

# TERMS OF SERVICE

Last updated: July 01, 2020

**PLEASE NOTE THAT YOUR USE OF AND ACCESS TO THE SERVICES (AS DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.**

These Terms of Service (these "Terms") represent an agreement between you and Thrive Savings Inc. ("Thrive") and contain the terms and conditions governing your use of and access to:

(1) our website at [thrivesavings.com](https://thrivesavings.com) and all of our other websites to which these Terms are posted (collectively, the "Website");

(2) our mobile applications to which these Terms are posted (collectively, the "Application"); and

(3) any products, services, and applications made available through the Website or the Application (together with the Website and the Application, the "Services"). "You" and "your" mean the person who uses or accesses the Services. "We," "us," and "our" mean Thrive and its successors, affiliates, and assignees. As used in these Terms, "Thrive Account" means the account you have with us for the Services.

Your use of and access to the Services are subject at all times to these Terms and our [Privacy Policy](#) and [GLBA Privacy Notice](#). Please read these Terms, our [Privacy Policy](#) and [GLBA Privacy Notice](#) carefully.

By using or accessing the Services or by clicking to agree to these Terms when that option is made available to you, you represent that you have read and understand these Terms, our [Privacy Policy](#) and [GLBA Privacy Notice](#) and you agree to be bound by these Terms, Privacy Policy and GLBA Privacy Notice which describes the collection, use, disclosure and safeguarding of your personal information by Thrive. If you do not agree to all the terms and conditions of these Terms, our [Privacy Policy](#) and [GLBA Privacy Notice](#) do not use or access the Services.

**THESE TERMS INCLUDE, AMONG OTHER THINGS, YOUR AUTHORIZATION FOR DEBITS AND CREDITS FROM AND TO YOUR BANK ACCOUNT (AS DEFINED BELOW) VIA THE AUTOMATED CLEARINGHOUSE NETWORK ("ACH") AND A BINDING ARBITRATION PROVISION CONTAINING A CLASS ACTION WAIVER.**

**YOU MUST READ THESE TERMS CAREFULLY AND BE SURE THAT YOU FULLY UNDERSTAND AND AGREE TO THE APPLICABLE TERMS AND CONDITIONS BEFORE USING THE SERVICES. YOU SHOULD CONTACT THRIVE IF YOU HAVE ANY QUESTIONS. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT, YOU SHOULD NOT ACCESS OR USE ANY OF THE THRIVE SERVICES.**

## Your Consent to Use Electronic Signatures And Communications

**Your Consent.** To the extent permitted by applicable law, you consent to use electronic signatures and to electronically receive all records, notices, statements, communications, and other items for all services provided to you under these Terms and in connection with your relationship with us (collectively, "**Communications**") that we may otherwise be required to send or provide you in paper form (e.g., by mail). By accepting and agreeing to these Terms electronically, you represent that: (1) you have read and understand this consent to use electronic signatures and to receive Communications electronically; (2) you satisfy the minimum hardware and software requirements specified below; and (3) your consent will remain in effect until you withdraw your consent as specified below.

**Your Right to Withdraw Your Consent.** Your consent to receive Communications electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further Communications electronically at any time by contacting us at [help@thrivesavings.com](mailto:help@thrivesavings.com). If you withdraw your consent to receive Communications electronically, we will close your Thrive Account and return the balance in your Thrive Account to your Bank Account as set forth in these Terms, and you will no longer be able to use your Thrive Account or the Services, except as expressly provided in these Terms. Any withdrawal of your consent to receive Communications electronically will be effective only after we have a reasonable period of time to process your withdrawal. Please note that withdrawal of your consent to receive Communications electronically will not apply to Communications electronically provided by us to you before the withdrawal of your consent becomes effective.

**You Must Keep Your Contact Information Current With Us.** In order to ensure that we are able to provide Communications to you electronically, you must notify us of any change in your email address and your mobile device number or other text message address by updating your profile on the Website or the Application.

**Copies of Communications.** You should print and save and/or electronically store a copy of all Communications that we send to you electronically.

**Hardware and Software Requirements.** In order to access and retain Communications provided to you electronically, you must have: (1) a valid email address; (2) a computer or other mobile device (such as tablet or smart phone) that operates on a platform like Windows or iOS; (3) a connection to the Internet; (4) a Current Version of Internet Explorer 8 (or higher), Mozilla Firefox 7.0, Safari 5, or Chrome 15; (5) a Current Version of a program that accurately reads and displays PDF files, such as Adobe Acrobat Reader version 7 or higher; (6) a computer or device and an operating system capable of supporting all of the above; and (7) a printer to print out and save Communications in paper form or electronic storage to retain Communications in an electronic form. "Current Version" means a version of the software that is currently being supported by its publisher.

**Changes.** We reserve the right, in our sole discretion, to communicate with you in paper form. In addition, we reserve the right, in our sole discretion, to discontinue the provision of electronic Communications or to terminate or change the terms and conditions on which we provide electronic Communications. Except as otherwise required by applicable law, we will notify you of any such termination or change by updating these Terms on the

Website and the Application or delivering notice of such termination or change electronically.

## **Your authorization for ACH debits and credits**

By agreeing to these Terms, you authorize Thrive to electronically debit and credit your designated deposit account at your designated depository financial institution (your "Bank Account") via ACH and, if ever applicable, to correct erroneous debits and credits via ACH as follows:

- Range of Acceptable Debit Amounts: up to \$5,000 per Business Day (as defined below)
- Frequency of Debits: multiple times per Business Day (however, debits and credits may not necessarily occur multiple times every Business Day)

You also acknowledge that the amount and frequency of the foregoing debits and credits may vary and that you waive your right to receive prior notice of the amount and date of each debit and credit.

You acknowledge that the electronic authorization contained in this Section represents your written authorization for ACH transactions as provided herein and will remain in full force and effect until you notify Thrive that you wish to revoke this authorization by emailing [help@thrivesavings.com](mailto:help@thrivesavings.com). You must notify Thrive at least three Business Days before the scheduled debit date of any ACH transaction from your Bank Account in order to cancel this authorization. If we do not receive notice at least five Business Days before the scheduled debit date, we may attempt, in our sole discretion, to cancel the debit transaction. However, we assume no responsibility for our failure to do so. If you withdraw your electronic authorization contained in this Section, we will close your Thrive Account and return the balance in your Thrive Account to your Bank Account as set forth in these Terms, and you will no longer be able to use your Thrive Account or the Services, except as expressly provided in these Terms. Please note that withdrawal of your electronic authorization contained in this Section will not apply to ACH transactions performed before the withdrawal of your authorization becomes effective.

In addition to any of your other representations and warranties in these Terms, you represent that: (a) your browser is equipped with at least 128-bit security encryption; (b) you are capable of printing, storing, or otherwise saving a copy of this electronic authorization for your records; and (c) the ACH transactions you hereby authorize comply with applicable law.

For purposes of these Terms, "Business Day" means Monday through Friday, excluding federal banking holidays.

## **Are there any fees for using the Thrive services?**

Thrive does not charge a subscription fee to end users for use of the Services.

You agree that Thrive shall not be liable to you for any fees or penalties charged by any financial institution that maintains your Linked Bank Account in connection with an ACH debit or credit, including any overdraft fees. You agree that you are responsible for any

fees or penalties that you may incur from any financial institution that maintains your Linked Bank Account as a result of any ACH debit or credit.

## What are the requirements to use the Thrive services?

In order to use the Services, you must:

- (a) accept and agree to these Terms, our [Privacy Policy](#), and the [GLBA Privacy Notice](#);
- (b) register with us on the Application;
- (c) be a U.S. citizen (or a legal U.S. resident) of at least 18 years of age (or older if you reside in a state where the majority age is older);
- (d) have a Bank Account with a U.S. financial institution;
- (e) provide all information requested by us, such as your name, email address, mobile device number, online credentials for your Bank Account, and such other information as we may request from time to time (collectively, "User Information"); and

You represent and warrant that all User Information you provide us from time to time is truthful, accurate, current, and complete, and you agree not to misrepresent your identity or your User Information.

You agree to promptly notify us of changes to your User Information by updating your Thrive Account on the Application; provided, however, that you must notify us at least five Business Days before any changes to your Bank Account information, including, but not limited to, the closure of your Bank Account for any reason by emailing [help@thrivesavings.com](mailto:help@thrivesavings.com) or by updating your Thrive Account via the Application. If we approve your registration, you will be authorized to use the Services, subject to these Terms.

For our compliance purposes and in order to provide the Services to you, you hereby authorize us to, directly or through a third-party, obtain, verify, and record information and documentation that helps us verify your identity and Bank Account information. When you register for the Services and from time to time thereafter, we may require you to provide and/or confirm information and documentation that will allow us to identify you, such as:

- A copy of your government-issued photo ID, such as a passport or driver's license;
- A copy of a utility bill, bank statement, affidavit, or other bill, dated within three months of our request, with your name and U.S. street address on it; and
- Such other information and documentation that we may require from time to time.

By using the Services and providing User Information to us, you automatically authorize us to obtain, directly or indirectly through our third-party service providers and without any time limit or the requirement to pay any fees, information about you and your Bank

Account from the financial institution holding your Bank Account and other third-party websites and databases as necessary to provide the Services to you. For purposes of such authorization, you hereby grant Thrive and our third-party service providers a limited power of attorney, and you hereby appoint Thrive and our third-party 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, place, and stead, in any and all capacities, to access third-party websites, servers, and documents; retrieve information; and use your User Information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person.

YOU ACKNOWLEDGE AND AGREE THAT WHEN THRIVE OR OUR THIRD-PARTY SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM SUCH THIRD-PARTY WEBSITES, THRIVE AND OUR THIRD-PARTY SERVICE PROVIDERS ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY.

You agree that other third parties shall be entitled to rely on the foregoing authorization, agency, and power of attorney granted by you. You understand and agree that the Services are not endorsed or sponsored by any third-party account providers accessible through the Services. We make no effort to review information obtained from the financial institution holding your Bank Account and other third-party websites and databases for any purpose, including, but not limited to, accuracy, legality, or non-infringement. As between Thrive and our third-party service providers, Thrive owns your confidential User Information.

The information you provide us is subject to our [Privacy Policy](#) and [GLBA Privacy Notice](#).

## **How do I use the Thrive services?**

Thrive is an objective-oriented savings program and e-commerce platform created with the purpose of helping you to buy the things that you want, without going into credit cards or using point-of-sale financing. Thrive's e-commerce platform gives you the opportunity to purchase your saving goal once you've saved enough money.

Thrive is not a financial institution and does not accept deposits. Instead, as mentioned above, the purpose of the Services is to help you save money to purchase your savings goals. Only funds from your Linked Bank Account may be transferred to your Savings. The funds are held in a deposit account at a US-based financial institution and are FDIC insured. The funds held in your Savings do not constitute liabilities of Thrive; instead they constitute deposit liabilities of the US-based financial institution where such funds will be held.

You will set your personal goals in the Thrive Application. Thrive offers you two options to save for these goals:

- 1) Thrive Flex safely sets aside an amount for you depending on your income and spending. We monitor and analyze your Bank Account. Based upon our analytics, we identify funds in your Bank Account that may be put towards your savings goals, and based upon your ACH authorization provided above, we may periodically transfer such funds from your Bank Account to your Thrive Account via ACH. Only funds from your Bank Account may be transferred to your Thrive Account.

2) Thrive Fixed is manual. You'll set a recurring and fixed deposit based on the amount you would like to save. Based upon your ACH authorization provided above, we will transfer such funds from your Bank Account to your Thrive Account via ACH based on your instruction. Only funds from your Bank Account may be transferred to your Thrive Account.

Funds held in your Thrive Account will remain in the Thrive Account until you make a purchase with the proceeds or instruct us to transfer any or all of your funds from your Thrive Account to your Bank Account by clicking "withdraw" in the Thrive Application or by emailing us at [help@thrivesavings.com](mailto:help@thrivesavings.com).

Thrive will notify you once you've reached your savings goal and are eligible to buy. Thrive will show you a list of merchants that are offering the item and the cashback that's available. It is your responsibility and discretion to pick the brand/merchant that you prefer along with the best combination for you of price vs cashback.

When you are ready to make a purchase of your goal, tap on the 'Buy' button. Your saved funds are loaded onto the virtual merchant giftcard of your choice in the Application. Each merchant has specific Redemption Instructions that are provided along with each merchant's Terms and Conditions. Please read the Terms and Conditions for your chosen merchant and follow the merchant's Redemption Instructions.

Once your saved funds have been loaded on a merchant's giftcard for spending, you are unable to ask Thrive for a cash withdrawal back to your linked bank account.

Protect your merchant giftcard. Please note that merchant gift cards are just like cash. If lost, their value can be used by someone else. Thrive takes no responsibility if you lose your merchant giftcard.

Merchant giftcards are non-transferable and cannot be redeemed for cash.

You are under no obligation to spend your saved funds with a merchant, and have the full discretion to ask Thrive to withdraw your funds at any time. When you request a withdrawal, we will generally transfer the requested funds from your Thrive Account to your Bank Account within two Business Days of when we receive your request. It is important to know the amount of available funds in your Thrive Account before instructing us to transfer funds from your Thrive Account to your Bank Account. If you do not have sufficient available funds in your Thrive Account to cover the amount of the requested transfer, your request for the transfer will be declined. We may also transfer funds from your Thrive Account to your Bank Account without notice to you upon the closure of your Thrive Account as described below and at any time if required by applicable law or if we, in our sole discretion, suspect the Services are being used for illicit purposes or otherwise in violation of these Terms.

You may not use the funds in your Thrive Account to withdraw cash, transfer funds to third parties, or for any other purpose. You are solely responsible for determining whether the funds debited from your Bank Account and the funds maintained in your Thrive Account are acceptable to you. We are not responsible for any third-party fees that may be incurred as a result of using the Services, including, but not limited to, third-party fees incurred as a result of maintaining insufficient funds in your Bank Account.

Thrive is not a financial adviser, and the Services are not intended to provide financial advice. Your financial situation is unique. We are not responsible for ensuring your Bank Account has sufficient funds for your needs, purposes, or transactions. We do not make any representations, warranties, or guarantees of any kind that the Services are appropriate for you. Before using the Services, you should consider obtaining additional information and advice from a financial adviser.

For more information about the Services, please review these Terms and visit our [Frequently Asked Questions](#) on the Website.

### **How do I check the balance in my Thrive Account?**

You may obtain information about the balance of funds in your Thrive Account at any time by logging in to the Thrive App.

### **Will I receive interest on the funds held in my Thrive Account?**

You agree that you will not receive interest or other earnings on the funds in your Thrive Account. You irrevocably transfer and assign to Thrive any and all rights that you may have to any interest that may accrue on funds held in your Thrive Account. This assignment applies only to interest earned on the funds held in your Thrive Account, and nothing in these Terms grants Thrive any rights to the principal of the funds held in your Thrive Account.

### **What are some restrictions on using the Services?**

You may only use the Services for your own personal, non-commercial use and not on behalf of or for the benefit of any third party. Your use of the Services must comply with all applicable law. If your use of the Services is prohibited by applicable law, then you are not authorized to use the Services. We are not responsible if you use the Services in any manner that violates applicable law.

You agree not to authorize any other person or entity to use your user name and password or mobile device to access the Services. You are solely responsible for the maintenance, confidentiality, and security of your username, password, and other User Information. Except as otherwise required by applicable law, you are responsible for all transactions and other activities authorized or performed using your username and password or mobile device, whether authorized or unauthorized by you. Except as otherwise expressly stated in these Terms or required by applicable law, we are not responsible for any losses arising out of the loss or theft of your User Information or your mobile device or from unauthorized or fraudulent transactions associated with your Bank Account, your Thrive Account or your Merchant Gift Card. If you suspect or become aware of any unauthorized activity or access to your username, password, or mobile device, you must contact us immediately at [help@thrivesavings.com](mailto:help@thrivesavings.com).

We offer the Services and the features, information, materials, and content provided and depicted through the Services (collectively, "Content") solely for your personal use for the purposes described therein and in these Terms. Any and all other uses are prohibited. You may not restrict or inhibit any other person from using or enjoying the Services or Content.

The Services and Content are protected by copyright, trademark, patent, and other intellectual property laws. We expressly reserve all rights and remedies under applicable law. Except as expressly provided by these Terms or with our prior written consent, you may not use, modify, disassemble, decompile, reverse engineer, reproduce, distribute, rent, sell, license, publish, display, download, transmit, or otherwise exploit any Content in any form by any means. Without limiting the foregoing, you agree not to (and not to allow any third party to): (a) use any robot, spider, scraper, or other automatic or manual device, process, or means to access the Services or copy any Content, except as expressly authorized by us; (b) take any action that imposes or may impose (in our sole determination) an unreasonable or a disproportionately large load on the Services or our infrastructure; (c) utilize any device, software, or routine that will interfere or attempt to interfere with the functionality of the Services; (d) rent, lease, copy, provide access to, or sublicense any portion of the Services or Content to a third party; (e) use any portion of the Services or Content to provide, or incorporate any portion of the Services or Content into, any product or service provided to a third party; (f) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code of the Services or Content; (g) modify the Services or Content or create any derivative product from any of the foregoing; (h) remove or obscure any proprietary or other notices contained in the Services or Content; (i) use the Services or Content in any way that is illegal, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable, as we may determine in our sole discretion; (j) jeopardize the security of your Thrive Account or any other person's Thrive Account (such as allowing someone else to use your username and password to access the Services); (k) attempt, in any manner, to obtain the username, password, account, or other security information from any other user of the Services; (l) violate the security of any computer network or crack any passwords or security encryption codes; or (m) run Maillist, Listserv, any form of auto-responder or "spam," or any processes that run or are activated while you are not logged in to access the Services. We may, but are not obligated to, monitor your use of the Services and Content.

We do not grant you any licenses, express or implied, to our intellectual property or the intellectual property of our licensors, except as expressly stated in these Terms. We and our third-party licensors retain all right, title, and interest in and to the Services, Content, and any associated patents, trademarks, copyrights, mask work rights, trade secrets, and other intellectual property rights.

The Services may permit you to submit content, send emails and other communications, and provide other information for publication or distribution to third parties (collectively, "User Content"). Any User Content must not be illegal, threatening, obscene, racist, defamatory, libelous, pornographic, infringing of intellectual property rights, promoting of illegal activity or harm to groups and/or individuals, invasive of privacy, purposely false or otherwise injurious to third parties, or objectionable and must not consist of or contain software, computer viruses, commercial solicitation, political campaigning, chain letters, mass mailings, or any form of "spam." If you submit User Content, and unless we indicate otherwise, you grant us a nonexclusive, perpetual, royalty-free, irrevocable, and fully sublicensable (through multiple tiers) right to use, modify, reproduce, adapt, translate, publish, create derivative works from, distribute, display, and otherwise exploit such User Content throughout the world in any media. We take no responsibility and assume no liability for any User Content submitted by you or any other user or third party.

To the extent permitted by applicable law, we may, in our sole discretion and without liability to you, terminate (or suspend access to) your use of the Services, Content, or your Thrive Account for any reason, including, but not limited to, your breach of these Terms.

## **What do I do if my mobile device is lost or stolen or if I suspect someone has gained unauthorized access to my username or password?**

If your mobile device is lost or stolen or if you suspect someone has gained unauthorized access to your username or password, you must contact us immediately at [help@thrivesavings.com](mailto:help@thrivesavings.com). In order to take any action, you will need to provide certain User Information so we can verify your identity.

## **How does Thrive use text messages to communicate with me about the Services?**

Thrive communicates with you by text messages, among other methods of communication. In order to use the Services, you must provide and verify your mobile device number or other text message address to us, and you must expressly consent to receive text messages relating to the Services at that number or address. Third-party data and message fees may apply. You may instruct us not to send further text messages by messaging [help@thrivesavings.com](mailto:help@thrivesavings.com). Standard third-party data and message fees may apply depending on your mobile service. To verify your mobile device number or text message address, we may send you a code via text message to the mobile device number or text message address you provide, and you must enter that code as instructed by us. If you change your mobile device number or text message address, you must promptly provide and verify your new mobile device number or text message address.

In addition, if you provide your email address to us, we may send you important notices via email about the Services.

## **What do I need to know about third-party websites?**

The Services may contain links or connections to third-party websites or services that are not owned or operated by us or our third-party service providers or licensors. We provide such links and connections for your reference only. We do not control such third-party websites or services and are not responsible for their availability or content. Our inclusion of such links and connections does not imply our endorsement of such third-party websites or services or any association with their owners or operators. We assume no liability whatsoever for any such third-party websites or services or any content, features, products, or practices of such third-party websites or services. Your access and use of such third-party websites and services are subject to applicable third-party terms and conditions and privacy policies. We encourage you to read the terms and conditions and privacy policy of each third-party website or service that you visit or utilize.

## **What if I want to stop using Thrive?**

You may stop using the Thrive Services, close your Thrive Account, and cancel these Terms at any time by contacting us at [help@thrivesavings.com](mailto:help@thrivesavings.com) and providing sufficient information for us to verify your identity. The closure of your Thrive account shall be

subject to your agreement with the FDIC-insured institution that provides the payment service. Notwithstanding the foregoing, if there are any pending transactions relating to your Thrive Account when we receive your termination notice, we will close your Thrive Account promptly after such transactions are completed. Your termination of these Terms will not affect any of our rights or your obligations arising under these Terms prior to termination.

Upon the closure of your Thrive Account, we will transfer the funds in your Thrive Account, if any, to your Bank Account. If your Bank Account is closed or we are otherwise unable to transfer the funds in your Thrive Account to your Bank Account, we will send you a check for the amount of the funds to you at your street address in our records.

If you do not use the Services for a certain period of time, applicable law may require us to report the funds in your Thrive Account as unclaimed property. If this occurs, we may try to locate you at the address shown in our records. If we are unable to locate you, we may be required to deliver any funds in your Thrive Account to the applicable state as unclaimed property. The specified period of time to report and deliver funds to a state varies by state, but usually ranges between two and five years.

Provisions of these Terms that, by their nature, should survive termination of these Terms will survive termination of these Terms.

## **What about my privacy?**

Thrive takes the privacy of its users very seriously. You understand that by using the Services, you consent to the collection, use, storage, and disclosure of your information as set forth in these Terms, our [Privacy Policy](#), and the [GLBA Privacy Notice](#).

## **What else do I need to know about the Services?**

**Additional Terms.** In conjunction with your access or use of the Services, you may be subject to additional terms, rules, policies, and conditions that are posted on the Website or the Application, including, but not limited to, terms and conditions for our referral or rewards programs (the "Additional Terms"), and our gift card and e-commerce platform which are hereby incorporated by reference into these Terms. In the event of a conflict between any Additional Terms and these Terms, these Terms will control.

**Warranty Disclaimer.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS, YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES AND ALL INFORMATION, PRODUCTS, AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR THIRD-PARTY SERVICE PROVIDERS EXPRESSLY DISCLAIM ANY AND ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES OF ANY KIND AS TO THE SERVICES AND ALL INFORMATION, PRODUCTS, AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, WE AND OUR THIRD-PARTY SERVICE PROVIDERS MAKE NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (E) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE OBTAINED BY YOU FROM US OR OUR THIRD-PARTY SERVICE PROVIDERS THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

**Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT THRIVE, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AND THIRD-PARTY SERVICE PROVIDERS WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR (A) THE PERFORMANCE OF THE SERVICES OR THE INABILITY TO USE THE SERVICES; (B) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF SUCH PERSONS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THESE TERMS, THE SERVICES, OR CONTENT; (C) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF \$100 OR THE AMOUNT TRANSFERRED FROM YOUR BANK ACCOUNT TO YOUR THRIVE ACCOUNT VIA THE SERVICES; OR (D) ANY EVENT BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

**Indemnity.** At our request, you agree to defend, indemnify, and hold harmless Thrive, its affiliates, and its and their respective employees, officers, directors, agents, and third-party service providers from and against any and all claims, suits, liabilities, damages (actual and consequential), losses, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising from or in any way related to any third-party claims relating to your use of the Services, violation of these Terms, applicable law or any third-party rights, or your fraud or willful misconduct. Such indemnified parties reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will cooperate in asserting any available defenses.

**Assignment.** You may not transfer, assign, or delegate these Terms or your rights or obligations hereunder or your Thrive Account in any way (by operation of law or otherwise) without our prior written consent. To the extent permitted by applicable law, we may transfer, assign, or delegate these Terms and our rights and obligations hereunder without your consent.

**Third-Party Beneficiary.** You agree that our third-party services providers are third-party beneficiaries of the applicable provisions of these Terms, with all rights to enforce such provisions as if such service providers were a party to these Terms.

**Governing Law.** These Terms are made under and will be governed by and construed in accordance with the laws of the State of Delaware, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction.

## **DISPUTE RESOLUTION BY BINDING ARBITRATION: JURY TRIAL WAIVER: CLASS ACTION WAIVER.**

For any and all controversies, disputes, demands, claims, or causes of action between you and us (including the interpretation and scope of this Section and the arbitrability of the controversy, dispute, demand, claim, or cause of action) relating to the Services or these Terms (as well as any related or prior agreement that you may have had with us), you and we agree to resolve any such controversy, dispute, demand, claim, or cause of action exclusively through binding and confidential arbitration. The arbitration will take place in the federal judicial district of your residence. As used in this Section, “we” and “us” mean Thrive and its subsidiaries, affiliates, predecessors, successors, and assigns and all of its and their respective employees, officers, directors, agents, and representatives. In addition, “we” and “us” include any third party providing any product, service, or benefit in connection with the Services or these Terms (as well as any related or prior agreement that you may have had with us) if such third party is named as a co-party with us in any controversy, dispute, demand, claim, or cause of action subject to this Section.

Arbitration will be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration will be conducted before one commercial arbitrator from the American Arbitration Association (“AAA”) with substantial experience in resolving commercial contract disputes. As modified by these Terms, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA’s Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively, the “Rules and Procedures”).

You should review this provision carefully. To the extent permitted by applicable law, you are GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that you file in small claims court in the state or municipality of your residence within the jurisdictional limits of the small claims court and as long as such matter is only pending in that court. Additionally, notwithstanding this agreement to arbitrate, either party may seek emergency equitable relief in federal court if it has jurisdiction or, if it does not, in a state court located in the federal judicial district of your residence in order to maintain the status quo pending arbitration, and each party hereby agrees to submit to the exclusive personal jurisdiction of the courts located within the federal judicial district of your residence for such purpose. A request for interim measures will not be deemed a waiver of the obligation to arbitrate.

Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures may be SIMPLER AND

MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrators' decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

You and we must abide by the following rules: (A) ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (B) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (c) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation, (d) we also reserve the right, in our sole and exclusive discretion, to assume responsibility for any or all of the costs of the arbitration; (e) the arbitrator will honor claims of privilege and privacy recognized at law; (f) the arbitration will be confidential, and neither you nor we may disclose the existence, content, or results of any arbitration, except as may be required by applicable law or for purposes of enforcement of the arbitration award; (g) subject to the limitation of liability provisions of these Terms, the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; and (h) each party will pay its own attorneys' fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys' fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law.

This Section will survive termination of your Thrive Account and these Terms as well as any voluntary payment of any debt in full by you or any bankruptcy by you or us. With the exception of subparts (a) and (b) of this Section (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal, or conflicting part was not contained herein. If, however, either subpart (a) or (b) of this Section is found to be invalid, unenforceable, or illegal, then the entirety of this arbitration provision will be null and void, and neither you nor we will be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute will be exclusively brought in federal court if it has jurisdiction or, if it does not, in a state court located in the federal judicial district of your residence.

If you wish to opt out of this arbitration provision, you must notify us of your election in writing within 30 days of the date that you first became subject to this arbitration provision or within 30 days of the effective date of any material change to these Terms by sending a written notice to us by certified mail at the following address: Thrive Savings Inc., 10 Dundas Street East, 6th Floor, Toronto Ontario M5B 2G9 Canada, Attn: Arbitration Opt-Out, Thrive Founders. Your opt-out notice must include your name, address, phone number, and email address.

For more information on the AAA, the Rules and Procedures, or the process for filing an arbitration claim, you may call the AAA at 800-778-7879 or visit the AAA website at <http://www.adr.org>.

**Miscellaneous.** You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that we may, in our sole discretion, do any of the foregoing on your behalf or for ourselves. The failure of either you or us to exercise, in any way, any right herein will not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms will otherwise remain in full force and effect and enforceable. These Terms, together with our [Privacy Policy](#) and [GLBA Privacy Notice](#) constitute the entire and sole agreement between you and us with respect to the Services and supersedes all prior understandings, arrangements, or agreements, whether written or oral, regarding the Services. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Thrive, and you do not have any authority of any kind to bind Thrive in any respect whatsoever.

### **Will Thrive ever change these Terms or the Services?**

We may add to or terminate any of the Services or amend these Terms at any time, in our sole discretion, without providing notice to you, subject to applicable law. We reserve the right, subject to applicable law, to deliver to you any notice of changes to existing terms or the addition of new terms by posting an updated version of these Terms on the Website and the Application or delivering notice thereof to you electronically. You are free to decide whether or not to accept a revised version of these Terms, but accepting these Terms, as revised, is required for you to continue accessing or using the Services. If you do not agree to these Terms or any revised version of these Terms, your sole recourse is to terminate your access or use of the Services. Except as otherwise expressly stated by us, your access and use of the Services are subject to, and constitute your acceptance of, the version of these Terms in effect at the time of your access or use.

### **Contacting us:**

If you have any questions regarding this Terms of Service, please email us at [help@thrivesavings.com](mailto:help@thrivesavings.com).

**Sensitive Information:** Because email communications are not always secure, please do not include bank account information or other sensitive data in your emails to us.