

## Website Terms and Conditions

Last modified: September 20, 2024

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE, BUT ARE NOT LIMITED TO, VARIOUS LIMITATIONS AND EXCLUSIONS, AND INDEMNITIES.**

By using this Website, you acknowledge your agreement to the following conditions of use without limitation or qualification. **If you do not agree to be bound by each and every term or condition, or if any representation made herein by you is not true, you may not use, and must cease using, the Website.**

### Your Account

The FinFit Financial Wellness Program (the "Program") which is available through this Website offers a variety of products, services, and resources. Utilizing the Program requires an account identifying you as a registered user of the Program (an "Account"). You agree to provide true, current, accurate and complete information in your Account, and you agree to promptly notify us of any changes to this information as required to keep such information held by us current, complete, and accurate. You are solely responsible for your Account and the maintenance, confidentiality and security of your Account and all passwords related to your Account. You are also responsible for any and all activities that occur under your Account, including all activities of any persons who gain access to your Account with or without your permission. You agree to immediately notify us, to the extent that you are or become aware, of:

- i. any unauthorized use of your Account, any service provided through your Account or any password related to your Account, or
- ii. any other breach of security with respect to your Account or any service provided through it, and you agree to provide assistance to us, as requested, to stop or remedy any breach of security related to your Account.

Notwithstanding the foregoing, these Terms and Conditions apply to you if you access the Website whether or not you create an Account.

### Acceptable Use and Prohibitions

Access to and use of password protected and/or secure areas of this Website is restricted to authorized users only. Unauthorized individuals attempting to access these areas of this Website may be subject to prosecution.

You will ensure that

- i. you only use this Website for lawful purposes, and
- ii. if at any time you become aware of any violation, by any person or entity, of any part of these Terms and Conditions, you will immediately notify us and provide us with assistance, as requested, to stop or remedy such violation.

Without limiting the generality of any other restriction in these Terms and Conditions, you agree that you will not, in connection with the Website, directly or indirectly do or permit any of the following:

- i. post, upload, reproduce, distribute, or otherwise transmit any Content (defined below) that
  - a. is unauthorized or unsolicited commercial communications, junk or bulk communications or other "spam" (whether or not using e-mail services, including instant messaging, blog, or comment spam) or is otherwise duplicative or unsolicited,
  - b. contains a virus, cancelbot, Trojan horse, worm or other harmful, disruptive, or surreptitious component,
  - c. is defamatory, infringing, or unlawful,
  - d. is inappropriate, profane, obscene, indecent, or contains information without suitable or lawfully required access controls (which controls will in no event be our responsibility),
  - e. gives rise to civil liability, or otherwise violates the rights or assists others to violate the rights of us or any third party, such violations including engaging in copyright infringement, invasion of privacy, trademark infringement or defamation, or
  - f. constitutes a criminal offence, or otherwise engages in or assists others to engage in any criminal offence, including communicating hatred, pyramid selling, unauthorized use of a computer, mischief in relation to data, fraud, identity theft, unauthorized use of personal information to obtain any products or financial services available under the Program, obscenity, and child pornography;
  - g. engage in threats, harassment, intimidation, stalking or abuse or any conduct that violates the legal rights of others, including the rights of minors and rights relating to privacy and publicity;
  - h. scan or probe another computer system, obstruct, or bypass computer identification procedures or engage in unauthorized computer or network trespass without the express permission of the owners of such computer systems;
  - i. forge headers or otherwise manipulate any protocols or identifiers used in any system or protocol in such a manner to disguise the origin of any data transmitted using the Website;
  - j. impersonate or falsely represent your association with any person, including a representative of us or any loan applicant or other applicant for a financial services product;
- ii. disrupt or threaten the integrity, operation or security of any Website, any computer, or any internet system;
- iii. disable or circumvent any access control or related process or procedure established with respect to the Website;
- iv. sublicense, share, resell, reproduce, copy, distribute, redistribute, or exploit for any commercial purposes (except for your internal business purposes), any portion of, use of or access to, any Website, except where expressly authorized by us; or
- v. extract, gather, collect, or store personal information about others without their express consent.

### Third Party Content

This Website may be linked to other Websites which are not maintained by FinFit, and FinFit is not responsible for the content of such Websites. FinFit cannot guarantee that the links set out on our Website will be accurate at the time of your access. Moreover, the sites pointed at by links have been independently developed and possibly maintained by person(s) over whom FinFit has no control. Accordingly, FinFit assumes no responsibility for the content of any site referenced to by any hyperlink or otherwise. Third Party Content may also be protected by applicable copyrights, trademarks, patents, trade secrets or other proprietary rights and laws. Nothing in your use of the Website or these Terms and Conditions grants you any right, title, or interest in or to this Third Party Content except for the limited right to use the Website as set out in these Terms and Conditions.

All articles, press releases, and other materials presented or released that are contained on this Website were, to the best of FinFit's knowledge, timely and accurate when issued. However, the passage of time can render information stale, and you should not rely on the continued accuracy of any such material beyond the date of



when issued. However, the passage of time can reflect information state, and you should not rely on the continued accuracy of any such material beyond the date of issuance. FinFit has no responsibility to update any information contained in any such material. All viewers should carefully check the dates of issuance of the material contained on this Website.

## **Trademarks and Copyrights**

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## **Use of "Cookie" File Features**

FinFit reserves the right to store information on a user's computer in the form of a "cookie" or similar file for purposes of modifying this Website to reflect users' preferences. The FinFit Web Privacy Policy provides additional information regarding FinFit's use of cookies as well as procedures for disabling cookies.

## **Privacy**

You acknowledge that you have read the Privacy Statement located on the Website at [Finfit.com](http://Finfit.com) as it may be modified or updated from time to time (the "Privacy Statement"), and hereby consent to the collection, use, disclosure, and retention by us of your personal information (whether previously collected or to be collected) for the purposes identified therein. You also consent to our use of such personal information in accordance with applicable Terms and Conditions contained in the Privacy Statement, which is incorporated herein by reference and forms an integral part of these Terms and Conditions. You also acknowledge that any comments, statements, testimonials, or other feedback or impressions of the FinFit Program which are provided to FinFit via this Website, email, in writing, or verbally, may be used for marketing or promotion purposes by FinFit and you grant your permission to FinFit to use such without the requirement of any additional specific permission to do so.

## **Amendments to these Terms and Conditions**

We reserve the right to amend these Terms and Conditions at any time without notice to you, but we will use reasonable efforts to publish each amendment before such amendment becomes effective. We will ensure that the latest, fully amended version of these Terms and Conditions is published on the Website. You are responsible for regularly reviewing the Website to obtain timely notice of such amendments. If any amendment is unacceptable to you, you must terminate your use of the Website. If you continue to use the Website after the effective date of each amendment, you will be conclusively deemed to have accepted such amended version of these Terms and Conditions.

## **Website Limitations**

The Website depends on the Internet, including networks, cabling, facilities and equipment that is not in our control; accordingly (i) any representation made by us regarding access performance, speeds, reliability, availability, use or consistency of the Website is on a "commercially reasonable efforts" basis, (ii) we cannot guarantee any minimum level regarding such performance, speed, reliability, availability, use or consistency, and (iii) data, messages, information or materials sent over the Internet may not be completely private, and your anonymity is not guaranteed.

## **Our Remedies**

Without limiting any of our rights, we may, in our sole discretion, suspend, restrict or terminate your Account and your use of the Website, effective at any time, without notice to you, for any reason, including because the operation or efficiency of the Website or our or any third party's equipment or network is impaired by your use of the Website, any amount is past due from you to us, we have received a third party complaint which relates to your use or misuse of the Website, or you have been or are in breach of any term or condition of these Terms and Conditions. We will have no responsibility to notify any third party, including any third-party providers of services, merchandise, or information, of any suspension, restriction, or termination of your access to the Website. Termination of your Account may lead to loss to you of access to all data and information associated with the Account, as well as loss of access to the Program.

## **Disclaimer and Limitation of Liability**

To the fullest extent permissible pursuant to applicable law, the materials on this Website are provided "AS IS" and without warranties of any kind, either expressed or implied. FinFit Ops, LLC and its affiliates ("FinFit") disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. FinFit does not warrant that the functions contained in the materials will be uninterrupted or error-free, that defects will be corrected, or that this Website or the server that makes it available are free of viruses or other harmful components. FinFit does not warrant or make any representations regarding the use or the results of the use, of the materials on this Website in terms of their correctness, accuracy, reliability, or otherwise.

While FinFit uses reasonable efforts to include accurate and up-to-date information on this Website, errors or omissions sometimes occur. To the fullest extent permissible pursuant to applicable law, FinFit makes no warranties or representations as to the accuracy of the content of this Website and under no circumstances, including, but not limited to, negligence, shall FinFit or any party involved in creating, producing, or delivering this Website be liable to you for any direct, incidental, consequential, indirect, or punitive damages that result from the use of, or the inability to use, the materials on this Website, even if FinFit has been advised of the possibility of such damages. FinFit also assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property as a result of your access to, use of, or browsing in this Website or your downloading of any materials, data, text, images, video, or audio from this Website.

**WE MAKE NO CONDITIONS, WARRANTIES OR REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, USABILITY, SECURITY, QUALITY, CAPACITY, PERFORMANCE, AVAILABILITY, TIMELINESS OR ACCURACY OF THE WEBSITE OR ANY OTHER PRODUCTS SUPPLIED UNDER THESE TERMS AND CONDITIONS. WE EXPRESSLY DISCLAIM ALL CONDITIONS, WARRANTIES AND REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE AND NON-INFRINGEMENT, WHETHER ARISING BY USAGE OF TRADE, BY COURSE OF DEALING, BY COURSE OF PERFORMANCE, AT LAW, IN EQUITY, BY STATUTE OR OTHERWISE HOWSOEVER.**

**IN NO EVENT WILL WE, OUR AFFILIATES, OR OUR CONTROLLING PARTIES, AGENTS, EMPLOYEES, SUPPLIERS, RESELLERS AND DISTRIBUTORS (COLLECTIVELY, IN THESE CAPITALIZED SECTIONS, "WE" OR "US") BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OR LOSSES WHATSOEVER, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OPPORTUNITY, EARNINGS, USE OR DATA, ARISING DIRECTLY OR INDIRECTLY FROM OR RELATED TO THESE TERMS AND CONDITIONS OR THE USE, OR NON-USE OF THE WEBSITE OR ANY SOFTWARE, REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF ONE OR MORE OF US HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, INCLUDING DAMAGES OR LOSSES ARISING FROM OR IN ANY WAY RELATED TO THE FOLLOWING: (i) ANY LOSS OR DAMAGE TO DATA ARISING DIRECTLY OR INDIRECTLY OUT OF USE OR NON-USE OF THE WEBSITE OR RELATED COMPONENT; (ii) DELAYS, ERRORS, INTERRUPTIONS, MISTAKES, OMISSIONS, NONDELIVERY, INCORRECT DELIVERY, OR DEFECTS ON OR RELATED TO THE WEBSITE. WITHOUT RESTRICTING THE FOREGOING, IF CIRCUMSTANCES ARISE IN WHICH YOU OR ANOTHER PARTY IS ENTITLED TO RECOVER DAMAGES FROM ONE OR MORE OF US,**



**THE AGGREGATE LIABILITY OF US FOR DAMAGES IS LIMITED TO THE AMOUNT PAID TO US BY YOU THROUGH THE WEBSITE DURING THE SIXMONTH PERIOD PRECEDING THE CIRCUMSTANCES IN WHICH SUCH LIABILITY ARISES.**

#### **Governing Law**

These Terms and Conditions are governed by the laws of the United States of America and the laws of the Commonwealth of Virginia.

#### **SMS Terms and Conditions**

By providing us with your mobile number and opting-in, you give FinFit permission to send you important account information text messages, including payment reminders, notifications, and 2FA requests, as well as promotional messages, loan offers, product updates, and money-saving alerts, in conjunction with the services you have requested.

- Number of messages will vary by account.
- Message and data rates may apply.
- To opt-out, text STOP to any text message we send you. An opt-out confirmation message will be sent back to you.
- To request support, text HELP to any text message we send you or email us at [ffcustomerservice@finfit.com](mailto:ffcustomerservice@finfit.com).
- Wireless carriers are not liable for undelivered or delayed messages.

#### **SMS Privacy Policy**

All the above categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties. Subscriber text messaging originator opt-in data and consent details will not be shared with any third parties except when explicitly authorized by the subscriber.