

## Terms of Service

These terms of service (this "**Agreement**") are agreed to between Trio Financial Technologies Inc., a Delaware corporation doing business as Finch ("**Finch**", "**we**" or "**us**"), and each user (a "**User**," "**you**" or "**your**") and govern your use of and access to the Finch Platform.

Finch offers an integrated solution for banking, brokerage, and investment advisory services (the "**Services**") comprised of mobile applications and websites provided by and on behalf of Finch (collectively, the "**Platform**") and services provided by third parties. As used in this Agreement, the term "Platform" includes all Services and Content (as defined below).

In order to access the Services, you will need to establish accounts with Finch's financial institution partners. Your accounts with those partners are separate from your account with Finch and are subject to separate terms, conditions, and restrictions that are linked within these terms. **Please be sure to thoroughly review each of these linked documents before agreeing to our terms of services.** By using or continuing to use the Services, you agree to be bound by such terms, conditions, and restrictions, as modified from time to time. Finch's financial institution partners include its affiliate Trio Advisors Inc., a Delaware corporation ("**Trio App Advisors**"). Trio App Advisors provides investment advisory services and is separate from Finch, which does not provide investment advice. This Agreement is the complete and exclusive agreement between you and Finch regarding your access to and use of the Platform and supersedes any oral or written proposal, unsigned agreements or other communication between you and Finch regarding your access to and use of the Platform.

PLEASE CAREFULLY READ THIS AGREEMENT. BY ACCESSING OR USING THE PLATFORM, OR BY CLICKING A BOX THAT STATES THAT YOU ACCEPT OR AGREE TO THESE TERMS, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT ACCESS OR USE THE PLATFORM OR CLICK THAT YOU ACCEPT OR AGREE TO THESE TERMS.

IF YOU DO NOT AGREE TO THIS AGREEMENT, OR YOUR INTENDED USE OF THE PLATFORM DOES NOT MEET THE CONDITIONS DESCRIBED IN THIS AGREEMENT, FINCH IS NOT WILLING TO PROVIDE YOU WITH ACCESS TO OR USE OF THE PLATFORM AND YOU MUST NOT ACCESS OR USE THE PLATFORM OR THE SERVICES.

THESE TERMS CONTAIN AN ARBITRATION PROVISION, WHICH LIMITS YOUR RIGHTS TO BRING AN ACTION IN COURT AND HAVE DISPUTES DECIDED BY A JUDGE OR JURY, AND PROVISIONS THAT LIMIT FINCH'S LIABILITY TO YOU. YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT WILL AUTOMATICALLY, WITHOUT THE REQUIREMENT OF NOTICE OR OTHER ACTION, REVOKE AND TERMINATE YOUR RIGHT TO ACCESS THE PLATFORM.

1. **TERM.** This Agreement is entered into as of the earlier of the date you first access or use Platform (the "**Effective Date**") and will continue until terminated as set forth herein.
2. **MODIFICATIONS.** Finch reserves the right, at any time, to modify the Platform, as well as the terms of this Agreement, whether by making those modifications available on the Platform or by providing notice to you as specified in this Agreement. Any modifications will be effective upon posting to the Platform or delivery of such other notice, unless otherwise required by law. You may cease using the Platform or

terminate this Agreement at any time upon five (5) business days' prior written notice if you do not agree to any modification. However, you will be deemed to have agreed to any and all modifications through your continued use of the Platform following such notice.

In the event that a change to our Terms of Service will result in an increase of fees, an increase in a liability to customers, fewer types of electronic funds transfers or stricter limitations or the frequency or dollar amount of transfers, you will be notified via email 30 days before the effective date.

**3. ELIGIBILITY.** The Platform is intended for use by individuals 18 years of age and older. Additionally, to access and use the Platform you may need to fulfill certain other legal obligations or criteria required in your jurisdiction. Finch makes no representation that the Platform is appropriate or available for use in all jurisdictions. Accessing any part of the Platform is prohibited from any jurisdictions where access to or use of the Platform is prohibited.

#### **4. ACCOUNTS AND CONDUCT**

**4.1 Account Creation and Responsibility.** Before becoming a User, you must establish an account on the Platform (an "**Account**"). Approval of your request to establish an Account will be at the sole discretion of Finch. Each Account and the User identification and password for each Account (the "**Account ID**") is for your sole use and may only be used by you. You may not distribute or transfer your Account or Account ID or provide a third-party with the right to access your Account or Account ID. You are solely responsible for all use of the Platform through your Account. All transactions completed through your Account or under your Account ID will be deemed to have been lawfully completed by you. You will ensure the security and confidentiality of your Account ID and will notify Finch immediately, by email at support@Finchmoney.com, if any Account or Account ID is lost, stolen, improperly accessed, or otherwise compromised. In connection with establishing an Account, you will be asked to submit certain information about yourself ("**Registration Information**"). You agree that: (1) all Registration Information you provide will be complete, accurate, and correct; and (2) you shall maintain and promptly update your Registration Information to keep it accurate and current. You may not: (a) select or use an Account ID of another person with the intent to impersonate that person; and (b) use an Account ID that Finch, in its sole discretion, deems offensive unacceptable, contrary to community standards, defamatory or in violation of Finch's policies.

**4.2 Your Content.** You are solely responsible for all Content you provide, upload, submit, post to, or generate through access to or use of the Platform ("**Your Content**"). Your responsibility for Your Content extends to resolving any disputes that may arise between you and any User because of Your Content. By providing, uploading, submitting, posting, or generating Your Content, you grant Finch and its authorized representatives and contractors a perpetual and non-exclusive right and license to use, process, store transmit, and disclose Your Content (a) to provide the Services and fulfill other obligations described in this Agreement and (b) to further develop and provide services for Finch customers. You understand that, in certain contexts in order to deliver specific Services that you request, Your Content may be visible to, sent to, or viewed by other Users and you expressly waive any privacy rights you may otherwise have in Your Content in such contexts. You agree to allow us, if we elect in our sole discretion, to provide Your Content to Users in connection with identity verification Services, described below. You represent, warrant, and covenant that Your Content: (a) does not violate this Agreement or any applicable law which is now in effect or may hereinafter be enacted; (b) is not libelous, defamatory, obscene, abusive, pornographic, threatening, or an invasion of privacy or the rights of any third party; (c) does not constitute an infringement or misappropriation of the IPR (as defined below) or other rights of any third-party; (d) is not an advertisement or solicitation of funds, goods, or services; (e) is not false, misleading, or inaccurate; or (f) could not be considered junk mail, spam, a part of a pyramid

scheme, a disruptive commercial message or disruptive advertisement. Finch is not responsible or liable for any deletion, correction, destruction, damage, loss or failure to store or back-up any of Your Content. You agree that you have all right, title, interest and consent in Your Content necessary to allow Finch to use Your Content for the purposes for which you provide Your Content to Finch.

- 4.3 Your Conduct.** You agree not to harass, advocate harassment, or to engage in any conduct that is abusive or harmful in your use of the Platform. We reserve the right, but are not obligated, to investigate and/or prohibit any conduct, or remove or refuse to post any Content (including Your Content), that we deem in our sole discretion to be unlawful, harmful, in breach of this Agreement, or otherwise offensive to you, the Platform, Users, our customers, or our rights. We assume no liability and shall not be liable directly or indirectly for any action or inaction with respect to your conduct, communication, transactions, or Content. Additionally, we may disclose any Content or electronic communication of any kind: (i) to satisfy any law or request by a governmental authority; (ii) if such disclosure is necessary or appropriate to operate the Platform; (iii) to protect our rights or property, our Users and customers, or you; or (iv) if, in our sole discretion, such Content or electronic communication should be referred to law enforcement or other government authorities.
- 4.4 Privacy.** Finch will disclose and retain Your Content and Account information according to Finch's Privacy Policy located at <https://www.finchmoney.com/legal> ("**Privacy Policy**"). Your access and use of third-party sites and services are governed by the terms of use and privacy policies of such third parties. Without limiting the foregoing, we will disclose information to third parties about your Account or the transfers you make: (i) where it is necessary for completing transfers, or (ii) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or (iii) in order to comply with government agency or court orders, or (iv) if you give us your written permission.

## **5. ACCESS.**

- 5.1 Platform Access.** Subject to your compliance with this Agreement, Finch will permit you to access and use the Platform solely for lawful purposes in accordance with the terms of this Agreement and any other agreement you agree to before being given access to any specific aspects of the Services. Any additional agreement is in addition to this Agreement and will govern your use of the portions of the Services to which the additional agreement applies in the event of a conflict between the terms of this Agreement and the additional agreement.
- 5.2 Access To Content.** Unless otherwise noted on the Platform, other than Your Content, all Content available through the Platform ("**Platform Content**" or "**Content**") is owned by Finch, the Users providing that Content, or Finch's financial institution partners, service providers, and other Content providers. All Platform Content is for informational purposes only and you are solely responsible for verifying the accuracy, completeness, and applicability of all Platform Content and for your use of any Platform Content. Subject to your compliance with this Agreement, you may access the Platform Content solely for your own lawful non-commercial purposes in connection with your own use of the Platform. You shall not, and shall not permit any third-party to: (a) alter, modify, reproduce, or create derivative works of any Platform Content; (b) distribute, sell, resell, convey, lend, loan, lease, license, sublicense, gift, or transfer any Platform Content; or (c) alter, modify, obscure or remove any copyright, trademark or any other notices that are provided on or in connection with any Platform Content. Finch has not verified the accuracy of, and shall not be responsible for any errors or omissions in, any Platform Content. Without limiting the foregoing, Finch shall not be held liable to you or any other third-party for any Platform Content (or any other Content, including Your Content) under any law which is now in effect or may hereafter be enacted, including the Communications Decency Act or CDA, 47 U.S.C. § 230. Except as set

forth in this Agreement, you are granted no licenses or rights in or to any Platform Content, or any IPR (as defined below) therein or related thereto.

- 5.3 Access To Third-Party Sites.** The Platform may contain links to third-party sites that are not under the control of Finch. Unless otherwise noted, any other site accessed from the Platform is independent from us, and we have no control over and are not responsible for its content. Links to third-party websites are provided for your convenience only and you access them solely at your own risk. You acknowledge and agree that Finch shall not be liable or responsible, directly or indirectly, for any damage or loss caused or alleged to be caused by or related to the use of or reliance on any content, goods, or services available through any third-party website or resource. Your access and use of the third-party sites are governed by the terms of use and privacy policies of these third-party sites.
- 5.4 Access To Third-Party Services.** The Platform may also provide you with the option, and use of certain Platform features may require you, to obtain access to services, content, functionality, software and other things developed, provided, or maintained by third parties (collectively, “**Third Party Services**”). All Third Party Services are provided by third parties and are not under the direction or control of Finch. You acknowledge and agree that Finch shall not be liable or responsible, directly or indirectly, for your access to or use of any Third Party Services, including any damages, losses, liabilities, failures, or problems caused by, related to, or arising from any Third Party Services. Your use of and access to any Third Party Services is solely between you and the third party provider of the Third Party Services. Your access to and use of any Third Party Services is subject to any additional terms, conditions, agreements, or privacy policies provided or entered into in connection with the Third Party Services (each, a “**Third Party Agreement**”). The terms of any Third Party Agreement (which may include payment of additional fees) will apply to the applicable Third Party Services provided under that Third Party Agreement but will not otherwise apply to your access to or use of the Platform. Except as set forth in this Agreement, in the event of a conflict between the terms of this Agreement and a Third Party Agreement, the terms of the Third Party Agreement shall control with respect to your access to and use of any Third Party Services provided under that Third Party Agreement. This Agreement will continue to control in all other respects.
- 5.5 Synapse.** The Platform partners with Synapse, our third-party bank software provider, to open this account. By opening a deposit account through Finch, you agree to Synapse’s Deposit Agreement supported by Evolve Bank & Trust, Member FDIC: <https://synapsefi.com/evolve-bank-deposit-agreement>.

Synapse is our backend software provider, and partners with financial institutions to provide FDIC insurance and other bank services. Synapse’s API, and their relationship with financial institutions, enables us to offer banking services and products. By agreeing to this Agreement and Finch’s Privacy Policy, you also agree to Synapse’s terms and policies below:

Synapse TOS: <https://synapsefi.com/tos>

Synapse Privacy Policy: <https://synapsefi.com/privacy>

To report a complaint relating to bank services, call +1-202-946-5135 or emailing [support@Finchmoney.com](mailto:support@Finchmoney.com).

If you believe an unauthorized electronic funds transfer has been made, please contact [support@Finchmoney.com](mailto:support@Finchmoney.com). Phone support for banking and card related issues is available M-F from 6 am PT to 6 pm PT from our partner Synapse.

**5.6 Account Aggregation Services.** Your use of the automated bank account feeds (“**Account Aggregation Services**”) in connection with opening your account is subject to the following terms.

**Provide Accurate Information.** You agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other websites, including financial institutions. You will not misrepresent your identity or your account information. You represent that you have all the rights to provide such information and license it as Your Content, as defined above. You agree to keep your account information up to date.

**License.** You are licensing to Finch and its service providers, including Synapse, any information, data, passwords, materials or other elements of Your Content you provide through the Account Aggregation Services. You license Your Content to Finch and its service providers to access, use and store such Content. Finch and its service providers may use, display, distribute and reproduce the information obtained via the Account Aggregation Services exclusively for the purposes of delivering Finch and banking services to you. You may revoke this license at any time by emailing [support@Finchmoney.com](mailto:support@Finchmoney.com).

**Third-Party Accounts.** By using the Account Aggregation Services, you authorize Finch and its service providers to access third-party sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts/request loans as you request through the Platform. For all purposes hereof, you grant Finch and its service providers a limited power of attorney, and you hereby appoint Finch and its service providers as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, access third-party internet sites, servers or documents, retrieve information, and use your information exclusively for the purposes of delivering Finch and banking services to you. You understand that Finch and its service providers may access your third-party accounts any time and obtain access to the information in such third-party accounts at any time while you have an account with Finch.

**5.7 Remote Deposit Capture.** Via the Remote Deposit Capture Services, we allow you to make deposits into your Account by using the mobile application to take a legible picture of the front and back of a negotiable check and transmitting such images. We will attempt to collect the item by presenting the image or converting the image into a digital representation of the original check (“Substitute Check”). Unlike traditional check deposits, you retain the original paper check when you use Remote Deposit Capture. We request you to retain the original check for at least thirty (30) days after you submit the check image to us.

## 6. SERVICES

**6.1 Transactions.** Subject to the terms of this Agreement, you may use the Platform to initiate transactions using your Finch-branded debit card (“**Your Card**”) or your linked deposit (“**Your Bank Account**”) or brokerage account (“**Your Brokerage Account**”). By using the Platform to initiate a payment transaction using Your Card or Your Bank Account, you are authorizing Finch to send instructions on your behalf to liquidate holdings in Your Brokerage Account sufficient to complete this transaction, and you are assigning all interests in the proceeds of such liquidation to Finch. As a result, you will only be able to complete such a transaction through the Platform if the transaction amount is less than or equal to the total of the fair market value of the available holdings in Your Brokerage Account at the time it is attempted and, for transactions initiated

outside of Finch's business hours (9:30 am to 4:00 pm Eastern time), you may not attempt transactions that (alone or in the aggregate) exceed eighty percent (80%) of such total. Finch will determine the fair market value of the available holdings in Your Brokerage Account for these purposes in a commercially reasonable manner but in any event in its sole and absolute discretion. Notwithstanding anything to the contrary in this Agreement, you acknowledge and agree that you are responsible for the amount of any transaction or transactions you attempt, complete, or otherwise cause to take place on the Platform, including in situations where the holdings in Your Brokerage Account are insufficient to cover such transactions, and Finch reserves the right to take any lawful steps to collect such amounts from you. Finch and its affiliates reserve the right to setoff any amounts owed to you based on amounts owed to Finch or its affiliates by you.

- 6.2 Service Fees.** Your Finch account has a subscription fee which is charged through Finch App Advisors. Finch may receive a portion of certain amounts (such as the debit card revenue known as "interchange") received by third parties in connection with transactions completed on the Platform. Finch App Advisors charges its advisory fee pursuant to the terms of your agreement with Finch App Advisors, and other fees may apply as disclosed to you in the terms of your agreements with Finch's financial institution partners.
- 6.3 Risks and Restrictions.** You undertake all transactions through the Platform solely at your own risk. For each transaction, you bear sole responsibility for confirming (a) your payee's identity and payment information, (b) your receipt of payment in full, and (c) that payment was made according to the instructions given through Platform. You represent, warrant and covenant that you shall not use the Platform or the Services to make, provide, receive or attempt to make, provide, or receive payments from or to any person or entity that is subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department. Once a transaction has been initiated through the Platform, you may not reverse or cancel it, except as provided by the terms of your account with the applicable financial institution or applicable law. If you receive a transaction refund from a merchant or a financial institution, you may still lose Account value as Finch can make no assurances that the amount of the investments that are returned to your Account in that event (e.g., number of shares) will be as great as that of the investments that were liquidated from your Account in order to complete such a transaction.
- 6.4 Identity Verification.** Finch may require that you verify your identity before accessing or using certain Services. Promptly following Finch's request, you shall provide Finch any and all Content, including your full name and any documents or photographs, necessary for Finch and its financial institution partners to verify your identity. You hereby represent, warrant and covenant that such Content is accurate, current and complete. Finch reserves the right to freeze your Account until your identity has been verified pursuant to this Section and to terminate your Account should you fail to comply with your obligations under this Section. You authorize Finch and its agents to make such investigative inquiries and request such third-party reports as it deems necessary to verify your identity and that of your principals and other agents.
- 6.5 Electronic Fund Transfer Disclosure Statement.** The following disclosures are made in accordance with the federal law regarding electronic payments, deposits, transfers of funds, and other electronic fund transfers to and from your account(s) that are subject to Regulation E (12 CFR Part 1005) ("**Electronic Fund Transfers**"). There may be limitations on account activity that restrict your ability to make such electronic fund transfers. Any such limits are disclosed in the appropriate agreements governing your Account, including this Agreement. Not all transfers you can make through the Account are considered Electronic Fund Transfers.

A. Definitions:

**Electronic Fund Transfer:** in general, this refers to any transfer of funds, other than a transaction originated by check, draft or similar paper instrument or a wire, that is initiated through an electronic device or computer for the purpose of instructing us to debit or credit a consumer-purpose account held by a financial institution. Electronic Fund Transfers include such electronic transactions as direct deposits or withdrawals of funds to or from Your Bank Account. Here “Electronic Fund Transfer” refers only to such transfers we or our service providers originate in connection with Your Bank Account and does not encompass transfers for the primary purpose of purchasing or selling securities in Your Brokerage Account.

**Preauthorized Electronic Fund Transfer:** an Electronic Fund Transfer that you have authorized in advance to recur at substantially regular intervals; for example, bi-weekly direct deposits of salary into, or a monthly bill payment, out of Your Bank Account.

## B. Your Liability:

**Authorized Transfers:** You are liable for all Electronic Fund Transfers that you authorize, whether directly or indirectly.

**Unauthorized Transfers:** Call +1-202-946-5135 or email [support@Finchmoney.com](mailto:support@Finchmoney.com) at once if you believe your Account, Your Card, Your Bank Account, or your PIN or other access information is lost or stolen or has been or may be subject to unauthorized Electronic Fund Transfers. Do so immediately to keep your possible losses to a minimum. You could lose all the money in your account(s). If you tell us within two (2) business days after learning of the loss or theft of your account access device, or after learning of any other unauthorized transfers from your account involving your account access device, you can lose no more than \$50 if Electronic Fund Transfers are made without your permission. For these transactions, if you DO NOT tell us within two (2) business days after learning of the loss, theft or unauthorized use, and we can establish that we could have prevented the unauthorized transfer(s) if you had told us in time, you could lose as much as \$500. Also, if your periodic account statement shows unauthorized transfers and you DO NOT tell us within sixty (60) days after the statement was delivered to you, you may not get back any money you lose after the sixty (60) day period if we can prove that we could have prevented the unauthorized transfer(s) if you had told us in time. If an extenuating circumstance (such as extended travel or hospitalization) prevents you from promptly notifying us of a suspected lost or stolen access device or of any other suspected unauthorized transfer(s), the time periods specified in this Section B may be extended for a reasonable period.

## C. Types of Electronic Fund Transfers

Subject to the transaction limits described below and the terms, conditions, and limitations described elsewhere in this Agreement and if Your Bank Account is subject to Regulation E, you may use the Platform to conduct the following types of Electronic Fund Transfers:

- *Direct Deposits.* You may arrange for direct deposits (such as U.S. Treasury, Social Security, or employer payroll) to be accepted into Your Bank Account.
- *ATM Withdrawals and Transfers by Debit Card.* You may use Your Card with your PIN to make cash withdrawals from Your Bank Account. Some of these services may not be available at all terminals.
- *Point of Sale (POS) and other Debit Card Purchase Transactions.* You may use Your Card and PIN to pay for purchases of goods or services from merchants that have agreed to accept the card and PIN.

- *Preauthorized Withdrawals.* You may arrange one-time or recurring electronic debit transfers from Your Bank Account in the amounts and on the days you request, including through our Bill Pay service if enabled on your Account.
- *International Transactions.* You may choose to use Your Card to make a cash withdrawal or purchase in a foreign country. Transactions using Your Card in foreign countries and foreign currencies are subject to a currency exchange pursuant to a process maintained by Mastercard International Incorporated (“Mastercard”). You understand that we have no control over the currency conversion rate. Part of Mastercard’s currency conversion procedure includes use of either a government-mandated exchange rate or a wholesale exchange rate, selected by Mastercard, and that the government-mandated exchange rate or wholesale exchange rate that Mastercard uses for a particular transaction is the rate Mastercard selects for the applicable currency on date that the transaction is processed, which may differ from the rate selected on the date the transaction occurred or on the date the transaction is posted to Your Bank Account. If you receive a credit for a transaction that was made in a foreign currency, the currency conversion rate will be the rate determined as described above on the processing date for the credit transaction and could be different than the rate that applied to the original transaction.
- *Account Aggregation Service Transfers.* You may use our Account Aggregation Services to initiate other types of transfers from your accounts at other financial institutions, subject to the terms, conditions, and limitations of your accounts with such institutions.

D. Electronic Fund Transfer Transaction Limitations:

The following transaction limits apply to your Electronic Fund Transfers withdrawn from the platform:

Transfer Description	Limitation
ATM Withdrawals	You may use Your Card to make up to \$500 in ATM withdrawals per day. ATM transactions may also be limited in amount by the ATM owner.
Debit Card payment	You may execute \$2,000 in point of sale (POS) purchases per day. POS transactions may also be limited in amount by the merchant.
External Transfers (ACH)	You may initiate up to \$1,000 in external transfers via ACH into an external Bank Account in the aggregate in a single day and up to \$4,000 external transfers per month. No more than 3 external transfers per day.
Bill Pay Checks (if enabled by the platform)	If enabled by the platform, up to \$10,000 in bill pay transaction per day. No limit to the number of times per calendar day

The following transaction limits apply to your Electronic Fund Transfers deposited onto the platform:



Transfer Description	Limitation
Direct Deposits or ACH deposits initiated from an outside financial institution (if enabled by the platform)	You may execute 1 ACH deposit or direct deposit per calendar day
ACH deposits initiated by the platform, one of its third parties, or a linked bank account	You may execute 1 ACH deposit per calendar day, \$5,000 limit per day, \$40,000 limit per month.
Deposits using an external debit or credit card	No limit to the number of transactions per calendar day, \$500 per day, \$2,000 per month

In order to prevent financial fraud, all deposits must remain on the Finch platform for a minimum of 5 business days. During this period, your money will not be available for withdrawal.

E. Electronic Fund Transfer Fees:

- At this time, we do not charge any fees for the Electronic Fund Transfers described in Section C. Transactions initiated through other financial institutions, whether directly or through our Account Aggregation Services, may impose fees and other limitations on such transfers.
- When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

7. **TERMINATION.** This Agreement may be terminated by either party at any time, in that party's sole discretion, upon notice to the other party as permitted under this Agreement. Finch shall be afforded a reasonable opportunity to act on such notice from you. Upon termination of this Agreement for any reason: (1) all rights granted to you under this Agreement shall terminate; (2) you will immediately cease all use of and access to the Platform and all Services, including Your Content and any Platform Content you obtained prior to termination; (3) Finch's rights and your obligations in connection with transactions initiated through the Platform or your Accounts prior to such termination shall continue until such transactions or associated matters are resolved in Finch's sole discretion; and (4) Finch may, in its sole discretion, delete your Account or Your Content at any time. Your Content may continue to exist on the Platform and be visible to Users after termination of this Agreement unless you actively delete it or contact Finch support and request deletion. Upon termination, your accounts with Finch's financial institution partners will terminate subject to the applicable terms and conditions with such partners. Sections 7 (Termination), 9 (Platform Technology), 10 (Ownership), 11 (Feedback), 13 (Representations and Warranties), 15 (Indemnity), 16 (Limitation on Liability), 17 (Data Privacy), 18 (Telecommunications Consent), 19 (Claims of Infringement), 20 (Force Majeure), 21 (Arbitration), 22 (Class Action Waiver), 23 (Governing Law and Venue), 24 (Notices), 25 (Interpretation) and 26 (Additional Terms) will survive any expiration or termination of this Agreement.

8. **SUSPENSION.** Without limiting Finch's right to terminate this Agreement, Finch may also suspend your access to your Account and the Platform (including Your Content), with or without notice to you, in its sole and absolute discretion, upon any actual, threatened, or suspected breach of this Agreement or

applicable law or upon any other conduct deemed by Finch to be inappropriate or detrimental to Finch, the Platform, or any other Finch customer or User.

- 9. PLATFORM TECHNOLOGY.** The Platform, and the databases, software, hardware and other technology used by or on behalf of Finch to operate the Platform, and the structure, organization, and underlying data, information and software code thereof (collectively, the “**Technology**”), constitute valuable trade secrets of Finch. You shall not, and shall not permit any third-party to: (1) access or attempt to access the Technology except as expressly provided in this Agreement; (2) use the Technology, whether directly or indirectly, in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Technology; (3) use automated scripts to collect information from or otherwise interact with the Technology; (4) alter, modify, reproduce, change, or in any way create derivative works of the Technology; (5) distribute, sell, resell, gift, lend, loan, lease, license, sublicense or transfer any of your rights to access or use the Technology or otherwise make the Technology available to any third-party; (6) reverse engineer, disassemble, decompile, or otherwise attempt to derive, determine, or discover the method of operation of the Technology; (7) attempt, whether directly or indirectly to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Technology; (8) monitor the availability, performance or functionality of the Technology; or (9) interfere, whether directly or indirectly, with the operation or hosting of the Technology. Finch uses reasonable means to protect the security of the Platform, but you acknowledge that perfect security on the internet is impossible and that, as a result, Your Content may be exposed in the event of a breach.
- 10. OWNERSHIP.** Finch retains all rights, title and interest, including, without limitation, all IPR (as defined below), in and to the Technology and any additions, improvements, updates and modifications thereto. You receive no ownership interest in or to the Technology and you are not granted any right or license to use the Technology itself, apart from your ability to access the Platform under this Agreement. The Finch name, logo and all product and service names associated with the Platform are trademarks of Finch and its licensors and providers and you are granted no right or license to use them. For purposes of this Agreement, “**IPR**” means all intellectual property rights, proprietary rights, rights of publicity, rights of privacy, and any and all other legal rights protecting data, information or intangible property throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, sui generis rights in databases, and contract rights.
- 11. FEEDBACK.** You agree that any feedback or ideas you provide to Finch regarding the Platform or its underlying Technology or any suggested improvements thereto (together, the “**Feedback**”) will be the exclusive property of Finch. To the extent you own any rights in the Feedback, you hereby agree to, and hereby do, assign all right, title and interest in and to the Feedback to Finch. You agree to perform all acts reasonably requested by Finch to perfect and enforce such rights.
- 12. AVAILABILITY.** Finch will use reasonable efforts to ensure that the Platform can be accessed by you in accordance with this Agreement; however, Finch does not guarantee that the Platform will be available at all times. Finch will make reasonable efforts to give you notice of planned maintenance. You accept the risks associated with the fact that you may not always be able to use the Platform or carry out transactions using your Account.
- 13. REPRESENTATIONS AND WARRANTIES.**

  - 13.1 General.** You hereby represent and warrant to Finch that: (a) you have the legal right and authority to enter into this Agreement; (b) this Agreement forms a binding legal obligation on your behalf; and (c) you have the legal right and authority to perform your obligations under this Agreement and to grant the rights and licenses described in this Agreement.

**13.2 Compliance with Laws.** You acknowledge that the Platform is a general-purpose online service and is not specifically designed to facilitate compliance with any specific law. Your use of the Platform in compliance with any specific law, rule, or regulation applicable to you, or other data or information you may provide or generate through the Platform is your sole responsibility. Finch is not responsible for your compliance with any such law or for your failure to comply. Regardless of the jurisdiction in which you use or access the Platform, you represent and warrant to Finch that your use of and access to the Platform, including, without limitation, Your Content and any other data or information you may provide or generate through your use of or access to the Platform, shall comply with all applicable laws, rules, and regulations and shall not cause Finch itself to violate any applicable law. The foregoing obligation includes compliance with all laws that are applicable to the transmission of data on the internet, including, but not limited to, laws governing the transmission of data or funds across international boundaries, into prohibited countries, and containing financial, technical, and/or personally identifiable information.

## 14. DISCLAIMERS

**14.1 No Tax, Legal, Financial, or Investment Advice.** You should not interpret any Content provided by Finch as tax, legal, financial, or investment advice. We have no special relationship with or fiduciary duty to you and your use of the Platform does not create such a relationship. You agree and acknowledge that you are solely responsible for conducting legal, accounting and other due diligence review on the information posted on the Platform.

**14.2 Acknowledgement of Investment Risk.** Except as expressly provided herein, Finch does not endorse or represent the reliability or accuracy of any Content distributed through or accessed from the Platform, and has not performed any investigation into such Content. Finch shall, therefore, not be liable for any investment decisions or transactions made based upon any Content available on the Platform. Any reliance upon such Content is at your sole risk. You further acknowledge and agree that any investment or transaction, particularly one involving securities, includes a high degree of financial risk, that you are responsible for ensuring the suitability of your investments and transactions, and that you accept the risks associated with such decisions, including the risk of losing the entire amount of your principal.

**14.3 Transaction Disputes.** Finch's only involvement in transactions on the Platform is as a service provider. If a disagreement occurs between you and a third party over a transaction (a "**Transaction Dispute**"), you and that third party are solely responsible for resolving the Transaction Dispute. Finch disclaims any liability arising out of or relating to a Transaction Dispute and will not mediate, attempt to resolve, or otherwise become involved in any Transaction Dispute.

**14.4 General.** THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." FINCH AND ITS PROVIDERS DO NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, AVAILABILITY, ADEQUACY OR CURRENCY OF ANY SERVICES OR CONTENT AND DO NOT ENDORSE THE VIEWS OR OPINIONS THAT MAY BE EXPRESSED OR PROVIDED THROUGH THE PLATFORM. FINCH AND ITS PROVIDERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE PLATFORM AND THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE OR NON-INFRINGEMENT. FINCH AND ITS PROVIDERS DO NOT WARRANT THE RELIABILITY, ACCURACY, INTEGRITY, SECURITY, COMPLETENESS, ADEQUACY OR CURRENCY OF THE PLATFORM, AND DO NOT ENDORSE THE VIEWS OR OPINIONS THAT MAY BE EXPRESSED OR PROVIDED BY USERS OF THE PLATFORM. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE PLATFORM, FINCH OR ITS EMPLOYEES, PROVIDERS OR AGENTS SHALL CREATE A WARRANTY OF ANY KIND.

FINCH AND ITS PROVIDERS SPECIFICALLY DISCLAIM ANY REPRESENTATION OR WARRANTY THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS, BE SUITABLE FOR THE INTENDED PURPOSE, OR OPERATE UNINTERRUPTED OR ERROR FREE.

- 15. INDEMNITY.** You hereby agree to indemnify, defend, and hold harmless Finch and its officers, directors, shareholders, affiliates, employees, agents, contractors, assigns, Users, customers, providers, licensees, and successors in interest (“**Indemnified Parties**”) from any and all claims, losses, liabilities, damages, fees, expenses and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) that result from any claim or allegation against any Indemnified Party arising in any manner from: (1) your access to or use of the Platform; (2) Your Content or Account information or other Content you provide through the Platform; and (3) your breach of any representation, warranty, or other provision of this Agreement. Finch shall provide you with notice of any such claim or allegation, and Finch shall have the right to participate in the defense of any such claim at its expense.
- 16. LIMITATION ON LIABILITY.** FINCH SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN CONNECTION WITH OR OUT OF THE USE OF THE PLATFORM, EVEN IF FINCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF YOUR CONTENT, DATA, OPPORTUNITY, REVENUES OR PROFITS, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. FINCH'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND ITS PROVISION OF THE PLATFORM UNDER THIS AGREEMENT, IN THE AGGREGATE, WHETHER IN CONTRACT OR TORT OR OTHERWISE, SHALL NOT EXCEED THE GREATER OF (X) \$100 OR (Y) FEES YOU ACTUALLY PAID TO FINCH FOR USE OF AND ACCESS TO THE PLATFORM IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE MOST RECENT OF THE EVENTS GIVING RISE TO THE BASIS FOR THE CLAIM. YOU AGREE THAT FINCH WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, FINCH' LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
- 17. DATA PRIVACY.** You expressly consent to the use and disclosure of your personally identifiable information and Your Content as described in the Privacy Policy, including but not limited to sharing with third parties as necessary to service your Account and complete transactions you initiate on the Platform. Notwithstanding anything in the Privacy Policy, Finch shall have the right to collect, extract, compile, synthesize, and analyze non-personally identifiable data or information resulting from your access to and use of the Platform. To the extent any such non-personally identifiable data or information is collected or generated by Finch, the data and information will be solely owned by Finch and may be used by Finch for any lawful business purpose without a duty of accounting to you, provided that the data and information is used only in an aggregated form, without directly identifying you or any other entity or natural person as the source thereof.
- 18. TELECOMMUNICATIONS CONSENT.** Notwithstanding any current or prior election to opt in or opt out of receiving telemarketing calls or SMS messages (including text messages) from Finch or anyone calling on its behalf, you expressly consent to be contacted by Finch and anyone calling on its behalf for any and all purposes arising out of or relating to this Agreement or your use of the Platform or Services, 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), calls using prerecorded messages or artificial voice, and calls and messages delivered using an auto-telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave a message on your answering machine, voice mail, or send one via text. You consent to receive SMS messages (including text messages), calls and messages (including

prerecorded and artificial voice and autodialed) from Finch, its agents, representatives, affiliates or anyone calling on its behalf at the specific number(s) you have provided to Finch, or numbers we can reasonably associate with your Account (through skip trace, caller ID capture or other means), with information or questions about your Account or use of the Platform or Services. You certify, warrant and represent that the telephone numbers that you have provided to us are your correct and current contact numbers. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us and agree to promptly alert us whenever you stop using a particular telephone number. Your cellular or mobile telephone provider will charge you according to the type of plan you carry. You also agree that we may contact you by e-mail, using any email address you have provided to us or that you provide to us in the future. We may listen to and/or record phone calls between you and our representatives without notice to you as permitted by applicable law. For example, we listen to and record calls for quality monitoring purposes. You consent to receive communications from us in electronic form should we so elect to provide them that way, including any and all disclosures and other communications that are required by law.

- 19. CLAIMS OF INFRINGEMENT.** Finch respects your copyrights and other intellectual property rights and those of other third parties. If you believe in good faith that your copyrighted work has been reproduced on Platform without your authorization in a way that constitutes copyright infringement, you may notify us or our designated copyright agent by mail to:

43W 23<sup>rd</sup> Street

New York, NY

10010

Please include the following information in your correspondence: (1) the identity of the infringed work, and of the allegedly infringing work; (2) your name, address, daytime phone number, and email address, if available; (3) a statement that you have a good-faith belief that the use of the copyrighted work is not authorized by the owner, his or her agent, or the law; (4) a statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner; and (5) your electronic or physical signature.

- 20. FORCE MAJEURE.** Neither party will be responsible for performance of its obligations hereunder where delayed or hindered by events beyond their respective reasonable control, including, without limitation, any acts of God or any governmental body (including regulation, enforcement, controls or restrictions on securities trading, the Platform or the Service), natural disaster, war or national emergency, riots or insurrection, sabotage, embargo, fire, flood, epidemic, pandemic, contagion, accident, strike or other labor disturbance, or interruption of or delay in systems, power or telecommunications under third-party control.
- 21. ARBITRATION.** Except as otherwise provided below, the parties shall attempt to resolve all disputes, controversies, or claims arising under, out of, or relating to this Agreement, including the formation, validity, binding effect, interpretation, performance, breach or termination of this Agreement and the arbitrability of the issues submitted to arbitration hereunder and non-contractual claims relating to this Agreement (each, a **"Dispute"**), in accordance with the procedures set forth in this Section. If any Dispute cannot be resolved through negotiations between the parties within 5 days of notice from one party to the other of the Dispute, such Dispute shall be finally settled through binding arbitration under the rules of ADR Services, Inc. then in effect or, in the event no such rules are in effect, any similar rules selected by Finch in its reasonable sole discretion (the **"Rules"**). Either party may commence the arbitration by delivering a request for arbitration as specified in the Rules. The arbitration shall be conducted before a

sole neutral arbitrator selected by agreement of the parties. If the parties cannot agree on the appointment of a single arbitrator within 30 days (the “**Initial Period**”) after either party to this Agreement delivers a request for arbitration, a neutral arbitrator shall be selected as provided in the Rules. The arbitration shall be conducted in an expedited manner, exclusively in the English language, at a site specified by Finch in New York, NY, U.S.A. The award of the arbitrator shall be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or plead to the arbitrator. The award of the arbitrators shall require payment of the costs, fees and expenses incurred by the prevailing party in any such arbitration by the non-prevailing party. Judgment upon the award may be entered in any court or governmental body having jurisdiction thereof. Any additional costs, fees or expenses incurred in enforcing the award may be charged against the party that resists its enforcement. Notwithstanding the foregoing, you agree that the following matters shall not, at the election of Finch, be subject to binding arbitration: (a) any dispute concerning Finch’s, its suppliers’, or its service providers’ IPR; (b) any dispute related to or arising from allegations of criminal activity; or (c) any claim for injunctive relief.

- 22. CLASS ACTION WAIVER.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO ARBITRATION SHALL BE JOINED TO AN ARBITRATION INVOLVING ANY OTHER PARTY SUBJECT TO THIS AGREEMENT, WHETHER THROUGH CLASS ACTION ARBITRATION PROCEEDINGS OR OTHERWISE. ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION, UNLESS BOTH YOU AND FINCH SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ARBITRATION.
- 23. GOVERNING LAW AND VENUE.** The interpretation of the rights and obligations of the parties under this Agreement, including, to the extent applicable, any negotiations, arbitrations or other proceedings hereunder, will be governed in all respects exclusively by the laws of the State of Delaware, U.S.A. as such laws apply to contracts between Delaware residents performed entirely within Delaware without regard to the conflict of laws provisions thereof. Subject to Section 21, each party hereto: (a) consents to and waives any objections to personal jurisdiction, service of process, and venue in the federal and state courts located in New York, NY, U.S.A., and (b) agrees that any action arising out of or relating to this Agreement shall be filed and prosecuted only in such courts.
- 24. NOTICES.** Unless otherwise specified in this Agreement, any notices required or allowed under this Agreement will be provided to Finch by postal mail to the following address: Finch, 43W 23<sup>rd</sup> Street, New York, NY 10010. Finch may provide you with any notices required or allowed under this Agreement by sending you an email to any email address you provide to Finch in connection with your Account, provided that in the case of any notice applicable both to you and other Users of Platform, Finch may instead provide such notice by posting on Platform. Notices provided to Finch will be deemed given when actually received by Finch, and Finch will be afforded a reasonable opportunity to act on such notice. Notice provided to you will be deemed given upon posting to Platform or sending via e-mail, unless otherwise required by law prohibited or (as to e-mail) the sending party is notified that the e-mail address is invalid.
- 25. INTERPRETATION.** Terms used in this Agreement have the definitions given in this Agreement or, if not defined in this Agreement, have their plain English meaning as commonly interpreted in the United States. To the extent any translated version of this Agreement conflicts with the English language version, the English language version will control. When interpreting this Agreement: (1) any headings are for reference purposes only and shall not be used in the construction and interpretation of this Agreement; (2) the singular includes the plural, and vice versa; (2) “includes”, “including”, “for example”, “such as” and similar terms are not words of limitation; (3) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement; (4) “law” means any foreign, federal, state or local law (including common law), statute, standard, code, ordinance, rule, regulation, promulgation or any order by any governmental authority; and (5) “governmental authority”

means any government or governmental or regulatory body thereof, or political subdivision thereof, whether federal, state, local or foreign, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

**26. ADDITIONAL TERMS.** This Agreement is the complete and exclusive agreement between you and Finch regarding your access to and use of the Platform. This Agreement supersedes any prior agreement or proposal, oral or written, and any other communications between you and Finch relating to your use of the Platform. Except as expressly set forth in this Agreement, this Agreement may be amended or modified only by a writing signed by both parties. All waivers by Finch under this Agreement must be in writing or later acknowledged by Finch in writing. Any waiver or failure by Finch to enforce any provision of this Agreement on one occasion shall not be deemed a waiver by Finch of any other provision or of such provision on any other occasion. If any provision of this Agreement is held to be unenforceable, that provision shall be removed to the extent necessary to comply with the law, replaced by a provision that most closely approximates the original intent and economic effect of the original to the extent consistent with the law, and the remaining provisions shall remain in full force. The prevailing party in any lawsuit or proceeding arising from or related to this Agreement shall be entitled to receive its costs, expert witness fees and reasonable attorneys' fees, including costs and fees on appeal. You may not assign or transfer either this Agreement or any of your rights or obligations hereunder (in whole or in part and including by sale, merger, consolidation, gift, or other operation of law) without the prior written approval of Finch. Any assignment in violation of the foregoing shall be null and void. Finch may assign this Agreement to any party that assumes Finch's obligations hereunder. The parties hereto are independent contractors, not agents, employees or employers of the other or joint venturers, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other.