

# Terms of Service

Updated: Jan 22, 2024

Welcome to Exto Inc. doing business as Atlas.

## 1. Our Terms of Service

These Terms of Service (“**Terms**”) between Exto Inc. doing business as Atlas, its subsidiaries, affiliates, agents, service providers, and assigns (“**Atlas**,” “**us**,” “**we**,” “**our**”) and you (“**you**,” “**your**”), the end user of our website ([www.AtlasFin.com](http://www.AtlasFin.com)) (the “**Site**”) and mobile app (the “**App**”), govern your use of our products and services we may offer through this Site and the App from time to time, which we refer to collectively as our “**Services**”.

***PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTIONS) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST ATLAS ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.***

Some of the Services may be subject to our additional terms, conditions, agreements, policies, guidelines, rules and schedules, which will be posted or made available separately from these Terms when the Service is offered (“**Additional Terms**”), including, without limitation, our Privacy Policy, located at [AtlasFin.com/policies](http://AtlasFin.com/policies), and the AAA Rules (described below). Such Additional Terms are incorporated into and form a part of these Terms. If there is a conflict between these Terms and the Additional Terms, the Additional Terms will control. For purposes of these Terms, “business days” means Monday through Friday. Holidays are not included.

## 2. Changes to These Terms; Modifications to Services

We may change provisions of these Terms at any time, including when there are changes in our Services, technology, or laws, or for other reasons. If we do, we will provide notice by posting the updated Terms on the Site or App. Any changed Terms will become effective immediately after they are posted and will apply prospectively to your use of our Services after the changes become effective, except that changes addressing

modifications to our Services or new functions or changes made for legal reasons may be effective immediately, with or without notice to you. Your continued use following the effective date of any changes will constitute your acceptance of those changes. If you do not agree to any changed Terms, you must discontinue using our Services. We may discontinue, temporarily or permanently, our Services, or any part of our Services, or otherwise change the Services we offer with or without notice. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuance of our Services.

### **3. Consent to Doing Business Electronically; Communications**

Because our platform operates on the Internet, you consent to transact business with us electronically. You agree that we may provide notices to you by electronic means, for example, by posting it on our Site or App, sending you an in-App message, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us. All notices by any of these methods will be deemed received by you no later than the earlier of when received or 24 hours after sent to the contact information you provided, except for notice by postal mail, which will be deemed received by you no later than the earlier of when received or 3 business days after it is mailed to the most recent address we have on file for you. You consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf for any purpose, at any telephone number or physical or electronic address you provide or at which you may be reached. You represent that the telephone numbers that you have provided to us are your contact numbers. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to promptly alert us whenever you stop using a particular telephone number, including a mobile telephone number. You consent to receive SMS messages (including text messages), calls, and messages (including pre-recorded, artificial voice, and autodialed or automatically texted) from us, our agents, representatives, affiliates, or anyone calling or texting on our behalf at the specific numbers you have provided to us, or numbers we can reasonably associate with you (through skip trace, caller ID capture, or other means), with information or questions relating to you or our Services. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave a message on your answering machine or voicemail, or send a message by text. Calls may be recorded.

You may also elect to receive promotional messages from us. To unsubscribe from promotional text messages at any time, reply STOP to any text message you receive from us. You consent that following such a request to unsubscribe, you may receive a text message from us confirming your request to opt out of promotional messages. We may continue to send you informational text messages about our Services or your account even if you opt out of promotional messages.. For more information, please see our

## Mobile Terms.

Where you have enabled this functionality, you also agree to receive alerts about your activity, balances, payments, suspicious activities, and other matters involving your use of the Site or App or the Services through push notifications to your smartphone or other device. Receipt of push notifications may be delayed or prevented by factors beyond our control, including those affecting your internet/phone provider. We are not liable for losses or damages arising from non-delivery, delayed delivery, or the erroneous delivery of any push notification; inaccurate push notification content; or your use or reliance on the content of any push notification for any purposes. Each push notification may not be encrypted, and may include your name and information pertaining to your User Account or use of the Site or App. We may terminate our use of push notifications at any time without notice. You may choose to discontinue receiving push notifications by updating your preferences on your smartphone or device. You acknowledge and agree that standard call, message, and data rates charged by your carrier apply to all communications by or with us. In the event you change or deactivate your mobile telephone number, e-mail address, mailing address, or any other contact information you have provided, you agree to promptly update your contact information.

### **4. Accessing and Using Our Services Provision of Certain Services; Account Application.**

Our Services may include access to and maintenance of certain consumer financial products and accounts (each, a **“Atlas Account”**) offered in partnership with Patriot Bank, other banking partners, or their successors (**“Partners”**).

In order to use the payment functionality of the Atlas application, you must open a "Dwolla Account" provided by Dwolla, Inc. and you must accept the [Dwolla Terms of Service](#) and [Privacy Policy](#). Any funds held in or transferred through your Dwolla Account are held or transferred by Dwolla's [financial institution partners](#). You must be at least 18 years old to create a Dwolla Account. You authorize Atlas to collect and share with Dwolla your personal information including full name, date of birth, social security number, physical address, email address and financial information, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Dwolla Account through the Atlas application, and Dwolla account notifications will be sent by Atlas, not Dwolla. Atlas will provide customer support for your Dwolla Account activity, and can be reached at [support@AtlasFin.com](mailto:support@AtlasFin.com) and/or 415-417-1706.

We or our Partners may limit or deny your access to any other aspect of the Service for any reason, subject to applicable law. In order to obtain an Atlas Account, you must accept Additional Terms between you and our Partners, which provide the terms and conditions under which you may use the Atlas Account.

Any and all withdrawals shall be contingent upon the preliminary settlement of any and all outstanding balances accruing to the account.

## **5. User Account Registration; Security.**

If you are over the age of 18, you may be presented with the opportunity or requirement to create an online account to use certain parts of the Site or App ("**User Account**") or to apply for, open, view or use certain limited features of an Atlas Account, or to access other features of the Service. As set forth in these Terms, the User Account may be used to send or receive P2P transfers, refer friends to Atlas, receive referral credits, and access or view other features of the Service we make available through the User Account from time to time.

To create a User Account, you may be required to pick a username, password, and/or other access credentials. Registration data and certain other information about you is governed by our Privacy Policy. You are responsible for maintaining the confidentiality of your access credentials, and for restricting access to your computer and any other devices you use to access your User Account, and you agree to accept responsibility for all activities that occur using the User Account or your access credentials. You may not assign or otherwise transfer your User Account to any other person. You acknowledge that we are not responsible for third party access to any User Account access that results from theft or misappropriation of the User Account or access credentials. We reserve the right, in our sole discretion, to refuse or cancel Services, terminate User Accounts, or remove or edit Content (as defined in Section 7 below). You agree to (a) immediately notify us of any unauthorized use of your access credentials or User Account or any other breach of security and (b) ensure that you exit from your User Account at the end of each session when accessing our Services. We will not be liable for any loss or damage arising from your failure to comply with this provision.

## **6. Mobile Services; Special Terms Regarding Apple-Enabled Software Applications, Google Play Applications.**

We may offer Services that are available via a mobile device, including the ability to access certain features through the App (collectively, the "**Mobile Services**"). To the extent you access our Services, or send or receive any communications with us through a mobile device, your wireless service carrier's standard charges, data rates, and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using our Mobile Services, you agree that we may communicate with you by SMS, MMS, text message, or other electronic means to your mobile device and, as a result, that certain information about your usage of our Mobile Services may be communicated to us. The App and other Software (defined below in Section 13(a)) may be made available through the Apple, Inc. ("**Apple**") App Store, Google Play Store, Android Marketplace or other distribution channels ("**Distribution Channels**"). If you obtain such

Software through a Distribution Channel, you may be subject to additional terms of the Distribution Channel. These Terms are between you and us only, and not with the Distribution Channel. To the extent that you use any other third party products and services in connection with your use of our Services, you agree to comply with all applicable terms of any agreement for such third-party products and services. With respect to Software that is made available for your use in connection with an Apple-branded product (such Software, “**Apple-Enabled Software**”), in addition to the other terms and conditions set forth in these Terms, the following terms and conditions apply:

- a) Atlas and you acknowledge that these Terms are between Atlas and you only, and not with Apple, and that as between Atlas and Apple, Atlas, not Apple, is solely responsible for the Apple-Enabled Software and its content.
- b) You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the Apple App Store Terms of Service.
- c) Any license we may give you to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS product that you own or control, as permitted by the Usage Rules set forth in the Apple App Store Terms of Service.
- d) Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.
- e) Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty, which will be Atlas’s sole responsibility, to the extent it cannot be disclaimed under applicable law.
- f) Atlas and you acknowledge that Atlas, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including: (i) product liability claims; (ii) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- g) In the event of any third party claim that the Apple-Enabled Software or the end-user’s possession and use of that Apple-Enabled Software infringes that third party’s intellectual property rights, as between Atlas and Apple, Atlas, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.
- h) You represent and warrant that (i) you are not located in a country that is subject

to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

i) If you have any questions, complaints or claims with respect to the Apple-Enabled Software, they should be directed to Atlas as follows: By email: [support@AtlasFin.com](mailto:support@AtlasFin.com); By mail: Atlas c/o Exto Inc., 300 Coventry Rd., Kensington, CA 94707. Atlas and you acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of these Terms with respect to the Apple-Enabled Software, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you with respect to the Apple-Enabled Software as a third party beneficiary. If you obtain an Atlas Account, we may permit you to add a card or other access device associated with your Atlas Account (“Card”) to a digital wallet, such as Apple Pay or Google Pay (each a “Digital Wallet”) to make transactions using an eligible mobile device in lieu of your Card at all merchants and terminals where your Card and the Digital Wallet are accepted. The use of a Digital Wallet is subject to the Digital Wallet Supplemental Terms and Conditions (“Digital Wallet Terms”), which are incorporated herein by reference, and any violation of or non-compliance with the Digital Wallet Terms is also a violation of these Terms.

j) By downloading the App from Google Play (or its successors) operated by Google, Inc. or one of its affiliates (“Google”), you specifically acknowledge and agree that: 10.1.1 To the extent of any conflict between (a) the Google Play Terms of Services and the Google Play Business and Program Policies or such other terms which Google designates as default end user license terms for Google Play (all of which together are referred to as the (“Google Play Terms”), and (b) the other terms and conditions in these Terms, the Google Play Terms shall apply with respect to your use of the App. 10.1.2 Google does not have any responsibility or liability related to compliance or noncompliance by Atlas or you (or any other user) under these Terms or the Google Play Terms. 10.1.3 You must contact us concerning any defects or performance issues in the Platforms. Atlas is solely responsible for providing, and Google has no obligation to provide, maintenance and support for the Platforms. 10.1.4 These Terms are solely between you and Atlas only, and not with Google. Google is only a provider of the Google Play Store where you acquired the Platforms (“Google-Sourced Software”). Atlas, and not Google, is solely responsible for its Google-Sourced Software. Your use of Google-Sourced Software must comply with Google’s then-current Google Play Store Terms of Service. 10.1.5 Google has no obligation or liability to you with respect to Google-Sourced Software or the Terms.

## **7. Overview of Services**

Atlas offers a variety of services and features collectively referred to in this Agreement as the “Services”. These Services include:



- a) Personal Financial Management Services: A suite of services you can subscribe to that allow you to link external account(s) to Atlas, transfer balances between accounts, access and track your credit score, manage subscriptions, and access discounts, rewards and offers from our network of merchants.
- b) Atlas Credit Card Services: Optional and exclusive access to the Atlas Mastercard® credit account for users that want to build and access credit.

For Atlas card benefits, certain terms, conditions and exclusions apply. Please refer to your [Guide to Benefits](#) for further details about Cell Phone Protection, Extended Warranty Protection, Auto Rental Coverage, and Emergency Assistance when Traveling.

## **8. Atlas Personal Financial Management Services**

### **8.1 Overview of the Atlas Personal Financial Management Services:**

If you subscribe to the Personal Financial Management Services, you will have access to services to:

- a) Link and monitor external bank accounts to transfer funds and track balances to avoid overdraft fees. Atlas will monitor your linked bank account (“Linked Account”) and let you know when you are in danger of having insufficient funds in external linked accounts to avoid overdraft fees while initiating ACH transfers.
- b) Payment services to transfer funds between linked accounts
- c) Service to access and track your credit score
- d) Access to discounts and offers from our network of merchant partners helping you save money in a variety of intelligent and automated ways.

### **8.2 Membership Fee**

Atlas charges a \$8.99 membership fee per month, or \$89 per year in the annual plan. These services include connections to external bank account(s), opening and maintaining an Atlas card account, an Atlas deposit account, payment services to transfer funds to the Atlas account, credit score monitoring, and aggregated offers from networks for merchants. The annual plan may include some additional benefits like a metal card, priority support, and rent credit building. For rent credit building additional terms will apply.

Atlas deducts the Membership from your Linked Account. The fee will be charged regardless of the account balance or status of Linked Account connection. If you are experiencing connectivity issues, please try to update your connected bank’s log-in credentials. If the Membership charge fails, by agreeing to these terms, you authorize Atlas to process any failed or missed Membership charges together with the following month’s Membership. Should all attempts fail, Atlas reserves the right to charge the fee from either one of your Linked Accounts. You will be billed on a monthly basis or annual basis, depending on your chosen membership fee option. You may either pause your

subscription through the Mobile App or notify us by email at [support@atlasfin.com](mailto:support@atlasfin.com) if you do not want to renew your subscription.

### 8.3 Refunds

Membership subscription fees are non-refundable. Membership subscription fees are non-refundable, though Atlas may, in its sole discretion, provide partial rebates of subscription fees based on the circumstances.

### 8.4 TIN/Backup Withholding

We are required by federal law to obtain your correct taxpayer identification number (**TIN**) in order to avoid potential backup withholding and to report any interest income paid to you in connection with your Dwolla account. If you are subject to backup withholding or if the Internal Revenue Service (**IRS**) notifies us that we do not have a correct TIN for you, we may be required to withhold and remit to the IRS a percentage of interest paid (backup withholding). Amounts withheld are reported to the IRS as federal tax withheld and will be reflected on your IRS Form 1099-INT, Interest Income. A TIN may be your SSN if your Atlas Card Account is in your name and you are either a U.S. citizen, permanent resident, or otherwise eligible to receive an SSN.

## 9. Credit and Debit Authorization

If you enroll in the Personal Financial Management Services, you authorize Atlas to electronically debit your Payment Method for the Membership Fee once each month. As applicable, you also authorize Atlas to electronically debit and credit your Payment Method to correct erroneous debits and credits. You have the right to receive notice of any debit for the Membership Fee that would vary in amount from a previous Membership Fee, but you agree that we only need to notify you in advance if a particular debit from your Payment Method would be more than \$8.99 per month (or \$89 per year for the annual plan). (Our policy is that no single debit will exceed \$89, so we expect not to provide you with advance notice of each ongoing debit from your Payment Method.) You acknowledge that, as applicable, the electronic authorization contained in this Section represents your written authorization for automated clearinghouse ("ACH") and debit card transactions as provided herein and will remain in full force and effect until you notify Atlas that you wish to revoke this authorization by emailing [support@atlasfin.com](mailto:support@atlasfin.com). You must notify Atlas at least three (3) business days before the scheduled debit date in order to cancel this authorization. When you call or email, please include the name and email address associated with your User Account. Failure to provide correct and complete information may make it impossible for Atlas to stop withdrawal of the preauthorized transaction. You agree to indemnify and hold Atlas harmless from and against any loss incurred as a result of its withdrawal of a pre-authorized debit transaction from your Payment Method if any of the information relied upon in your request to stop payment is incorrect or incomplete. If you have followed the instructions in this section to notify Atlas of your desire to revoke your authorization at least three (3) business days before the scheduled debit date, Atlas will be liable for your losses



or damages directly caused by our failure to stop any pre-authorized transaction. If we do not receive notice at least three (3) business days before the scheduled debit date, we may attempt, in our sole discretion, to cancel the transaction. However, we assume no responsibility for our failure to do so. You warrant and represent to Atlas that you have the right to authorize us to charge and credit your Payment Method for payments due to us under this Agreement. If you have a joint Linked Account, you represent and warrant that you have the authority to (a) bind the absent account holder; and (b) enter into this Agreement independently. You agree to indemnify and hold Atlas harmless from any claims by any other owner of the Linked Account. You represent that you are capable of saving or otherwise storing a copy of this electronic authorization for your records, and the credit and debit transactions you request comply with applicable law.

## 10. Prohibited Activities

You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages, or other materials (“**Content**”) that you may upload, post, publish, or display (hereinafter, “**Upload**”), email, or otherwise use via our Services. The following are examples of the kind of Content and/or use that is illegal or prohibited. We reserve the right to investigate and take appropriate legal action against anyone who, in our sole discretion, violates this section, including removing the offending Content from our Services, suspending or terminating the User Atlas Account(s) of such violators, and reporting such violators to law enforcement authorities. You agree to not use our Services to:

- a) Email or otherwise Upload any Content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to Upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” “contests,” “sweepstakes,” or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another’s privacy, hateful racially, ethnically, or otherwise objectionable; or (vii) in our sole judgment, is objectionable or which restricts or inhibits any other person from using or enjoying our Services, or which may expose us or our users to any harm or liability of any type;
- b) Interfere with or disrupt our Services, servers, or networks connected to our Services, or disobey any requirements, procedures, policies, or regulations of networks connected to our Services;
- c) Violate any applicable local, state, national, or international law, or any regulations having the force of law;

- d) Create or control more than one User Account or Atlas Account for yourself;
- e) Send or receive what we or our Partners reasonably believe may be fraudulent or unauthorized transactions;
- f) Engage in activity that may result in complaints, disputes, chargebacks, reversals, fees, fines, penalties or other liability or losses to you, us, our Partners, other Atlas users, or third parties;
- g) Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- h) Solicit personal information from anyone through our Services;
- i) Harvest or collect email addresses or other contact information of other users from our Services by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- j) Advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
- k) Further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
- l) Obtain, or otherwise attempt to access or obtain, any materials or information through any means not intentionally made available or provided for through our Services.

## **11. Territorial Restrictions**

Software available in connection with our Services and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from our Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using our Services is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all domestic and foreign laws regarding your use of our Services, including as it concerns online conduct and acceptable Content.

## **12. Commercial Use Prohibited**

All Services we offer are intended solely for your personal use. Unless otherwise expressly authorized in these Terms or in our Services, you agree not to use, display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer, or upload for any commercial purposes our Services or any part of our Services, including use of or access to our Services, or those of third parties.

## **13. Illegal Transactions and Internet Gambling**

You must not use our Services, including the Mobile Services, Services accessed through our Site, and your Atlas Account, for any illegal purpose or internet gambling. You must not use your Atlas Account to fund any account that is set up to facilitate internet gambling. We, our Partners or any service provider may deny transactions or

authorizations from merchants that are apparently engaged in or are identified as engaged in the internet gambling business.

#### 14. Intellectual Property Rights

a) **Services Content, Software, and Trademarks.** You acknowledge and agree that our Services may contain Content or features (“**Services Content**”) that are protected by copyright, patent, trademark, trade secret, or other proprietary rights and laws. Except as expressly authorized by us, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on our Services or the Services Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below in Section 11(c)) that you legally Upload to our Services. In connection with your use of our Services you will not engage in or use any data mining, robots, scraping, or similar data gathering or extraction methods. If you are blocked by us from accessing our Services (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of our Services or the Services Content other than as specifically authorized in these Terms is strictly prohibited. The technology and software underlying our Services or distributed in connection with our Services are the property of Atlas, our affiliates, and our partners (the “**Software**”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted in these Terms are reserved by us. Other product and service names and logos used and displayed via our Services may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to us. Nothing in these Terms, any Additional Terms or our Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Trademarks displayed on our Services, without our prior written permission in each instance.

b) **Third Party Material** Under no circumstances will we be liable in any way for any Content or materials of any third parties (including users), including for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content. You acknowledge that we do not pre-screen Content, but that we and our designees will have the right (but not the obligation) in our and their sole discretion to refuse or remove any Content that is available via our Services. Without limiting the foregoing, we and our designees will have the right to remove any Content that violates these Terms or is deemed by us, in our sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

c) **User Content Transmitted Through our Services.** With respect to the Content or other materials you Upload through our Services or share with other users or recipients, including any content uploaded to a third-party website that references Atlas or is in response to a call to action or inquiry of Atlas, to the maximum extent permissible

according to the terms of such third-party website (collectively, “**User Content**”), you represent and warrant that you own all right, title, and interest in and to such User Content, including all copyrights and rights of publicity. By Uploading any User Content you grant us and our affiliates a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, and irrevocable license to copy, display, upload, perform, distribute, store, modify, and otherwise use your User Content solely in connection with the operation of our Services in any form, medium, or technology now known or later developed. For User Content uploaded to a third-party website, the foregoing license grant is only to the maximum extent permissible according to the terms of such third-party website. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information about our Services, submitted by you to us are non-confidential, and we will be entitled to the unrestricted use and dissemination of these submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You understand that the technical processing and transmission of our Services, including your User Content, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices.

## 15. Referral Program

a) **Referral Program.** We may offer users the opportunity to participate in a program that rewards users for referring their friends and family members to Atlas (“**Referral Program**”).

b) **Earning Rewards.** We may provide you the opportunity to receive a promotional reward (“**Reward**”) for referring a friend to Atlas using a unique referral code issued by Atlas when you or they create an Atlas Account or User Account. Rewards may be issued as Promotional Credit to your User Account or Atlas Account, or by other means we select from time to time. In order to earn Rewards, the unique referral code must be provided to your friend, your friend must enter the unique referral code when he or she signs up for a User Account, and both the referrer and the friend referred must open separate Atlas Accounts. When this occurs, Atlas will issue a Reward and automatically redeem it by transferring a specified amount of cash to your Atlas Account and/or to the Atlas Account of the friend that was referred. The amount of Rewards you earn for a referral, and the amount of cash for which a Reward may be redeemed, may vary from time to time in our sole discretion. We may offer temporary promotions pursuant to which you may earn a certain amount of Rewards for referrals made during the specified promotional period, and these promotions may be subject to additional terms and conditions that you are required to accept and are incorporated into these Terms by reference. Unless otherwise specified by the terms of a promotion, you may only earn one Reward per Atlas Account opened by a friend you referred, even if you referred two or more friends who each become owners of the same Atlas Account. You may not earn any Rewards if your Atlas Account is past due, canceled, has a returned payment outstanding, or is otherwise in default. Rewards are issued solely for loyalty, awards, and

promotional purposes. You may not use your Rewards for a business or commercial purpose. Rewards have no cash value until and unless Atlas credits your Atlas Account, as described above. Rewards are not your property and you cannot transfer Rewards to any other person. Rewards can't be transferred by operation of law, such as by inheritance, bankruptcy, or in connection with a divorce. Rewards remain the property of Atlas until Atlas credits them to your Atlas Account. Atlas reserves the right to decline to credit your Atlas Account for Rewards earned at any time and for any reason, subject to applicable law. If we, in our sole discretion, determine that you have engaged in abuse, misuse, or fraud in connection with earning Rewards or that you attempt to do so, we may take any action, including: (i) take away any Rewards in your Atlas Account; (ii) temporarily suspend your ability to earn Rewards or receive a credit to your Atlas Account for Rewards previously earned; (iii) terminate your participation in the Rewards Program; and/or (v) cancel your User Account and/or Atlas Account.

c) **Amendments, Restrictions, Termination.** We may add to, terminate, and/or change the Referral Program at any time with or without notice to you. For example, we could change the amount of Rewards you can earn for referrals, impose caps and/or fees on earning and/or using Rewards, place restrictions on or terminate your ability to earn or redeem Rewards, terminate your membership in the Referral Program, or terminate all or parts of the Referral Program. You acknowledge that in the event we make these changes, you may no longer be able to earn Rewards. If you or we close one or more of your Atlas Account(s) for any reason, we may immediately require you to forfeit all of your ability to earn Rewards.

d) **Fees, Taxes.** There is no fee to participate in the Referral Program. It is your responsibility to find out if you are liable for any federal, state, or local taxes as a result of earning Rewards.

## 16. Third Party Websites

Our Services may provide, or third parties may provide, links or other access to other sites and resources on the Internet. We have no control over such sites and resources, and we are not responsible for and do not endorse such sites and resources. You further acknowledge and agree that we will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Content, events, goods, or services available on or through any such site or resource. Any dealings you have with third parties found while using our Services are between you and the third party, and you agree that we are not liable for any loss or claim that you may have against any such third party. You may enable or log in to certain Services via various online third-party services, such as social media and social networking services like Facebook or Twitter ("**Social Networking Services**"). To take advantage of this feature and capabilities, we may ask you to authenticate, register for, or log into Social Networking Services on the websites of their respective providers. As part of such integration, the Social Networking Services will provide us with access to certain information that you have provided to such Social Networking Services, and we will use,

store, and disclose such information in accordance with our Privacy Policy. For more information about the implications of activating these Social Networking Services and our use, storage, and disclosure of information related to you and your use of such Social Networking Services in connection with the Services (including your friend lists and the like), please see our Privacy Policy at [AtlasFin.com/policies](https://AtlasFin.com/policies). However, please remember that the manner in which Social Networking Services use, store, and disclose your information is governed solely by the policies of those Social Networking Services, and we have no liability or responsibility for the privacy practices or other actions of any third-party site or service that may be enabled within the Service. In addition, we are not responsible for the accuracy, availability, or reliability of any information, Content, goods, data, opinions, advice, or statements made available in connection with Social Networking Services. As such, we are not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Social Networking Services. We enable these features merely as a convenience and the integration or inclusion of such features does not imply an endorsement or recommendation.

#### **17. Indemnity and Release**

You agree to release, indemnify, and hold us, our third party product providers, our and their affiliates, officers, employees, directors, and agents harmless from any and all losses, damages, fines, penalties, fees, costs and expenses, including reasonable attorneys' fees, claims, actions of any kind, and injury (including death) arising out of or relating to your use of our Services, any Content, your connection to our Services, your violation of these Terms, or your violation of any rights of another. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

#### **18. Disclaimer of Warranties**

YOUR USE OF OUR SERVICES IS AT YOUR SOLE RISK. OUR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT OUR SERVICES WILL MEET YOUR REQUIREMENTS, THAT OUR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR SERVICES WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH OUR SERVICES WILL MEET YOUR EXPECTATIONS.



## **19. Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ATLAS AND ANY THIRD PARTY PRODUCT PROVIDERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, INCLUDING DAMAGES FOR LOSS OF GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF ATLAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, RESULTING FROM: (a) THE USE OR THE INABILITY TO USE OUR SERVICES; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM OUR SERVICES; (c) UNAUTHORIZED ACCESS TO, OR ALTERATION OF, YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR SERVICES; OR (e) ANY OTHER MATTER RELATING TO OUR SERVICES. IN NO EVENT WILL ATLAS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID ATLAS IN THE LAST SIX (6) MONTHS OR, IF GREATER, \$100. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF OUR SERVICES OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF OUR SERVICES.

## **20. Termination**

You agree that we, in our sole discretion, may suspend, restrict access to, or terminate your User Account (or any or all of your Atlas Account(s)) or use of our Services and remove and discard any Content within our Services, for any reason, including for lack of use or if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of our Services may be referred to appropriate law enforcement authorities. You agree that any termination of your access to our Services under any provision of these Terms may be effected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your User Account, all related information and files in these User Accounts and/or bar any further access to such files or our Services, subject to applicable law. Further, you agree that we will not be liable to you or any third party for any termination of your access to our Services.

## **21. Interactions with Other Users**

You agree that you are solely responsible for your interactions with any other user in connection with our Services, and we will have no liability or responsibility with respect to your interactions. We reserve the right, but have no obligation, to become involved in any way with disputes between you and any other user of our Services.

## 22. General

These Terms constitute the entire agreement between you and us and govern your use of our Services, superseding any prior agreements between you and us with respect to our Services. You also may be subject to additional terms and conditions that may apply when you use affiliate or third-party services, third-party Content, or third-party software. These Terms will be governed by the laws of the State of California without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth below, you and we agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within San Mateo County, California. Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of our Services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of these Terms and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms without our prior written consent, but we may assign or transfer these Terms, in whole or in part, without restriction.

## 23. State Disclosures California Residents.

Under California Civil Code Section 1789.3, users from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. A married applicant may apply for a separate account. If our Partners takes any adverse action pursuant to § 1785.3 of the California Civil Code and the adverse action is based, in whole or in part, on any information contained in a consumer credit report, you have the right to obtain within 60 days a free copy of your consumer credit report from the consumer reporting agency who furnished the consumer credit report and from any other consumer credit reporting agency that complies and maintains files on consumers on a nationwide basis. **Massachusetts Residents.** Massachusetts law prohibits discrimination based upon marital status or sexual orientation. **New Jersey Residents.** IF YOU ARE A USER FROM NEW JERSEY, THE SECTIONS TITLED "DISCLAIMER OF WARRANTIES" AND "LIMITATION OF LIABILITY" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE

INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS. **Ohio Residents.** The Ohio laws against discrimination require that all creditors make credit equally available to all credit-worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.

**24. Dispute Resolution by Binding Arbitration PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS. *Agreement to Arbitrate***

This Dispute Resolution by Binding Arbitration Section is referred to in these Terms as the “**Arbitration Agreement.**” You agree that any and all disputes or claims that have arisen or may arise between you and Atlas, whether arising out of or relating to these Terms (including any alleged breach), our Services, any advertising, any aspect of the relationship, or transactions between us, will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into these Terms, you and Atlas are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not by a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. ***Prohibition of Class and Representative Actions and Non-Individualized Relief YOU AND ATLAS AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND ATLAS AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON’S OR PARTY’S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY’S INDIVIDUAL CLAIMS.*** ***Pre-Arbitration Dispute Resolution*** Atlas is always interested in resolving disputes amicably and efficiently, and most user concerns can be resolved quickly and to the user’s satisfaction by emailing customer support at [support@AtlasFin.com](mailto:support@AtlasFin.com). If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to Atlas should be sent to 300 Coventry Rd, Kensington, CA 94707 (“Notice Address”). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Atlas and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or

Atlas may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Atlas or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Atlas is entitled. **Arbitration Procedures** Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, <http://www.adr.org/consumer>. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms as a court would. All issues are for the arbitrator to decide, including issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Terms and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. Unless Atlas and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of each's ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by AAA. If your claim is for \$10,000 or less, Atlas agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. **Costs of Arbitration** Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, Atlas will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Atlas will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Atlas will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules. **Confidentiality** All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator will be strictly confidential for the benefit of all parties. **Severability** If a court or the arbitrator decides

that any term or provision of this Arbitration Agreement (other than the Subsection titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of Subsection above titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” are invalid or unenforceable, then the entirety of this Arbitration Agreement will be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of these Terms will continue to apply. ***Future Changes to Arbitration***

***Agreement*** Notwithstanding any provision in these Terms to the contrary, Atlas agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of our Services, you may reject any such change by sending Atlas written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

## **25. Contact us**

You may contact us by email at [support@AtlasFin.com](mailto:support@AtlasFin.com) or by mail at Atlas c/o Exto Inc., 300 Coventry Rd, Kensington, CA 94707.