

SaveBetter.com Terms and Conditions

PLEASE READ THE TERMS AND CONDITIONS OF THIS ENTIRE AGREEMENT (THE “AGREEMENT”) CAREFULLY. THE AGREEMENT GOVERNS YOUR USE OF SAVEBETTER.COM. SAVEBETTER LLC AND ITS AFFILIATES (COLLECTIVELY, “SAVEBETTER”) PROVIDE SAVEBETTER.COM TO YOU SUBJECT TO YOUR COMPLIANCE WITH THIS AGREEMENT. BY USING OR ACCESSING SAVEBETTER.COM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT.

1. Use of SaveBetter.com; Disclaimers.

(a) SaveBetter provides SaveBetter.com to provide information relating to SaveBetter, as well as deposit products SaveBetter may make available. As a condition to your use of SaveBetter.com, you agree that you will not: (i) use SaveBetter.com to infringe the intellectual property rights of SaveBetter or others in any way; (ii) use SaveBetter.com or make any attempt to penetrate, modify or manipulate SaveBetter.com or any of SaveBetter’s hardware or software in order to invade the privacy of, obtain the identity of or obtain any personal information about (including, but not limited to, IP addresses of) any SaveBetter account holder or user, or modify, erase or damage any information contained on the computer of any user connected to SaveBetter.com; or (iii) reverse engineer any portion of SaveBetter.com.

(b) SaveBetter is not engaged in rendering financial or any other advice through SaveBetter.com and you are not a client of SaveBetter merely by visiting SaveBetter.com. For complete descriptions of the offer terms of any deposit product, please refer to the applicable Product Information Sheet, available on SaveBetter.com.

(c) The information contained on SaveBetter.com is believed to be accurate. Deposit products made available on SaveBetter.com are offered by their applicable banks and the terms of each deposit product is the responsibility of the applicable offering bank.

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2. Copyrights and Trademarks.

(a) All content included on SaveBetter.com, such as text, graphics, logos, button icons, images, data compilations and software, as well as the compilation of all content on SaveBetter.com and all software used on SaveBetter.com, are the property of SaveBetter, its affiliates or its content suppliers and are protected by United States and international copyright laws. Trademarks owned by SaveBetter or its affiliates, including but not limited to, the SaveBetter logo and all other trademarks, service marks, logos and trade names of SaveBetter or its affiliates appearing on this Site (collectively, “Marks”) are owned by SaveBetter, its affiliates or its licensors. Nothing in this Agreement or on SaveBetter.com grants you any right or license to make any use of any materials or Marks identified on SaveBetter.com, except as described in the remainder of this Section 2.

(b) You are authorized only to visit, view and retain a single copy of pages of SaveBetter.com solely for your own individual, noncommercial use and you agree that you will not duplicate, download, publish, modify or otherwise distribute any material from SaveBetter.com for any purpose other than your own individual, noncommercial use, unless you obtain SaveBetter’s prior written consent. None of the legal notices and various credits posted on the pages of SaveBetter.com or in the Services may be removed under any circumstances.

(c) You are granted a limited, revocable and nonexclusive right to create a hyperlink to the home page of SaveBetter.com, *provided*: (i) the link does not portray SaveBetter, its affiliates, or their products or services in a false, misleading, derogatory or otherwise offensive matter; and (ii) the link does not use any of the Marks without SaveBetter’s prior written consent.

(d) Notwithstanding any of the foregoing provisions of this Section 2, you (i) may not frame or utilize framing techniques to enclose any Marks or (ii) use any meta tags or any other hidden text utilizing the Marks, unless you have SaveBetter’s prior written consent.

3. Prohibited Activities on SaveBetter.com.

As a condition of your use of SaveBetter.com, you agree that you will not restrict or inhibit any other user from using and enjoying SaveBetter.com or any other property or system of SaveBetter or any of its affiliates or service providers, or use SaveBetter.com to: (a) engage in or encourage conduct that would constitute a criminal offense or give rise to civil or criminal liability; (b) distribute in any manner any harmful, obscene, defamatory or otherwise illegal or objectionable material of any kind; (c) spoof or otherwise impersonate any individual or entity, or forge, delete or alter any part of the TCP/IP packet header information in any e-mail or other posting; (d) harvest, collect or store user information on SaveBetter.com; (e) violate or attempt to violate, the security of SaveBetter.com; (f) infringe upon or misappropriate any person’s copyright, patent, or other intellectual property, trade secret, or other proprietary rights (in which event you may be ordered by a court to pay money damages to the rightful owner of any such rights you violate); or (g) assist or permit any persons in engaging in any of the activities described above.

4. Consequences of Unacceptable Use.

With regard to any alleged or actual illegal activities by you involving SaveBetter.com, SaveBetter reserves all rights including, without limitation, the following: (a) the right to investigate and to

involve and cooperate with law enforcement authorities; (b) the right to pursue a civil lawsuit or criminal prosecution for any alleged or actual illegal activities; and (c) the right to terminate your access to SaveBetter.com.

5. Information you Submit.

(a) SaveBetter uses the information you submit to SaveBetter through any SaveBetter.com pages (and other pages SaveBetter may add from time to time) and by e-mail to respond to your inquiries for information or requests for SaveBetter services. SaveBetter's use of any information you submit to SaveBetter through SaveBetter.com is also subject to SaveBetter's Privacy Policy, the provisions of which are incorporated by reference into this Agreement and shall apply to your use of SaveBetter.com. Notwithstanding the foregoing, SaveBetter reserves the right at all times to disclose any information as SaveBetter determines, in its sole discretion, to be necessary to satisfy any law, regulation or governmental request or to avoid liability for SaveBetter or any third party.

(b) When you complete forms online or otherwise provide SaveBetter information in connection with SaveBetter.com, you agree to provide current, complete, true and accurate information. You agree not to use a false or misleading name or a name that you are not authorized to use. If SaveBetter, in its sole discretion, believes that any such information is untrue, inaccurate, not current or incomplete, SaveBetter may refuse your access to SaveBetter.com and may pursue any and all appropriate legal and equitable remedies.

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6. Warranty Disclaimer.

YOUR ACCESS AND USE SAVEBETTER.COM IS AT YOUR SOLE RISK. SAVEBETTER.COM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR NON-MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATIONAL CONTENT OR SYSTEM INTEGRATION. SAVEBETTER DOES NOT WARRANT THAT SAVEBETTER.COM WILL BE AVAILABLE OR OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER OR THAT ERRORS OR DEFECTS WILL BE CORRECTED. SAVEBETTER DOES NOT WARRANT THAT INFORMATION AVAILABLE ON OR THROUGH SAVEBETTER.COM IS APPROPRIATE, ACCURATE OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION AND ACCESSING IT FROM JURISDICTIONS WHERE ITS CONTENT IS ILLEGAL IS EXPRESSLY

PROHIBITED. Please note that some jurisdictions do not allow exclusion of certain implied warranties, so the above exclusions may not apply to you.

7. Limitation of Liability.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT SAVEBETTER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL EXEMPLARY OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE USE OF SAVEBETTER.COM AND ANY OR ALL OF THE SAVEBETTER SERVICES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SAVEBETTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS, IN WHOLE OR IN PART, HELD TO BE INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF SAVEBETTER FOR ANY REASON AND UPON ANY CAUSE OF ACTION (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY AND OTHER ACTIONS IN CONTRACT OR TORT) ARISING OUT OF OR IN ANY WAY RELATED TO THIS SITE, THE SERVICES OR THIS AGREEMENT SHALL BE LIMITED TO YOUR DIRECT DAMAGES ACTUALLY INCURRED UP TO A MAXIMUM OF TWO HUNDRED FIFTY DOLLARS (\$250.00). THE LIMITATION OF LIABILITY HEREIN APPLIES TO ALL LIABILITIES IN THE AGGREGATE INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM YOUR USE OR YOUR INABILITY TO USE SAVEBETTER.COM OR ANY OTHER MATTER ARISING FROM OR RELATING TO SAVEBETTER.COM. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

8. Indemnity.

You agree to indemnify and hold SaveBetter harmless and, at SaveBetter's request, to defend SaveBetter from and against any claim, demand, cause of action, debt, loss or liability including, without limitation, reasonable attorneys' fees, to the extent that any of the foregoing is based upon, arises out of, or relates to: (a) your use of (or inability to use) SaveBetter.com; (b) your violation of the terms and conditions of this Agreement; (c) the infringement by you, or any other person using your password and account, of any right of any person or entity; or (d) any other activities of yours accomplished using SaveBetter.com. This indemnity shall be in addition to and not limited by any other indemnity.

9. Order of Precedence.

This Agreement governs your use of SaveBetter.com. To the extent that any provision of this Agreement conflicts with any provision of other agreements offered as part of any enrollment for additional services on SaveBetter.com and which you sign pursuant to Electronic Communications Agreement (E-SIGN consent), the terms of those other agreements shall, as to the specific subject matter thereof, take precedence over any conflicting terms herein.

10. Applicable Laws.

SaveBetter.com are controlled by SaveBetter from its offices within the state of New York and is intended for viewing only in the United States. Subject to the provisions of Sections 6, 7 and 9 above, the internal substantive laws of the State of New York will govern this Agreement and any dispute arising hereunder without regard to any conflict of laws principles.

11. Dispute Resolution; Arbitration.

If a dispute arises out of or relates to this Agreement or its breach (with the exception of rights to injunctive relief with respect to intellectual property rights and obligations with respect to confidentiality) and the parties have not been successful in resolving the dispute through direct negotiation, then (a) the dispute shall be resolved by arbitration administered by the American Arbitration Association (or any successor entity) under its Commercial Arbitration Rules, as amended from time to time, solely to the extent such Rules are not in conflict with the provisions of this Agreement, (b) any judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction, (c) the location of the arbitration shall be New York, New York, USA and (d) the parties shall have the right to take discovery of the other party by any method allowed by the Federal Rules of Civil Procedure, although in an effort to expedite the arbitration proceeding, as well as to minimize the parties' attorneys' fees and other costs, the arbitrator(s) presiding over any such arbitration shall, to the extent equitable, restrict the type and amount of discovery in which the parties may engage. The arbitrator(s) shall each be a natural person who has never been employed (either as an employee or as an independent consultant) by either of the parties, or any parent, subsidiary or affiliate thereof. The arbitrator(s) may upon request exclude from the arbitration proceeding any evidence not made available to the other party pursuant to a proper discovery request. The cost of the arbitration shall be borne equally by the parties pending the award. Upon the decision of the arbitrator(s), the prevailing party shall be entitled to receive from the other party its reasonable attorneys' fees and costs. The parties, their representatives, other participants, the arbitrator(s) and the administrator(s) of the arbitration shall hold in confidence the existence, content and outcome of the arbitration.

12. Miscellaneous.

(a) SaveBetter may amend this Agreement or any other notices, policies, terms and conditions on SaveBetter.com at any time by posting the changes to SaveBetter.com or other reasonable means. Accordingly, you should visit SaveBetter.com from time to time to review the then-current and effective terms and conditions of this Agreement because they are binding upon you.

(b) No delay or failure by SaveBetter to take action or exercise any rights under this Agreement or applicable law shall constitute a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right hereunder.

(c) Subject to the provisions of Sections 9 and 12(a) of this Agreement, this Agreement constitutes the entire agreement between you and SaveBetter with respect to the specific subject matter addressed herein and governs your use of SaveBetter.com, superseding any prior

agreements between you and SaveBetter relating to such subject matter. Notwithstanding the foregoing, this Agreement may be supplemented by any other agreement you enter into with SaveBetter pursuant to enrollment to access certain features of SaveBetter.com.

(d) If any provisions of this Agreement are found by a court or arbitration panel of competent jurisdiction to be invalid or unenforceable, they shall be to that extent severed from this Agreement such that the remainder thereof shall remain in full force and effect and shall continue to bind the parties.

(e) The section headings used in this Agreement are for convenience only and have no legal or contractual effect. As appropriate to the text and the context of this Agreement, references to the plural shall include the singular, references to the masculine shall include the feminine and neuter gender and statements in the disjunctive shall include the conjunctive and vice versa.

(f) SaveBetter.com are not intended for use by minors, including children under the age of 13 and SaveBetter does not knowingly collect personal information from children under the age of 13. IF YOU ARE NOT LEGALLY AN ADULT UNDER THE GOVERNING LAWS WHERE YOU LIVE, YOU MAY NOT ACCESS SAVEBETTER.COM OR USE THE SAVEBETTER SERVICES AND SHOULD IMMEDIATELY DISCONTINUE YOUR ACCESS AND USE THEREOF.