF LIABILITY.**

WE SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIALS TO OR FROM THIS WEBSITE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL



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DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF WE KNOW THERE IS A POSSIBILITY OF SUCH DAMAGE.

## **LOCAL LAWS; EXPORT CONTROL.**

We control and operate this Website from Our headquarters in the United States of America and the entirety of this Website may not be appropriate or available for use in other locations. If You use this Website outside the United States of America, You are solely responsible for following applicable local laws.

## **FEEDBACK.**

Any submissions by You to Us (e.g., comments, questions, suggestions, materials – collectively, “Feedback”) through any communication whatsoever (e.g., call, fax, email) will be treated as both non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and We are free to use, without any attribution or compensation to You, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. You understand and agree that We are not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and You have no right to compel such use, display, reproduction, or distribution.

## **DISPUTE RESOLUTION AND ARBITRATION; CLASS ACTION WAIVER.**

**Please Read This Provision Carefully. It Affects Your Legal Rights.**

This Provision facilitates the prompt and efficient resolution of any dispute (e.g., claim or controversy, whether based in contract, statute, regulation, ordinance, tort – including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence – or any other legal or equitable theory, and includes the validity, enforceability or scope of this Provision (with the exception of the enforceability of the Class Action Waiver clause below) that may arise between You and Us. Effectively, then, “dispute” is given the broadest meaning enforceable by law and includes any claims against other parties relating to services or products provided or billed to You (such as Our licensors, suppliers, dealers or third-party vendors) whenever You also assert claims against Us in the same proceeding.

This Provision provides that all disputes between You and Us shall be resolved by binding arbitration because acceptance of These Terms constitutes a waiver of Your right to litigation claims and all opportunity to be heard by a judge or jury. We prefer this because We believe arbitration is less drama-filled than litigation. To be clear, there is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow this agreement and can award the same damages and relief as a court (including attorney’s fees). You may, however, opt-out of this Provision which means You would have a right or opportunity to bring claims in a court, before a judge or jury, and/or to participate in or be represented in a case filed in court by others (including, but not limited to, class actions). EVERYONE AGREES THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS PROVISION.

### Pre-Arbitration Claim Resolution

For all Disputes, whether pursued in court or arbitration, You must first give Us an opportunity to resolve the Dispute which is first done by emailing Us at [info@spendebt.com](mailto:info@spendebt.com) ] the following information: (1) Your name, (2) Your address, (3) A written description of Your Claim, and (4) A description of the specific relief You seek. If We do not resolve the Dispute within 45 days after receiving Your notification, than You may pursue Your Dispute in arbitration. You may pursue Your dispute in a court only under the circumstances described below.

### Exclusions from Arbitration/Right to Opt Out

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Notwithstanding the above, You or We may choose to pursue a Dispute in court and not by arbitration if: (a) The dispute qualifies for initiation in small claims court; or (b) YOU OPT-OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THIS AGREEMENT (the "Opt-Out Deadline"). You may opt-out of this Provision by emailing Us at info@spendebt.com] the following information: (1) Your name; (2) Your address; (3) A clear statement that You do not wish to resolve disputes with Us through arbitration. Either way, We will not take any decision You make personally. In fact, We promise that Your decision to opt-out of this Arbitration Provision will have no adverse effect on Your relationship with Us. But, We do have to enforce the Opt-Out Deadline so keep in mind that **any opt-out request received after the Opt-Out Deadline will not be valid and You must pursue Your dispute in arbitration or small claims court.**

### Arbitration Procedures

If this Provision applies and the dispute is not resolved as provided above (Pre-Arbitration Claim Resolution) either You or We may initiate arbitration proceedings. The American Arbitration Association ("AAA"), www.adr.org, or JAMS, www.jamsadr.com, will arbitrate all disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration, and shall in no event be commenced as a class arbitration. All issues shall be for the arbitrator to decide, including the scope of this Provision.

For arbitration before AAA, for Disputes of less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply; for Disputes involving \$75,000 or more, the AAA's Commercial Arbitration Rules will apply. In either instance, the AAA's Optional Rules For Emergency Measures Of Protection shall apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. The JAMS rules are available at www.jamsadr.com or by calling 1-800-352-5267. This Provision governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action procedures or rules apply to the arbitration.

Because this Website and these Terms concern interstate commerce, the Federal Arbitration Act ("FAA") governs the arbitrability of all disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit.

*Arbitration Award* – The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be final and binding on the parties, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

*Location of Arbitration* – You or We may initiate arbitration in either New York or the federal judicial district that includes Your billing address. In the event that You select the latter, We may transfer the arbitration to New York so long as We agree to pay any additional fees or costs which the arbitrator determines You incur as a result of the transfer.

*Payment of Arbitration Fees and Costs* – So long as You place a request in writing prior to commencement of the arbitration, We will pay all arbitration fees and associated costs and expenses. But, You will still be responsible for all additional fees and costs that You incur in the arbitration which include but are not limited to attorneys' fees or expert witnesses. In addition to any fees and costs recoverable under applicable law, if You provide notice and negotiate in good faith with Us as provided in the section above titled "Pre-Arbitration Claim Resolution" and the arbitrator concludes that You are the prevailing party in the arbitration, You will be entitled to recover reasonable attorney's fees and costs as determined by the arbitrator.

### Class Action Waiver

Except as otherwise provided in this Provision, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless both You and We specifically agree to do so following

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initiation of the arbitration. **If You choose to pursue Your Dispute in court by opting out of the Arbitration Provision, as specified above, this Class Action Waiver will not apply to You.** Neither You, nor any other user of this Website can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

### Jury Waiver

You understand and agree that by accepting this Provision in these Terms, You and We are each waiving the right to a jury trial or a trial before a judge in a public court. In the absence of this Provision, You and We might otherwise have had a right or opportunity to bring disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). Except as otherwise provided below, those rights are waived. Other rights that You would have if You went to court (e.g., the rights to both appeal and certain types of discovery) may be more limited or may also be waived.

### Severability

If any clause within this Provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Provision whose remainder will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Provision will be unenforceable and the dispute will be decided by a court.

### Continuation

This Provision shall survive the termination of Your account with Us or Our affiliates and Your discontinued use of this Website. Notwithstanding any provision in this Agreement to the contrary, We agree that if We make any change to this Provision (other than a change to the Notice Address), You may reject any such change and require Us to adhere to the language in this Provision if a dispute between Us arises.

## **GENERAL.**

We think direct communication resolves most issues – if We feel that You are not complying with these Terms, We will tell You. We will even provide You with recommended necessary corrective action(s) because We value this relationship.

However, certain violations of these Terms, as determined by Us, may require immediate termination of Your access to this Website without prior notice to You. The Federal Arbitration Act, Texas state law and applicable U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Foreign laws do not apply. Except for disputes subject to arbitration as described above, any disputes relating to these Terms or this Website will be heard in the courts located in Harris County, Texas. If any of these Terms are deemed inconsistent with applicable law, then such term(s) shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. By choosing not to enforce any of these Terms, We are not waiving Our rights. These Terms are the entire agreement between You and Us and, therefore, supersede all prior or contemporaneous negotiations, discussions or agreements between Everyone about this Website. The proprietary rights, disclaimer of warranties, representations made by You, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

## **CALIFORNIA CONSUMER NOTICE.**

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: This Website and Service are provided by SpenDebt. If You have a question or complaint regarding the Website or Service, please contact Customer Service at [info@spendebt.com](mailto:info@spendebt.com). California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by post at 1625 North Market Blvd., Sacramento, CA 95834 or by telephone at (916) 445-1254 or (800) 952-5210 or Hearing Impaired at TDD (800) 326-2297 or TDD (916) 322-1700.

**PRIVILEGED & CONFIDENTIAL**

**CONTACT US.**

If You have any questions about these Terms or otherwise need to contact Us for any reason, You can reach Us by Phone at 832-844-1573, or by email at [info@spendebt.com](mailto:info@spendebt.com).