

# Welcome to QUBER!

Do you have questions for us? Check out our FAQ's [here](#) or send us an email us at [support@qubersavings.com](mailto:support@qubersavings.com).

**Effective Date: February 27, 2024**

These Terms and Conditions (this “**Agreement**” or these “**Terms and Conditions**”) is between you and QUBER Technologies, Inc. and/or QUBER Savings, Inc. (collectively, “**QUBER**”, “**We**”, “**Us**”, or “**Our**” or “**Company**”). By using or downloading our Mobile Application (the “**QUBER Mobile App**”) or accessing or using our website at [www.quber.ca](http://www.quber.ca) or [www.qubersavings.com](http://www.qubersavings.com) and its subdomains (“**Website**”), or accessing or using our admin portal at <https://admin.quberapp.com> and its subdomains (“**Portal**”), each of which provide financial information to assist users in managing their finances and encouraging savings, through saving jars, saving rules, recommendations, notifications, aggregation of financial data, expense and savings (collectively, the “**QUBER Platform**”) and related services and accounts (“**Services**”) wherever these Terms and Conditions are posted, you indicate your unconditional acceptance of the following Terms and Conditions on your own behalf and on behalf of any organization you represent (collectively, “**you**” or “**your**”).

Please read these Terms and Conditions carefully, as they may have changed since your last visit. We reserve the right to change any provisions of these Terms and Conditions from time to time for any reason, provided that such changes shall not apply to any fee-bearing subscriptions to the Services which are then in effect if such change would materially increase your obligations or reduce your rights hereunder until the start of the next subscription period following the posting of such updated Terms and Conditions. We will provide you with a notice of any changes to these Terms and Conditions at least 30 days before the change becomes effective. Such notice will set out the effective date of the changes and the new provisions or, in case of changes to existing provisions, the amended provisions and the provisions as they read before. If the changes entail an increase in your obligations or a reduction in our obligations under this Agreement, you can refuse them and terminate this Agreement without cost or penalty by sending us a notice to that effect no later than 30 days after the changes become effective. Where applicable, we will explain in our notice how you can exercise this termination right. The updated Terms and Conditions will be posted to [www.qubersavings.com/terms](http://www.qubersavings.com/terms).

Further, your access to and use of our QUBER Platform is subject to our Privacy Policy as in effect from time to time, the current version of which is at [www.qubersavings.com/privacy](http://www.qubersavings.com/privacy).

By accessing or using the QUBER Platform and Services, you expressly represent that you are legally competent to enter into this Agreement and agree to be bound by these Terms and Conditions and that you are a legal resident of the United States. No one under the age of 18 or who is not a legal resident of the United States may use the QUBER Platform.

**YOU HEREBY ACKNOWLEDGE AND AGREE THAT QUBER IS NOT A BANK, NOR IS IT A FINANCIAL PLANNER, BROKER OR ASSET MANAGER. THE QUBER PLATFORM IS MERELY A TOOL TO ASSIST YOU IN YOUR FINANCIAL PLANNING AND DECISION- MAKING. YOU ARE SOLELY RESPONSIBLE FOR YOUR SAVINGS, INVESTMENT, DONATION, AND SPENDING DECISIONS.**

**PLEASE NOTE THE ARBITRATION REQUIREMENT AND CLASS ACTION WAIVER SET FORTH BELOW, WHICH SUBJECT TO SOME LIMITED EXCEPTIONS, REQUIRES YOU TO ARBITRATE ANY CLAIMS YOU MAY HAVE AGAINST US ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY. PLEASE REVIEW THE “DISPUTE RESOLUTION” SECTION BELOW FOR MORE DETAILS.**

**Scope of Service:** QUBER maintains the QUBER Platform, and provides Services, as a service to our user community, subject to these Terms and Conditions. You are responsible for obtaining any equipment and Internet service necessary to access our QUBER Platform and Services and for paying any fees for the equipment and service you select. We may alter, suspend, or discontinue this QUBER Platform and/or our Services, in whole or in part, at any time and for any reason, without notice. We may restrict access to portions of our QUBER Platform and/or Services, for some or all users, from time to time. The QUBER Platform may also periodically become unavailable due to maintenance or malfunction of computer equipment or for other reasons.

**For a printable version of these Terms, [please click here.](#)**

In consideration of your use of the QUBER Platform provided to you by QUBER, by registering, you agree to the following terms:

## **1. Terms**

The following words used in this Agreement and in all amendments hereto shall have the meaning set forth below:

**“Agreement”** means these Terms and Conditions.

**“Aggregated Data”** means aggregated, anonymized data pertaining to a group of users without any risk of disclosing any one user’s identity. Aggregated Data may include information about your location, your Financial Profile and your Financial Products.

**“Business Day”** means Monday through Friday, excluding statutory holidays under the laws of the United States.

**“Cashout”** is an action triggered by you in the QUBER Mobile App that moves money from the QUBER Vault to your Primary Bank Account

**"Financial Institution"** means a bank or credit union accepting deposits. Currently, QUBER is partnered with Lineage Bank.

**"Financial Products"** means banking, credit card, mortgage, and insurance products you may be enrolled in or may be eligible for enrolment.

**"Financial Profile"** means information about your finances possessed by QUBER including, but not limited to Transaction History, Financial Products, and your financial and savings goals and objectives.

**"In Vault Transactions"** means a sum of money tied to a Saving Jar and sum of money tied to Saving Challenges that has been transferred from your Primary Bank Account and is safely stored in the QUBER Vault.

**"In Transit Transactions"** means a sum of money tied to a Saving Jar and sum of money tied to Saving Challenge that has been transferred from your Primary Bank Account and is on its way to the QUBER Vault through the payment network but has not yet reached the QUBER Vault.

**"Pending Transactions"** means a sum of money tied to a Saving Jar and sum of money tied to Saving Challenges that has accumulated based on triggered Saving Rules but has not yet been transferred to the QUBER Vault from your Primary Bank Account due to transaction limits or other applicable reasons.

**"Primary Bank Account"** means your checking or savings account that is the source of money transfers and the destination of Cashouts, as well as applicable Subscription Fees for Services. Your Primary Bank Account must be at a financial institution located in the United States.

**"QUBER Account"** means the account at QUBER which you created during registration through the QUBER Mobile App and your information that is tied to such account through use of QUBER Platform.

**"QUBER Vault"** is an account held by QUBER in a Financial Institution that holds money temporarily for your benefit until a request is made by you to have your money transferred back to the Primary Bank Account.

**"Saving Challenge"** is a saving goal where you save a set amount of money by a predetermined date following the withdrawal schedule. You may earn incentives by reaching pre-defined milestones throughout the challenge.

**"Saving Jar"** represents a Saving Goal. Each Saving Jar is linked to the amount of money you have saved for that Goal as a total of Pending Transactions, In Transit Transactions, and In Jar Transactions.

**"Saving Recommendations"** are recommendations generated from the QUBER Platform based on data analysis to help you save money.

**“Saving Rule Transfer”** is a money transfer to the QUBER Vault that is triggered when your Saving Rules are executed.

**“Saving Rules”** are rules set up by you in QUBER that when executed will transfer money from your Primary Bank Account to the QUBER Vault. These include both one-time manual transfers initiated by you in the QUBER app or recurring automated transfers.

**“Savings”** refers to the total amount of money you have in the QUBER Vault.

**“Subscription Fees”** refers to the fee collected for paid QUBER services.

**“Transaction History”** means the transactions from your Financial Products from the time you added your Transaction Source(s) with QUBER.

**“Transaction Source”** means any accounts that you have added to populate your Cash Flow, execute Saving Rules, and receive saving recommendations.

**“Transfer”** means the transfer of money from your Primary Bank Account to the QUBER Vault.

**“Your Information”** means all information about you, including information about your identity, location, contact information, address, QUBER Account, Primary Bank Account, Transaction Source(s) that you provide to QUBER.

## **2. Overview**

**Description of QUBER:** QUBER encourages you to reach money saving goals through a unique, goal-based experience. Life is hectic, and the last thing you want to do is look through complicated graphs and pie charts to analyze your spending. At QUBER, our mission is simple – we are determined to make saving money easy and fun. The QUBER experience starts by helping you plan out your saving goals. What do you want and when do you need it? Once you know what’s important to you, we’ll show you different options on how you can reach your goals.

**How QUBER Works:** The QUBER experience starts by you creating saving goals – Saving Jars or Saving Challenges– things that matter to you. Then you create Saving Rules in order to automatically move money into those goals. When your Saving Rules are triggered, money is automatically transferred from your paycheck via payroll deductions or your Primary Bank Account via ACH into a QUBER Vault. When you have reached your goal or decided you want to Cashout, your money is then transferred via ACH to your Primary Bank Account. QUBER is a “closed-loop” system, meaning that your Savings contributions cannot be transferred from a source other than from your paycheck through payroll deductions or your Primary

Bank Account via ACH transfer, and Cashouts cannot be transferred to any destination other than your Primary Bank Account.

QUBER will hold your Savings separate from its corporate funds in a QUBER Vault, and it will not use your Savings for its operating expenses or for any other corporate purposes. QUBER will not voluntarily make your Savings available to its creditors in the event of bankruptcy. Savings are never held or accessed by QUBER.

The QUBER Vault is held in a Deposit Account created by you through the QUBER Platform.

The Savings you hold in a QUBER Vault may not be insured for your benefit by the Federal Deposit Insurance Corporation or any other deposit insurance program. You agree that you will not receive interest or other earnings on the Savings held in the QUBER Vault. Thus, interest does not accrue on the amounts held in the QUBER Vault. In consideration for your use of QUBER, you irrevocably transfer and assign to QUBER any ownership right that you may have in any interest that may accrue on Savings held in the QUBER Vault. This assignment applies only to interest earned on your Savings, and nothing in these Terms grants QUBER any ownership right to the principal of the Savings you maintain with QUBER. In addition to or instead of earning interest on Savings in the QUBER Vault, QUBER may receive a reduction in fees or expenses charged for banking services by the financial services that hold your Savings.

Funds custody and transfer services in connection with the QUBER Vault are provided by Lineage Bank. NOTWITHSTANDING ANY OTHER PROVISIONS OF THESE TERMS OF SERVICE, QUBER IS SOLELY PROVIDING YOUR INFORMATION TO LINEAGE BANK ON A PASS THROUGH BASIS. LINEAGE BANK IS THE ONLY ENTITY AUTHORIZED TO INITIATE OR EXECUTE PAYMENTS AND TRANSFERS ON YOUR BEHALF. AT NO TIME WILL QUBER RECEIVE, CONTROL, OR HOLD YOUR FUNDS, CONSTRUCTIVELY OR OTHERWISE.

**Financial Insights:** In order to help you achieve your financial goals, QUBER may provide you with general tips, Saving Recommendations and education materials on how to save, organize and manage your finances. QUBER is not a financial planner or advisor and you are solely responsible for your saving and spending decisions.

**Content Disclaimer:** The information on the QUBER Platform is provided for educational and general information purposes only. This information cannot, and is not intended to, substitute for the advice of a professional. We do not warrant the accuracy, completeness or usefulness of this information. The QUBER Platform is not intended to provide tax, legal, accounting, financial, fiduciary, or any other form of professional advice. You understand and agree that the QUBER Platform is provided to you on an AS IS and AS AVAILABLE basis. We disclaim all responsibility and liability for the availability, timeliness, security or reliability of the QUBER Platform, the accuracy of any opinion or information contained on the QUBER Platform, or the availability and reliability of any software on the QUBER Platform. The opinions expressed on the QUBER Platform are not necessarily the opinions of QUBER or its employees and may or may not be totally accurate. Your use of the

QUBER Platform – including implementation of any suggestions set out in the QUBER Platform and/or use of any resources available on the QUBER Platform – does not create a professional-client relationship between you and the QUBER or any of its employees. You agree that access to and use of the QUBER Platform and the content thereof is at your own risk. The language of this section in no way limits the applicability of any other disclaimers or liability limitations found elsewhere in these Terms and Conditions.

**Third Party Products and Services:** QUBER may also provide you with information relating to third party products or services. QUBER may receive fees for providing such third-party information or otherwise promoting third party products and services to you.

UNLESS A PRODUCT SPECIFICALLY IDENTIFIES US AS THE SELLER, ALL TRANSACTIONS FOR THIRD PARTY PRODUCTS OR SERVICES REFERENCED ON THE QUBER PLATFORM SHALL BE BETWEEN YOU AND THE THIRD-PARTY PROVIDER WITHOUT ANY INVOLVEMENT BY US, EVEN IF WE RECEIVE A COMMISSION ON THE SALE OF SUCH PRODUCTS OR SERVICES. IF YOU PURCHASE, ORDER, OR OTHERWISE OBTAIN PRODUCTS OR SERVICES REFERENCED ON THE QUBER PLATFORM, YOU ACKNOWLEDGE THAT WE ASSUME NO RESPONSIBILITY FOR THE QUALITY, QUANTITY, SIZE, CHARACTER, FITNESS FOR A PARTICULAR PURPOSE, SPECIFICATIONS, FEATURES, FUNCTIONALITY, SAFETY, OR LEGALITY OF SUCH PRODUCTS OR SERVICES, THE TRUTH OR ACCURACY OF THE PRODUCT OR SERVICES LISTINGS, OR THE ABILITY OF THE SELLERS TO SELL, SHIP, OR OTHERWISE PROVIDE SUCH PRODUCTS OR SERVICES TO YOU. YOU AGREE THAT WE ARE NOT RESPONSIBLE, AND SHALL HAVE NO LIABILITY, WITH RESPECT TO ANY PRODUCTS OR SERVICES REFERENCED ON THE QUBER PLATFORM. THIS DISCLAIMER DOES NOT LIMIT THE APPLICABILITY OR FORCE OF ANY DISCLAIMERS OR OTHER PROVISIONS FOUND ELSEWHERE IN THESE TERMS AND CONDITIONS.

For any issues related to products or services referenced on the QUBER Platform, including defects or warranties, please contact the third-party provider of the relevant products.

**Termination of Employment with Employer; Employer Termination of Subscription.** If your participation in the QUBER Platform originated through your employment or an organization and your employment is terminated or you leave the organization, or if your employer/organization terminates its subscription to the QUBER Platform, you will continue to have access to the QUBER Platform and your Savings minus any unvested employer/organization cash incentives. Any employer/organization benefits that are provided through the QUBER Program, such as but not limited to employer matching, may terminate following termination of employment or termination of employer's/organization's subscription.

### **3. QUBER Account**

**Registration:** You must be a resident of the United States and at least 18 years old to use the QUBER Platform. You are solely responsible for ensuring that the use of the QUBER Platform in accordance with these Terms and Conditions in your jurisdiction of residence is permitted by law or regulation. If such use is not permitted by law, QUBER prohibits all access to and use of the QUBER Platform.

**Collection of Your Information:** When you register in the QUBER Mobile app, and while using the QUBER Platform, you will be required to provide QUBER with Information (such as, but not limited to, your name, mailing address, date of birth, social security number, tax identification number and email address). QUBER will collect Your Information for itself. Your Information is required in order to provide you with access to the QUBER Platform and to comply with legal and regulatory requirements, including Anti-Money Laundering rules. QUBER may also ask for a copy of your driver's license or other government-issued identifying documents. You authorize QUBER to obtain, verify, and store Your Information to confirm that the individual who creates a QUBER Account, is the intended user of the QUBER Account, or who accesses the Services.

For more details on the information that QUBER collects from you and how we use, disclose and safeguard this information please see QUBER Privacy Policy at this link: [www.qubersavings.com/privacy](http://www.qubersavings.com/privacy)

**Accurate Information:** You acknowledge that QUBER will be relying on Your Information to provide services to you. You represent and warrant that you are the legal owner of Your Information, that you are authorized to provide QUBER with all of Your Information, and that Your Information is true, accurate, current and complete. You agree to promptly update this information if it changes or is no longer accurate. You agree that if Your Information is inaccurate, untrue, not current or incomplete, you will have materially breached these Terms and Conditions and QUBER reserves the right to terminate your use of QUBER in accordance with Section 12. QUBER may, in its discretion, decline to offer the Services for any reason, including your failure to provide requested information, if QUBER is unable to verify any of Your Information, and/or for other lawful business reasons.

**Anti-Money Laundering Rules:** You represent and warrant that you will abide by all applicable Anti-Money Laundering rules and that you will, upon request, provide QUBER staff with any information or documents that we may require in order to comply with applicable regulatory requirements, including the Anti-Money Laundering rules and other applicable requirements in the jurisdiction where you are located.

**Confidentiality and Unauthorized Access:** You agree and understand that you are responsible for maintaining the confidentiality of your password used to access QUBER. You agree that you are responsible for all acts or omissions that occur on your QUBER account while your password is being used. If you become aware of any unauthorized access to your QUBER account or if you believe that

someone is accessing your account without your permission, you must immediately notify QUBER at support@qubersavings.com.

#### **4. Source of Funds**

**Connecting Your Primary Bank Account:** You acknowledge and agree that you must connect your QUBER Account to your Primary Bank Account using the QUBER App in order to transfer money into your QUBER Vault, and receive Cashouts.

**Primary Bank Account:** When you register for a QUBER Account, you will be required to connect your QUBER Account to a checking or savings account held in your name at a financial institution located in the United States. This is your Primary Bank Account. You may be asked to enter and/or validate information about your Bank Account into the QUBER App, including the Routing Number and Account Number of your Primary Bank Account. You acknowledge that the information that you provide about your Primary Bank Account is yours and you represent and warrant that it is true, accurate, current and complete information.

You will receive confirmation through the QUBER App when your Primary Bank Account has been verified and is connected to your QUBER Account for the purpose of making Transfers to or Cashouts from the QUBER Vault. All amounts received in the QUBER Vault shall be held on your behalf, until you Cashout those amounts. You agree to promptly update the account details of your Primary Bank Account that are no longer accurate. Failure to update your information may disrupt your use of the QUBER Platform. You can only have one Primary Bank Account associated with your QUBER Account at any given time.

You must also agree to ACH Transfers from your Primary Bank Account which shall be initiated by QUBER on the basis of your total Pending Transactions as determined by the QUBER Platform. QUBER processes the transfer of total Pending Transactions from your Primary Bank Account to the QUBER Vault.

The Primary Bank Account will be the source of all ACH Transfers and the destination of all Cashouts.

**Transaction Sources:** In order to use Saving Rules that require transactions, you need to connect your Transaction Sources to your QUBER Account. You can connect multiple Transaction Sources to your QUBER Account. You connect your Transaction Source to your QUBER Account by entering information about the Transaction Source in the QUBER App. This may include bank account and credit card information. You acknowledge that the information about your Transaction Source that you provide to QUBER is yours and you represent and warrant that it is true, accurate, current and complete information. You will receive confirmation through the QUBER App when your Transaction Source is connected to your QUBER Account. You agree to promptly update information about your Transaction Source that is no longer accurate. Failure to update your information may disrupt your use of the QUBER Platform.

The QUBER Platform will track purchases made on your Transaction Source(s) to execute your Saving Rules, and produce Saving Recommendations. Total transfer amounts are communicated to QUBER to transfer from your Primary Bank Account. Transfers will only be made from your Primary Bank Account.

All information relating to your Primary Bank Account and Transaction Source(s) shall be collected, retained, and disclosed only in accordance with QUBER's Privacy Policy.

## **5. Transfers**

**Saving Rule Transfers:** You may make a Saving Rule Transfer from your paycheck as a payroll deduction or your Primary Bank Account via ACH to the QUBER Vault using the QUBER Platform. The minimum transfer amount is \$10.00. QUBER reserves the right to postpone your transfer to the QUBER Vault until you have a minimum of \$10.00 in total pending transactions. You authorize QUBER to automatically execute your saving rules based on transactions from your Transaction Source(s), calendar dates, one-time manual transfers initiated in app by you, or other 3rd party sources connected by you to execute Saving Rules. The QUBER Platform will execute your Saving Rules and will add the corresponding transaction amount to the total Pending Transactions. When your total Pending Transactions has reached \$10.00 or more, the QUBER Platform will trigger the transfer of money to occur through QUBER to the QUBER Vault. Once QUBER processes the transfer, the total Pending Transactions amount will be withdrawn from your Primary Bank Account and transferred to the QUBER Vault. A record is kept of the exact amounts you have transferred in and out at all times. If you subsequently cancel or reverse any purchase you made using your Transaction Source(s), the corresponding Saving Rule execution and resulting Pending Transaction amount will remain and will not be reverted.

**Transfer Limitations:** QUBER reserves the right to limit or restrict Transfers for any reason, including if it has reason to suspect any suspicious or illegal activity.

**ACH Transfers:** You authorize QUBER, and the designated financial institution (or any other financial institution QUBER may authorize at any time) to begin Transfers on regular intervals from your self-designated Primary Bank Account. These Transfers are based on Saving Rule Transfers and/or pre-set calendar dates to transfer money to the QUBER Vault.

**You confirm that you will not be provided with written Notice of the amount of each Transfer debit.**

**You may cancel this authorization at any time. Any cancellation Notices must be received at least five (5) Business Days before the next debit is scheduled at the address provided below or via email noted below.**

**You can contact us by email at [support@qubersavings.com](mailto:support@qubersavings.com).**

QUBER may assign this authorization, whether directly or indirectly, by operation of law, change of control or otherwise, by providing at least 10 days prior Notice to you.

As QUBER is facilitating transfers on your behalf, you forfeit your rights to dispute any debit unless the debit does not comply with this Agreement. You have the right to receive reimbursement for any debit that is not authorized or is not consistent with this Agreement. For example, you have the right to receive reimbursement for any debit that is not consistent with Section 5 of this Agreement. To obtain a form for a reimbursement claim, or for more information on your recourse rights, you may contact [complaints@qubersavings.com](mailto:complaints@qubersavings.com) or your financial institution.

## 6. Cashouts

**Cashout of Funds:** At any time, you may cashout your Savings. This is done by cashing out individual Saving Jars or Saving Challenges. You may cashout your In Vault transactions, tied to your Saving Jars or Saving Challenges, from the QUBER Mobile App. The In Vault Transaction amount of each jar or saving challenge cashed out is added to the total Cashout amount.

**You may only Cashout to your Primary Bank Account and are not permitted to Cashout to any other account. If you would like to change your Primary Bank Account, you will be required to Cashout all Savings to your existing Primary Bank Account before you select a new Primary Bank Account. In the case of exceptional circumstances (such as death), please contact QUBER Savings, Inc. at [support@qubersavings.com](mailto:support@qubersavings.com).**

**Cashout Limitations:** You can only cashout In Vault Transactions. Pending Transactions have not yet moved to the QUBER Vault, and on Cashout will be reset to 0. In Transit transactions cannot be cashed out until they reach the QUBER Vault and have transitioned to In Vault Transactions.

## 7. Transfer and Cashout Transactions

**Limitations:** The maximum amount of money that can be transferred in one day from your Primary Bank Account to QUBER Vault is \$3,000 and the maximum amount of money that can be Cashed out from QUBER Vault to your Primary Bank Account in one day is \$10,000.

**Processing Time:** Reasonable steps will be taken to process Transfers and Cashouts within five (5) Business Days. You acknowledge that QUBER is not liable for any error or processing delay caused by any third party, including any financial institution that maintains your Primary Bank Account or the QUBER Vault, or any service provider or vendor of any such financial institution.

**Fees and Penalties:** You agree that QUBER shall not be liable to you for any fees or penalties charged by any financial institution that maintains your Primary Bank

Account in connection with a Transfer, Cashout, or a Subscription fee, including any overdraft fees or Non-Sufficient Funds fees. You agree that you are responsible for any fees or penalties that you may incur from any financial institution that maintains your Primary Bank Account as a result of any Transfer or Cashout.

**Correct Information and Payment Instructions:** You acknowledge and understand that it is your responsibility to provide correct information about your Primary Bank Account and Transaction Source(s). You also acknowledge and understand that it is your responsibility to provide correct payment instructions for Transfers and Cashouts. You acknowledge that incorrect or incomplete information regarding your Primary Bank Account or regarding instructions to make a Transfer or Cashout may result in the transaction being rejected or completed incorrectly. You agree that it is not QUBER's responsibility to determine whether there is a discrepancy between the information in the QUBER Vault and the information in your Primary Bank Account or Transaction Source(s).

**Acts or Omissions:** You agree that QUBER, or any other supplier to QUBER, shall not be held liable for any act or omission of any financial institution that maintains your Primary Bank Account or Transaction Source(s) or for any act or omission of any service provider or vendor of any such financial institution.

**Indemnity:** You agree to indemnify and hold QUBER, or any other supplier to QUBER, harmless from any and all damages resulting from or relating to any incomplete or incorrect information regarding yourself, your Primary Bank Account or Transaction Source(s) or in payment instructions to make a Transfer or Cashout.

## **8. Sweepstakes and similar promotions**

From time to time, QUBER may offer Sweepstakes and similar promotions for a chance to win money towards your saving goals. Rules will be defined on the Website, including eligibility.

## **9. Fees**

QUBER may institute Subscription Fees. We agree to provide you with at least thirty (30) days' notice before we institute a new subscription fee or change in Subscription Fees by sending you an email to the email address in your QUBER Account. Price changes will take effect at the start of the next Subscription period.

You may be charged fees from third parties, such as a financial institution, when you Transfer or Cashout Savings. We recommend that you consult with your financial institution before using the QUBER Platform.

**QUBER Subscription Service:** By subscribing to a QUBER subscription Service ("**Subscription**") you agree that you will be charged a Subscription fee that is payable monthly or yearly, as applicable. Importantly, a Subscription may not provide access to all Services owned and operated by QUBER. Please carefully review the terms of the applicable offer before registering for and paying for a

Subscription. The Subscription fee is periodic and recurring and is charged in advance through your credit card attached to your Apple iTunes or Google Play account. By registering for a Subscription Service, you authorize us to charge your credit card or other payment method that you have designated at the then current rate plus applicable tax. **Your Subscription will automatically renew unless cancelled by either you or QUBER. These automatic charges will continue for each subsequent Subscription period until your Subscription is cancelled.** You can turn off auto-renew at any time from your Apple iTunes or Google Play account settings, but refunds will not be provided for any unused portion of the term. A valid payment method, including credit card, is required through Apple iTunes or Google Play to process the payment for your Subscription.

From time to time, QUBER might offer a free trial. If you are offered a free trial, you must cancel before the end of the free trial period to avoid future charges; if you do not cancel then you agree that you will be charged the amount of the Subscription fee automatically at the end of the free trial period. Charges are not refundable.

QUBER retains the right in the future to change the terms and the amount of the Subscription fee in its sole discretion, including for both current customers and new customers.

Failure to pay Subscription Fees will result in automatic cancellation of a QUBER Subscription Service.

## **10. Rights you Grant to QUBER**

You authorize QUBER to access and login to your Transaction Source(s) that you connect to your QUBER account on your behalf as your agent using the credentials that you provide to us, including usernames and passwords for the purpose of executing Saving Rules and providing you information on your Spending and Saving.

YOU ARE RESPONSIBLE FOR ENSURING THAT YOUR AGREEMENTS WITH YOUR FINANCIAL INSTITUTIONS PERMIT YOU TO APPOINT QUBER AS YOUR LAWFUL AGENT TO ACCESS YOUR TRANSACTION SOURCE(S).

**Transaction History:** YOU AUTHORIZE QUBER TO EXAMINE, ANALYZE, TRACK AND COLLECT INFORMATION ABOUT YOUR TRANSACTION HISTORY IN ORDER TO:

(I) EXECUTE YOUR SAVING RULES;

(II) SHOW DETAILS ON MONEY IN AND MONEY OUT OF YOUR TRANSACTION SOURCE(S); AND

(III) TO CUSTOMIZE THE QUBER EXPERIENCE FOR YOU.

**QUBER Account:** You acknowledge and authorize QUBER to develop and use your QUBER Account to:

- (i) customize and improve the QUBER Experience;
- (ii) provide you with an overview of your savings and finances;
- (iii) provide you with tips, recommendations and education materials on how to save, organize and manage your finances;
- (iv) provide you with information about third party products or services that can help you organize and manage your finances;
- (v) to conduct statistical research and analysis on an aggregated basis for comparative and historical insights
- (vi) Invite you to participate in surveys, and Sweepstakes, and similar promotions.

## **11. Your Information**

**Ownership:** You retain ownership of Your Information, including all rights therein and relating thereto.

**Aggregated Data:** You grant QUBER a nonexclusive, transferable, assignable, irrevocable, royalty free, worldwide, perpetual license to create Aggregated Data and to use such Aggregated Data, and all modifications thereto and derivatives thereof, for any purpose, including, without limitation, to improve the QUBER experience, to develop new products and services, to understand usage, to build and create data profiles and to conduct statistical research and analysis for comparative and historical insights.

**Transfer:** QUBER may transfer Your Information outside of your country residence (the United States of America) for processing or storage that may be subject to the laws of such foreign jurisdictions. QUBER will have in place and maintain appropriate technical and organizational measures to protect Your Information against unauthorized or unlawful processing, or accidental loss, destruction or damage.

## **12. Term & Termination**

**Term of Agreement:** The term of this Agreement will begin when you register in the QUBER Mobile App (i.e., create a QUBER Account) and will continue until the Terms are terminated by either party as outlined in this Section 12.

**Termination:** In the event that these Terms are terminated or if you remove Your Information from the QUBER Platform, QUBER may maintain Your Information and

may continue to use Your Information pursuant to the licenses granted above, in accordance with its Privacy Policy.

**Termination:** You may terminate this Agreement immediately for any reason with or without cause by closing and deleting your QUBER Account by contacting QUBER at support@qubersavings.com. QUBER may terminate this Agreement immediately upon Notice to you for any reason with or without cause. QUBER will not be liable to you or to any third party for any liabilities, claims or expenses arising from or relating to any termination.

**Suspension:** We may suspend your right to use QUBER if you:

- (i) breach the terms of this Agreement;
- (ii) QUBER suspects that your QUBER Account is being used without authorization;
- (iii) QUBER suspects that your QUBER Account is being used for illegal or fraudulent purposes; or
- (iv) QUBER needs to comply with applicable law.

### **13. Copyright and Trademark Ownership**

The QUBER Platform and its content, features and functionality, including, without limitation, information, text, graphics, logos, button icons, images, audio clips, video clips, data compilations and the design, selection and arrangement thereof (collectively, the “QUBER Content”), are the exclusive property of QUBER, our licensors, or other content suppliers, and are protected by United States and international copyright, trademark, patent and other intellectual property or proprietary rights laws, and may not be used or exploited in any way without our prior written consent.

We are providing you with access to the QUBER Platform pursuant to a limited, nonexclusive, non-sub-licensable, non-transferable, revocable license. You can use the QUBER Platform for personal, non-commercial use, and subject to these Terms and Conditions. This license is available to you as long as you are not barred from the QUBER Platform by applicable law and your access is not terminated by us. If these Terms and Conditions are not enforceable where you are located, you may not use the QUBER Platform. QUBER reserves all right, title, and interest not expressly granted under this license to the fullest extent possible under applicable laws.

Under this license, you may download information from the QUBER Platform and print out a hard copy for your personal, non-commercial use provided that you keep intact and do not remove or alter any copyright or other notice (e.g., trademark, patent, etc.) contained thereon. Except as otherwise expressly stated herein, you may not modify, copy, distribute, display, reproduce, sell, license, or create derivative works from, or otherwise use or exploit, any QUBER Content, in

whole or in part, including any text, images, audio, and video in any manner, without the prior written authorization of QUBER or any applicable third party suppliers. Any unauthorized use of the QUBER Content may violate copyright laws, trademark laws, the laws of privacy and publicity, and applicable regulations and statutes. Any unauthorized use of the QUBER Platform or any QUBER Content automatically terminates the limited licenses set forth in these Terms and Conditions without prejudice to any other remedy provided by applicable law of these Terms and Conditions. You agree to comply with reasonable written requests from us to help us protect our proprietary and intellectual property rights.

## **14. Intellectual Property Rights and License Grant**

Some features on our QUBER Platform, either now or in the future, may allow you to post or submit communications and content on or through the QUBER Platform (“**Your Content**”). You own any intellectual property rights to Your Content, but you automatically grant, or warrant that you and/or the owner of such content has expressly granted QUBER a royalty-free, perpetual, irrevocable, worldwide, unlimited, nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display Your Content in any media or medium, or any form, format, or forum now known or hereafter developed. We may sublicense these rights through multiple tiers of sublicenses. You are responsible for Your Content, and acknowledge that once published, we cannot always remove it. QUBER may, but has no obligation to, monitor or review Your Content or the content posted or submitted by other users of the QUBER Platform. We reserve the right to remove or disable access to any such content for any or no reason. We may take these actions without prior notification.

## **15. User Conduct**

By using the QUBER Platform, you agree not to use the QUBER Platform in any manner that:

- Is designed to interrupt, destroy, or limit the functionality of, any computer software or hardware or telecommunications equipment (including by means of software viruses or any other computer code, files, or programs);
- Interferes with or disrupts the QUBER Platform, services connected to the QUBER Platform, or otherwise interferes with operations or services of the QUBER Platform in any way;
- Infringes any copyright, trademark, trade secret, patent or other right of any party, or defames or invades the publicity rights or the privacy of any person, living or deceased (or impersonates any such person);
- Consists of any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation;

- Causes QUBER to lose (in whole or in part) the services of our Internet service providers or other suppliers;
- Links to materials or other content, directly or indirectly, to which you do not have a right to link;
- Is false, misleading, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, as determined by QUBER in our sole discretion;
- Copies, modifies, creates a derivative work of, reverse engineers, decompiles or otherwise attempts to extract the source code of the software underlying the QUBER Platform or any portion thereof;
- Violates, or encourages anyone to violate these Terms and Conditions, or the Privacy Policy; or
- Violates, or encourages another party to violate, any applicable local, state, national, or international law, regulation, or order.

## **16. Links to External Sites**

The QUBER Platform may contain links to other websites. We are not responsible for the availability of these external websites, nor do we necessarily endorse the activities or services provided by these websites. Under no circumstances shall we be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused to a user in connection with the use of or reliance on any content, goods, or services available on such external websites.

## **17.No Framing**

Without the prior written permission of QUBER, you may not frame, or make it appear that a third-party site is presenting or endorsing, any of the content of the QUBER Platform, or incorporate any intellectual property of the QUBER Platform, QUBER or any of its licensors into another website or other service.

## **18.Claims of Copyright Infringement**

We comply with the Digital Millennium Copyright Act (“DMCA”). If you have a concern regarding the use of copyrighted material on our Services, please contact our agent designated for responding to reports of copyright infringement (“Designated Agent”). In the subject line of your message, please include “Re: Claim of Copyright Infringement.” The contact information for our Designated Agent is as follows: 1-647-325-7823 (telephone); [contactus@qubersavings.com](mailto:contactus@qubersavings.com) (email).

To be effective, the notification must be a written communication that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an email address at which the complaining party may be contacted;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and;
6. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

When we receive a report of copyright infringement, we may give notice to the relevant user by means of a general notice on the Sites, email to the user's address in our records, or written communication sent by first-class mail to the user's physical address in our records. If you receive such a notice, you may provide counter-notification in writing to the Designated Agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from you, under penalty of perjury, that you have a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address, telephone number, and a statement that you consent to the jurisdiction of a federal district court for the judicial district in which your physical address is located, or if your physical address is outside of the United

States, for any judicial district in which we may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

In an effort to protect the rights of copyright owners, we maintain a policy for the termination, in appropriate circumstances, and where technically feasible, of account holders who are repeat infringers.

## **19. Dispute Resolution**

### **PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.**

Your satisfaction with the QUBER Platform is important to QUBER. If you have a complaint regarding QUBER, or with respect to any provision of this Agreement, you must first submit your complaint directly to QUBER [at complaints@qubersavings.com](mailto:complaints@qubersavings.com). QUBER will review your complaint and seek to resolve the complaint to your satisfaction as soon as possible.

If your complaint is not resolved to your satisfaction within thirty (30) days of making the complaint, you agree to resolve the complaint by final and binding arbitration to the extent mandatory arbitration is permitted by applicable law. **ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT TO HAVE A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, COLLECTIVE OR REPRESENTATIVE CAPACITY.** Other rights that you and we would otherwise have in court will not be available or will be more limited in arbitration, including discovery and appeal rights. The complaint shall not be made the subject matter of an action in any court unless the complaint has first been submitted to arbitration and finally determined in arbitration. Any such action commenced thereafter shall only be for the purpose of enforcing the arbitration decision and the costs incidental to the action.

All such disputes shall be exclusively submitted to Judicial Arbitration and Mediation Services (JAMS) ([www.jamsadr.com](http://www.jamsadr.com)) for binding arbitration under its rules then in effect (as modified by this agreement to arbitrate), before one arbitrator to be mutually agreed upon by both parties. The arbitration shall be conducted in accordance with the JAMS Consumer Arbitration Minimum Standards (<https://www.jamsadr.com/consumer-minimum-standards/>) if it is determined by JAMS or the arbitrator that these standards are applicable to the Dispute. The location of any hearings will be determined by the applicable JAMS rules, provided that if the claim is for \$10,000 or less, you may choose to have the arbitration conducted (1) solely on the basis of the documents submitted to the arbitrator or (2) through a non-appearance based hearing by teleconference or videoconference.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any Dispute arising under or relating to the interpretation, applicability, enforceability, or formation of these Terms, including any claim that all or any part of these Terms are void or voidable. For the avoidance

of doubt, you and QUBER agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, or validity of this agreement to arbitrate or the arbitrability of any claim or counterclaim. The arbitrator may award (on an individual basis) any relief that would be available in a court. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof.

Notwithstanding the foregoing, in lieu of arbitration either you or QUBER may (1) bring an individual claim in small claims court in the United States consistent with any applicable jurisdictional and monetary limits that may apply and (2) file an individual claim in court to enjoin the infringement or other misuse of its intellectual property rights, provided that any such claim is brought and maintained on an individual basis.

**Right to Opt Out.** You have the right to opt out of the provisions of the agreement to arbitrate set forth in this Section 19 by sending written notice of your decision to opt out within 30 days after first becoming subject to this agreement to arbitrate. Your notice must include an unequivocal statement that you wish to opt out of this agreement to arbitrate, your name and address, the email address you have provided to QUBER, or if you have not previously provided an email address to QUBER, an email address at which you can be reached. The notice must be sent to QUBER at [contactus@qubersavings.com](mailto:contactus@qubersavings.com). If you opt out of this agreement to arbitrate, all other parts of this Agreement will continue to apply to you. You acknowledge and agree that your decision to opt out of arbitration with QUBER will not affect the opt-out rights of any other users.

## **20. Warranty**

QUBER represents and warrants that it will provide the service described herein in a professional manner consistent with general industry standards. Your exclusive remedy for a breach of this warranty shall be as provided in the Term & Termination section.

**Warranty Disclaimer:** SOME STATES DO NOT ALLOW FOR THE EXCLUSION OF WARRANTIES. IN THESE STATES, YOU HAVE ONLY THE WARRANTIES THAT ARE EXPRESSLY REQUIRED TO BE PROVIDED IN ACCORDANCE WITH APPLICABLE LAW. IN ALL OTHER STATES, EXCEPT AS EXPRESSLY PROVIDED HEREIN, QUBER IS PROVIDED TO YOU ON AN "AS IS" BASIS WITHOUT ANY WARRANTY WHATSOEVER AND QUBER EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION, WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON INFRINGEMENT, OR ANY WARRANTY ARISING FROM A COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE. YOUR SOLE AND EXCLUSIVE REMEDY, AND QUBERS SOLE OBLIGATION TO YOU OR ANY THIRD PARTY FOR ANY CLAIM ARISING OUT OF YOUR USE OF QUBER, IS THAT YOU ARE FREE TO DISCONTINUE YOUR USE OF QUBER AT ANY TIME. NO ORAL OR WRITTEN

INFORMATION OR ADVICE GIVEN BY QUBER OR A REPRESENTATIVE SHALL CREATE A WARRANTY. WE DO NOT GUARANTEE THAT THE QUBER PLATFORM WILL MEET YOUR REQUIREMENTS, OR THAT THEY ARE ERROR-FREE, RELIABLE, WITHOUT INTERRUPTION OR AVAILABLE AT ALL TIMES. WE DO NOT GUARANTEE THAT THE SERVICES THAT MAY BE OBTAINED FROM THE USE OF THE QUBER PLATFORM, INCLUDING ANY SUPPORT SERVICES, WILL BE EFFECTIVE, RELIABLE, AND ACCURATE OR MEET YOUR REQUIREMENTS. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE QUBER PLATFORM (EITHER DIRECTLY OR THROUGH THIRD-PARTY NETWORKS) AT ALL TIMES OR LOCATIONS OF YOUR CHOOSING.

FURTHER, QUBER DOES NOT ENDORSE AND MAKES NO WARRANTY REGARDING THE ACCURACY OR RELIABILITY OF ANY OPINION, INFORMATION, ADVICE OR STATEMENT ON THE QUBER PLATFORM. UNDER NO CIRCUMSTANCES WILL QUBER BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE CONTENT ON THE QUBER PLATFORM. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION, OPINION, ADVICE OR OTHER CONTENT AVAILABLE THROUGH THE QUBER PLATFORM. PLEASE SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY SPECIFIC INFORMATION, OPINION, ADVICE OR OTHER CONTENT ON THE QUBER PLATFORM.

## **21.Limitation of Liability**

SOME STATES DO NOT PROVIDE EXCLUSION OF LIMITATION OF LIABILITY FOR ALL TYPES OF DAMAGES. IN THOSE STATES, QUBER WILL ONLY BE LIABLE TO YOU FOR DAMAGES THAT WE ARE EXPRESSLY REQUIRED TO BE LIABLE TO YOU UNDER APPLICABLE LAW. IN ANY OTHER CASE, QUBER SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU IN CONNECTION WITH YOUR USE OF QUBER, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF PROFIT, LOST OPPORTUNITIES, LOSS OF DATA SUFFERED, OR OTHER INTANGIBLE LOSS. QUBER'S LIABILITY FOR DIRECT DAMAGES SHALL NOT EXCEED \$100.00. THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION AND EVERY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT, STRICT LIABILITY AND NEGLIGENCE.

**Connectivity:** QUBER SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS, TELECOMMUNICATIONS NETWORKS OR OTHER SYSTEMS OR NETWORKS OUTSIDE THE REASONABLE CONTROL OF QUBER

## **22.Indemnification**

You agree to indemnify and hold QUBER, our affiliated companies and their respective agents, employees, directors and officers, harmless from any claim or

demand, cause of action, liabilities and costs including reasonable lawyer's fees made by any third party due to or arising out of:

- (i) your use of the QUBER Mobile App, QUBER Platform, or Services,
- (ii) your violation of this Agreement,
- (iii) any misrepresentations made by you,
- or (iv) your violation of any third party's rights.

QUBER reserves the exclusive right, at your expense, to conduct the defense and assume control of any matter, subject to indemnification by you, in which event you shall cooperate with QUBER in asserting any and all available defenses.

## **23. General Provisions**

**Assignment:** No party may assign this Agreement or any right under this Agreement, without the consent of the other party, which consent shall not be unreasonably withheld or delayed; provided however, that QUBER may assign this Agreement to an acquirer of all or substantially all of the business of QUBER to which this Agreement relates, whether by merger, asset sale or otherwise. This Agreement shall be binding upon and inure to the benefit of the parties' successors, heirs, administrators and permitted assigns.

**Consent to Electronic Notices and Communications:** Except as otherwise permitted in this Agreement, Notice and other communications under this Agreement will be made in writing to the other party. YOU AGREE THAT ALL NOTICES, COMMUNICATIONS, FINANCIAL INFORMATION WILL BE DELIVERED TO YOU ELECTRONICALLY. You will receive offers, promotions and other commercial electronic communications from QUBER and its promotional partners as an integral part of the QUBER experience. You can unsubscribe at any time by using the unsubscribe links provided in these electronic communications or by contacting QUBER Technologies Inc. at [support@qubersavings.com](mailto:support@qubersavings.com).

**Waiver:** No waiver shall be effective unless it is in writing and signed by the waiving party. The waiver by either party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach.

**Severability:** If any term of this Agreement is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this Agreement shall remain in full force.

**Entire Agreement:** This Agreement (including all agreements referred to and incorporated herein and all Additional Terms (defined below) sets forth the entire agreement of the parties and supersedes all previous oral and written communications by the parties, concerning the subject matter of this Agreement. Please note that additional or different terms may apply to your

access and use of certain Services (“**Additional Terms**”). Where applicable, other Additional Terms will be provided, displayed, or otherwise made accessible to you at or before the time you subscribe to or enroll for Services to which the Additional Terms apply. Any such Additional Terms are incorporated into and supplement this Agreement. In the event of a conflict between the terms of this Agreement and any Additional Terms, the Additional Terms will govern to the extent of the conflict.

**Governing Law:** This Agreement shall be governed by the laws of the State of Delaware and the federal laws applicable therein (including federal arbitration law) without regard to the principles of conflict of laws. You further agree that any claims that are not subject to the arbitration requirement in this Agreement will be brought and maintained solely on an individual basis and not as part of any class, consolidated, collective or representative capacity, and that you waive your right to a jury trial with respect to any such action.

**Notice to California Residents:** Pursuant to California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights information: The provider of Services is QUBER Savings, Inc. You may reach QUBER at 232 Botsford St, Second Floor, Moncton NB, E1C 4X7, CANADA and 1-833-237-5195 or at [complaints@qubersavings.com](mailto:complaints@qubersavings.com). California residents may also reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

**Compliance with Laws:** QUBER reserves the right to change any process or service provided under the Agreement in or to comply with all applicable local, provincial, national and foreign laws in connection with its delivery of QUBER, including those laws related to financial services, data privacy, international communications, and the transmission of technical or personal data.

**Force Majeure.** Notwithstanding anything to the contrary contained in this Agreement, neither party shall be liable for any delays or failures in performance resulting from acts beyond its reasonable control including without limitation, acts of God, pandemics or epidemics, acts of war or terrorism, acts or orders of government, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties or civil unrest. Provided, however, that in the event of any such occurrence, each party agrees to make a good faith effort to perform its obligations hereunder.

## **24. Client Acknowledgement**

BY ACCEPTING THESE TERMS & CONDITIONS AND REGISTERING THROUGH THE QUBER MOBILE APP, YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT AND THAT YOU HAVE HAD AN OPPORTUNITY TO SEEK TAX, LEGAL AND OTHER PROFESSIONAL ADVICE. YOU

AGREE TO ENTER INTO THE AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. **YOU AGREE TO PRINT OR SAVE AN ELECTRONIC COPY AND RETAIN THIS CONSENT AND AUTHORIZATION.**

The following agreements, disclosures, and notices also apply. Please click the links below to review these additional agreements, disclosures, and notices.

→ **Funds Availability Agreement**

→ **Error Resolution Disclosure**

→ **Consumer ACH Authorization and Agreement**

→ **Privacy Notice**

→ **E-Sign Consent Disclosure**

→ **Truth in Savings Disclosure**