

Terms of Use Agreement

These Terms of Service (these “Terms”) govern your access to and use of hausmoney(s) described and/or offered through the application or website (the “Site”), including access and use of hausmoney (“hausmoney”). By accessing or using hausmoney, you are agreeing to these Terms, which form a legally binding agreement between you, as the user of hausmoney (“you” or “your”) and TipHaus, Inc., by and through its affiliates (hereafter, “Tiphaus”, “we”, “us”, or “our”). If you are not eligible to use hausmoney in accordance with these Terms, or if you do not agree with these Terms, you must not access or use hausmoney.

THESE TERMS CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING THE SITE AND HAUSMONEY. THESE TERMS INCLUDE DISPUTE RESOLUTION PROVISIONS THAT LIMIT YOUR RIGHTS TO SUE TIPHAUS IN A COURT OF LAW AND TO BRING OR PARTICIPATE IN ANY CLASS OR GROUP PROCEEDING. THEY ALSO CONTAIN PROVISIONS THAT LIMIT TIPHAUS’S LIABILITY TO YOU.

1. ACCESS AND USE OF HAUSMONEY.

A. Description of Services.

- a. Pursuant to these Terms, Tiphaus shall provide hausmoney as described at [Site](#), unless otherwise agreed by the parties in writing.
- b. You must comply with the current Documentation as posted by us and updated by us from time to time on our [Site](#) (or such other website as we provide).
- c. To access and use the features of hausmoney, you must create an online account (“Account”) and provide certain information about yourself. You are responsible for maintaining accurate account information at all times and for maintaining the confidentiality of your Account password. You are also responsible for all activities that occur in connection with your Account, and you agree to notify hausmoney immediately of any unauthorized use of your Account. You may not create or use an Account for anyone other than yourself. You may not impersonate someone else, provide an email address other than your own, create multiple Accounts, or transfer your Account to another person. We reserve the right to suspend and/or terminate your Account for any reason at any time.
- d. By creating an Account, You hereby authorize Tiphaus, directly or through third parties, to make any inquiries we consider necessary to validate your identity and/or authenticate your identity and account information. This may include asking you for further information and/or documentation about your identity or requiring you to take steps to confirm ownership of your email address, wireless/cellular telephone number or financial instruments, and verifying your information against third party databases or through other sources.
- e. hausmoney TM , including the Account, includes access or use of the mobile application operated by Tiphaus to manage or conduct transactions on the consumer demand deposit accounts, such as hausmoney Checking Account and hausmoney Stash Account, or the hausmoney Mastercard™ Debit Card (“hausmoney Card”), all of which are issued by Lineage Bank (the “Bank”) and serviced by Tiphaus as Program Manager. hausmoney, the Account, and hausmoney Card are governed by the Bank’s account terms (found [here](#)) and any other documents provided to you by or on behalf of Bank (collectively, “Bank Terms”), and by using hausmoney to access the hausmoney Account or hausmoney Card offered by Bank, you are agreeing to be bound by the Bank Terms. The hausmoney Checking Account, hausmoney Stash Account (“Stash Account”) and hausmoney Mastercard Debit Card are each made available by the Bank, a member of the Federal Deposit Insurance Corporation, in partnership with us. We operate software that allows you to access services of the Bank and administer certain services on behalf of the Bank, but we are not a bank and do not provide banking

services. To the extent these terms conflict with the Bank Terms on any issues related to the hausmoney Checking Account, hausmoney Stash Account, or hausmoney Card, the Bank Terms shall govern.

B. User Rights. Subject to your agreement and continuing compliance with these Terms and any relevant Tiphaus and hausmoney policies published on our website and/or in our mobile applications, Tiphaus grants you a non-exclusive, non-transferable, revocable, limited right to access and use hausmoney and hausmoney Content solely for your own personal, non-commercial purposes. Your use of hausmoney is at your own risk.

C. Eligibility. To access or use hausmoney, you must be the older of (i) 15 years of age or (ii) legal age to form a binding contract with Tiphaus, with the requisite power and authority to enter into these Terms under the laws of the jurisdiction in which you reside. You may not access or use hausmoney if Tiphaus has previously removed or banned you from hausmoney, or deactivated or closed your hausmoney Account.

D. Availability. hausmoney and Offerings may be modified, updated, interrupted, suspended, or discontinued at any time. We provide hausmoney from our locations in the United States. We make no representation that hausmoney is appropriate or available in other locations.

E. External Account. In the event you elect to import, or otherwise connect, an external bank account to your hausmoney, such connection and access may be subject to third-party terms, including [Plaid Terms of Service](#), and any applicable terms from your third-party banking institute.

F. Privacy. Use of hausmoney is also governed by our [Privacy Policy](#), the most current version of which is available at [Privacy Policy](#), and incorporated herein by reference. Our [Privacy Policy](#) contains important disclosures about how we collect and use your personal information. By accessing hausmoney, creating an Account, or using hausmoney, you consent to the collection and use of your personal information as set forth in our Privacy Policy. Unless we specifically request it, you agree not to upload or transmit any personal information to hausmoney.

2. HAUSMONEY CHECKING ACCOUNT AND STASH ACCOUNT BASICS.

A. Opening a hausmoney Checking Account and Stash Account. The hausmoney Checking Account and hausmoney Stash Account are available to citizens or legal permanent residents of the fifty (50) United States ("U.S.") or the District of Columbia; who are at least 15 years of age with a valid Social Security number; and who provide us with Verification Requirements. "Verification Requirements" consist of the following: (i) legal name; (ii) Social Security Number (SSN) or Individual Taxpayer Identification Number (ITIN); (iii) date of birth; (iv) a U.S. residential address (not a P.O. Box); and (v) phone number. You must agree to accept electronic, rather than paper statements – this means, you must keep us supplied with your valid email address, and you must agree to accept electronic delivery of all account communications (such as end-of-year tax forms and electronic statements).

We may use information from third parties to help us determine if we should open your hausmoney Checking Account and Stash Account.

B. The hausmoney Checking Account and Stash Account. The hausmoney Checking Account and Stash Account consists of the online transaction demand deposit accounts used to make payments and transfers to third parties online or using a hausmoney Mastercard Debit Card ("Card") that is automatically issued with the hausmoney Checking Account. The hausmoney Checking Account and Stash Account are non-interest-bearing demand deposit accounts serving as personal, checkless accounts.

C. Account Titling and Ownership. The hausmoney Checking Account and Stash Account may only be owned and titled in the name of one person who may deposit, transfer, or withdraw funds. These cannot be owned or titled jointly, by an organization, as Payable on Death ("POD") or "In Trust For" ("ITF").

D. Death or Incapacitation. You or your appointed party, designee, or appointed individual agree to notify us promptly if you die or become legally incapacitated. We will continue to accept deposits and process transaction instructions into and from

your hausmoney Checking Account and Stash Account until we are: (a) notified of your death or adjudication of incompetency and (b) have a reasonable opportunity to act. You agree that, even if we have knowledge of your death we may pay or process transactions on your hausmoney Checking Account and Stash Account on or before the date of death for up to ten (10) days after that date unless ordered to stop payment by someone claiming interest in the hausmoney Checking Account and Stash Account. We may require additional documentation to confirm any claims made on the hausmoney Checking Account and Stash Account.

3. GENERAL RULES GOVERNING DEPOSIT ACCOUNTS.

The hausmoney Checking Account and Stash Account and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of the hausmoney Checking Account and Stash Account is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the laws of the State of Delaware except to the extent governed by federal law.

A. Deposits to the hausmoney Checking Account and Stash Account. Make deposits to your hausmoney Checking Account and Stash Account using any of these methods:

TRANSACTION TYPE Inbound direct deposits or other ACH transfers to the hausmoney Checking Account and Stash Account initiated from an outside financial institution, including a debit card*	FREQUENCY AND/OR DOLLAR LIMITS <ul style="list-style-type: none"> No limit to the number of times, per calendar day \$10,000 maximum ACH inbound transfer limit, per calendar day
TRANSACTION TYPE ACH transfers to the hausmoney Checking Account and Stash Account from an External Account initiated from the hausmoney Mobile App*	FREQUENCY AND/OR DOLLAR LIMITS <ul style="list-style-type: none"> No limit to the number of times, per calendar day \$10,000 maximum ACH inbound transfer limit, per calendar day
TRANSACTION TYPE Remote check deposits made to the hausmoney Checking Account and Stash Account from the hausmoney Mobile App	FREQUENCY AND/OR DOLLAR LIMITS <ul style="list-style-type: none"> No limit to the number of times, per calendar day \$20,000 maximum dollar limit, per calendar day

***DIRECT DEPOSITS OR CREDITS USING A DEBIT CARD FROM AN OUTSIDE FINANCIAL INSTITUTION:** The recipient's name on any such deposits we receive must match the name of the hausmoney Accountholder. Any such deposits received in a name other than the name registered to the hausmoney Checking Account and Stash Account will be returned to the originator. Deposits using an external debit card from an outside financial institution may be available within minutes of a successful transaction, however there may be times when such transactions are delayed due to network timing or other factors. These transactions are final and non-refundable.

**** THIRD PARTY MONEY TRANSFER** services used to load funds to your hausmoney Checking Account and Stash Account may impose their own fees, per transaction, daily, weekly or monthly limits on the frequency or amount of cash you may load to the hausmoney Checking Account and Stash Account.

B. No Cash or Foreign Currency. We do not accept deposits made in cash or foreign currency.

C. Funds Availability. Please refer to our [Funds Availability Disclosure](#) for additional information.

D. Preauthorized Transfers. Your hausmoney Checking Account and Stash Account number and bank routing number can be used for preauthorized direct debits (“ACH Debits”) from merchants, Internet service or other utility service providers (“Merchants”) and for the purpose of initiating direct deposits to your hausmoney Checking Account and Stash Account. These transfers will be processed under the Operating Rules of the National Automated Clearing House Association (“NACHA”) and you agree to comply with the NACHA rules.

If your hausmoney Checking Account and Stash Account number changes you must immediately notify the Merchants. You must provide them with the new account number to ensure that the ACH Debit activity continues uninterrupted.

E. Problems That Could Occur with Deposits. Overpayments and Reversals. If funds are deposited or transferred into your hausmoney Checking Account and Stash Account by mistake or otherwise, we may correct the situation by deducting the amount of the deposit from your hausmoney Checking Account and Stash Account without prior notice to you. If there are not enough funds in your hausmoney Checking Account and Stash Account at that time, your hausmoney Checking Account and Stash Account could become overdrawn. See the “No Overdrafts” and “Right to Set Off” sections below for more information about what could occur if your hausmoney Checking Account and Stash Account has a negative balance.

F. No Overdrafts. You are not permitted to overdraw your hausmoney Checking Account and Stash Account. If the available balance in your hausmoney Checking Account and Stash Account is not sufficient to cover any payment or withdrawal you have authorized, we can refuse to process the payment or withdrawal. If your hausmoney Checking Account and Stash Account balance becomes negative for any reason, you must make a deposit immediately to cover the negative balance. If your hausmoney Checking Account and Stash Account has a negative balance for an extended period of time and you have another account with us, we reserve the right to exercise our right to set off. See the “Right to Set Off” section below for details. If your hausmoney Checking Account and Stash Account has a negative balance for thirty (30) calendar days or more it will be closed. Hausmoney and / or the Bank reserve the right to close your hausmoney Checking Account and Stash Account and any other hausmoney-branded Account(s) you have with hausmoney.

G. Rights to Set Off. If your hausmoney Checking Account balance becomes and remains negative for two (2) calendar days, we can use the funds in hausmoney Stash Account to repay the amount owed on the negative balance hausmoney Checking Account. Also, if your hausmoney Stash Account balance becomes and remains negative for two (2) calendar days, we can use the funds in hausmoney Checking Account to repay the amount owed on the negative balance hausmoney Stash Account. This means, we have the right to set-off any liability, direct or contingent, past, present or future that you owe against any account you have with us. We will notify you if we have exercised our right to set off.

H. Legal Processes Affecting Accounts. If legal action such as a garnishment, levy or other state or federal investigation or legal process (“Legal Process”) is brought against your hausmoney Checking Account or Stash Account, we may refuse to permit (or may limit) withdrawals, transfers, closures, or refunds from your hausmoney Checking Account and Stash Account until the Legal Process is satisfied or dismissed. Regardless of the terms of such Legal Process, we have first claim to any and all funds in your hausmoney Checking Account and Stash Account. We will not contest on your behalf any such Legal Process and may take action to comply with such Legal Process as we determine to be appropriate in the circumstances without liability to you, even if any funds we may be required to pay out leaves insufficient funds to pay a transaction that you have authorized. Payment is made after satisfying any fees, charges or other debts owed to us. You agree that you are responsible for any expenses, including legal expenses and fees we incur due to any Legal Process on your hausmoney Checking Account and Stash Account. We may charge these expenses to your hausmoney Checking Account and Stash Account. You will indemnify us for any losses if we do this.

I. Account Holds, Suspensions, Restrictions, and Closures. hausmoney and/or Bank may suspend, freeze, restrict, or close your hausmoney Checking Account and Stash Account for any reason with or without notice. Such reasons include, but are not limited to:

- a. If we, at any time, believe a member is using the hausmoney Checking Account, hausmoney Stash Account and/or associated hausmoney Mastercard Debit Card for fraudulent or illegal purposes, or such member otherwise presents an undue risk to hausmoney and/or the Bank as determined in our sole discretion.

b. Your use conflicts with any federal, state or local law, rule or regulation, including federal foreign asset control and sanction rules and anti-money-laundering rules, or with our policies adopted to assure that we comply with those laws, rules or regulations.

c. We receive a court order or other Legal Request to suspend or close your account.

d. Your non-fraudulent actions nonetheless violate any part of this Agreement or the [hausmoney Cardholder Agreement](#)

If our monitoring of the hausmoney Checking Account, hausmoney Stash Account and/or associated hausmoney Mastercard Debit Card detects any such activity, the Account funds will be subject to a hold pending review of the activity by the Bank and/or hausmoney. The Bank and/or hausmoney may require you and other parties to the activity to produce documents and/or other materials evidencing the validity of the activity. Funds on deposit in any Account are subject to hold at the Bank's discretion until the source of such funds and/or the activity is properly verified. The Bank and/or hausmoney also may temporarily or permanently reduce your limits on deposits to, or withdrawals or transfers from, your account without prior notice to you unless prior notice is required by applicable law.

J. Amendment and Cancellation. We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on [hausmoneyapp.com](#), and any such amendment shall be effective upon such posting to that Site. The current Agreement is available at [hausmoneyapp.com](#). You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your hausmoney Checking Account and Stash Account or this Agreement at any time.

You may cancel this Agreement by emailing hello@hausmoneyapp.com or calling 1-888-688-4349 to close your hausmoney Checking Account and Stash Account. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

If your hausmoney Checking Account and Stash Account is cancelled, closed or terminated for any reason, you may be eligible to receive the unused balance, which will be returned to you via check sent to the mailing address we have in our records. For security purposes, you may be required to supply identification and address verification documentation prior to issuing a refund check. Allow fourteen (14) days for processing and mailing. Your check will be mailed to you to the address on file after it is processed. In the event the program is cancelled, closed, or terminated, we will send you prior notice, in accordance with applicable law. Specific information and instructions, including how to receive any remaining hausmoney Checking Account and Stash Account balances, will be in the notice. We reserve the right to refuse to return any unused balance amount less than \$1.00.

K. Account Dormancy and Escheatment. An account that is inactive for a period of time may be considered dormant and is subject to escheatment. Each state has varying laws as to when an account is subject to escheatment and we may be required to send the balance in your hausmoney Checking Account and Stash Account to the state of your last known address. We will make all reasonable efforts to contact you before transferring the remaining balance of your hausmoney Checking Account to the applicable state. For a hausmoney Checking Account and Stash Account with an international address, the funds will be transferred to the State of Delaware.

L. Statements. Electronic statements are available to view and download in the hausmoney mobile app. hausmoney Checking Account and Stash Account statements are considered to be correct. Carefully review your statements each statement period and notify us of any errors within sixty (60) days of your statement becoming available. You also have a right to obtain a sixty (60) day history your hausmoney Checking Account and Stash Account transactions by emailing hello@hausmoneyapp.com or calling us at 1-888-866-4349. You will not automatically receive paper statements.

4. FEE SCHEDULE.

All fee amounts will be withdrawn from your hausmoney Checking Account and Stash Account and will be assessed as long as there is a remaining balance on your hausmoney Checking Account or Stash Account, except where prohibited by law. Anytime your remaining hausmoney Checking Account and Stash Account balance is less than the fee amount being assessed, the balance of your hausmoney Checking Account or Stash Account will be applied to the fee amount resulting in a zero balance on your hausmoney Checking Account and Stash Account.

GENERAL ACCOUNT FEES <ul style="list-style-type: none"> Monthly Account Maintenance Fee Account Dormancy Fee Minimum Balance Fee 	FEE \$0.00 \$0.00 \$0.00	ADDITIONAL DETAIL <ul style="list-style-type: none"> Maintenance fee charged each month to Active Accounts Fee assessed when an Account is dormant Fee assessed to maintain a specific balance of money in the Accounts
CARD ISSUANCE FEES <ul style="list-style-type: none"> First Card Issuance Fee Loss Forgiveness Card Issuance Fee Subsequent Card Replacement Fee 	FEE \$0.00 \$0.00 \$10.00	ADDITIONAL DETAIL <ul style="list-style-type: none"> Card issuance fee when the hausmoney Checking Account is opened Card issuance fee when the first hausmoney Card is lost Card issuance fee assessed on a lost or stolen card after a Loss Forgiveness Card Issuance Fee has been issued
TRANSFER FEES <ul style="list-style-type: none"> Inbound ACH Transfer Fee Outbound ACH Transfer Fee Internal Transfer Fee 	FEE \$0.00 0.75% \$0.00	ADDITIONAL DETAIL <ul style="list-style-type: none"> A per transaction transfer fee charged for direct deposits and inbound ACH transfers from External Accounts A per transaction transfer fee charged for ACH transfers from a hausmoney Checking Account and Stash Account to an External Account (There is a \$20.00 minimum outbound ACH transfer amount.) A per transaction transfer fee charged for transfer money between the hausmoney Checking Account and the Stash Account
ATM FEES <ul style="list-style-type: none"> In-Network, Domestic ATM Cash Withdrawal Fee In-Network, Domestic ATM Transaction Decline Fee In-Network, Domestic ATM Balance Inquiry Fee Out-of-Network, Domestic ATM Cash Withdrawal Fee Out-of-Network, Domestic ATM Transaction Decline Fee Out-of-Network, Domestic ATM Balance Inquiry Fee POS PIN Debit Purchase, with Cash Back 	FEE \$0.00 \$0.00 \$2.50+ \$0.00 \$0.50+ \$0.00	ADDITIONAL DETAIL <ul style="list-style-type: none"> Assessed each time you make a cash withdrawal at an in-network ATM Assessed each time a cash withdrawal decline is made at an in-network ATM Assessed each time a balance inquiry is made at an in-network ATM Assessed each time you make a cash withdrawal at an out-of-network ATM Assessed each time a cash withdrawal decline is made at an out-of-network ATM Assessed each time a balance inquiry is made at an out-of-network ATM Limits on the amount of cash you can withdraw, per transaction, vary and are determined by the merchant.

5.CONTENT.

A. Definitions. “Content” means any and all text, images, audio, video, products, services, processes, and all other forms of data or communication viewable or available within hausmoney. “Your Content” means any Content that you submit or

transmit to or in connection with hausmoney. "hausmoney Content" means Content that we make available in connection with hausmoney, including the Offerings. "Third Party Content " means Content made available in connection with hausmoney that originates from parties other than Tiphaus or its users and may include third-party products and services.

B. Your Responsibilities. You are responsible for ensuring that Your Content complies with the Content Guidelines set forth in subsection (C) below. You are solely responsible for Your Content and Tiphaus assumes no responsibility or liability in connection with Your Content. You understand that, if or when posted to hausmoney, Your Content cannot always be withdrawn or deleted. You assume all risks associated with Your Content, including anyone's reliance on its quality, accuracy, or reliability, and any risks associated with personal information you disclose. You represent that you own or have the necessary permissions to use and authorize the use of Your Content as described herein. You may not imply that Your Content is in any way sponsored or endorsed by Tiphaus. You understand that you may expose yourself to liability if your Content is not compliant with the foregoing.

C. Content Guidelines. These Content Guidelines apply to Your Content. Your Content must in its entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, Your Content must not:

- a. Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- b. Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- c. Infringe any patent, trademark, trade secret, copyright, or other intellectual property rights of any other person.
- d. Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our Privacy Policy.
- e. Be likely to deceive any person.
- f. Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- g. Cause annoyance, inconvenience, disparagement, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- h. Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- i. Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising; or otherwise, be irrelevant or amount to spam.
- j. Give the impression that it emanates from or is endorsed by us or any other person or entity if this is not the case.

D. Ownership. As between you and Tiphaus, you own Your Content, and we own hausmoney Content, which includes but is not limited to hausmoney, our Site, our mobile applications, visual interfaces, interactive features, graphics, design, compilation (including, but not limited to, our selection, coordination, aggregation, and arrangement of User Content and other Content), computer code, products, software, our Offerings, and all other elements and components of hausmoney excluding Your Content, User Content and Third Party Content. We also own the copyrights, trademarks, service marks, trade names, trade secrets, and other intellectual and proprietary rights throughout the world associated with hausmoney Content and hausmoney, which are protected by copyright, trade dress, patent, trademark, and trade secret laws and all other applicable intellectual and proprietary rights and laws. You are not authorized to sell, license, copy, publish, modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way use or exploit any of the hausmoney Content in whole or in part except as expressly authorized by us. You may only use hausmoney Content for your own personal, noncommercial purposes. Any use of hausmoney Content for commercial purposes is expressly prohibited.

Except as provided herein, we do not grant you any express or implied rights, and all rights in and to hausmoney and the hausmoney Content are retained by us.

E. License to Your Content. Except as otherwise required by law, you hereby irrevocably grant us world-wide, perpetual, fully paid up, non-exclusive, royalty-free, assignable, sublicensable, transferable rights to use, distribute and commercially utilize Your Content for any purpose. You understand that the foregoing license to Your Content allows us to use Your Content without restriction, including by publicly displaying it, reformatting it, incorporating it into advertisements and other works, creating derivative works from it, promoting it, distributing it, and allowing others to do the same in connection with their own websites and media platforms (hereafter known as “Other Media”). You understand that you also irrevocably grant other users of hausmoney and any Other Media the right to access Your Content in connection with their use of hausmoney and any Other Media. Finally, you irrevocably waive, and cause to be waived, against Tiphau and its users any claims and assertions of moral rights or attribution with respect to Your Content. Notwithstanding anything to the contrary, your personal information will be treated in accordance with our [Privacy Policy](#).

6. RESTRICTIONS.

A. You represent and warrant that you will not, and will not assist, encourage, or enable others to:

- a. Upload or transmit any Content to hausmoney in violation of the Content Guidelines.
- b. Partake in any activity or action that is unlawful or that is against the spirit or intent of hausmoney.
- c. Copy, modify, edit, create derivative works of, publicly display, publicly perform, republish, transmit, distribute, or otherwise exploit hausmoney or any material obtained through hausmoney.
- d. Lease, sell, rent, or otherwise exploit for commercial purposes any part of hausmoney, including without limitation access to or use of hausmoney.
- e. Delete, alter, or obscure any intellectual property rights or other proprietary rights notices from copies of materials from hausmoney.
- f. Initiate, assist, or become involved in any form of attack or disruption to hausmoney, including without limitation distribution of a virus, worm, spyware, time bombs, corrupted data, denial of service attacks upon hausmoney, or other attempts to disrupt hausmoney or other person's use or enjoyment of hausmoney.
- g. Use robots, spiders, crawlers, man-in-the-middle software, or any other automated process to access, use, reverse engineer, or manipulate hausmoney, Accounts, or Tiphau.
- h. Promote, encourage, or participate in any activity involving cheating, hacking, phishing, distribution of counterfeit Service, or taking advantage of or creating exploits, cheats, bugs, errors, undocumented features, or other software designed to modify hausmoney or user's experiences.
- i. Attempt to gain unauthorized access to Service or Accounts not belonging to you.
- j. Conspire or work with others to violate any of the foregoing restrictions.
- k. Use hausmoney where it is prohibited by law or in violation of law.

7. FEEDBACK.

You may send us ideas, suggestions, or proposals (“Feedback”), but you agree that (i) your Feedback will not contain any third party confidential or proprietary information, (ii) we are under no obligation of confidentiality, express or implied, with respect to the

Feedback, (iii) we have no obligation to review, consider, or implement the Feedback, or to return to you all or part of the Feedback, and (iv) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide, assignable, sublicensable, transferable license to use, modify, prepare derivative works of, publish, distribute and sublicense the Feedback, and you irrevocably waive, and cause to be waived, against Tiphaus and its users any claims and assertions of any moral rights contained in such Feedback.

8. INDEMNITY.

You agree to defend, indemnify, and hold Tiphaus, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents, contractors and representatives of each of them (collectively, the "Tiphaus Entities") harmless from and against any claim, liability, loss, injury, damage, cost, or expense (including reasonable attorneys' fees) arising out of or from (a) your access and use of hausmoney, including Your Content; (b) your violation of these Terms; or (c) the infringement by you, or any third party using your Account, of any intellectual property or other right of any person or entity. Tiphaus reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us if you are not responsive to your obligations hereunder, and you agree to cooperate with our defense of these claims. You agree not to settle any indemnifiable matter without the prior written consent of Tiphaus. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

9. DISCLAIMER OF WARRANTIES.

WE WILL USE REASONABLE EFFORTS CONSISTENT WITH PREVAILING INDUSTRY STANDARDS TO MAINTAIN HAUSMONEY IN A MANNER WHICH MINIMIZES ERRORS AND INTERRUPTIONS IN HAUSMONEY. OTHERWISE, HAUSMONEY IS PROVIDED "AS IS" AND "AS AVAILABLE" AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, TIPHAUS EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR ANY PARTICULAR PURPOSE OR USE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING AND COURSE OF PERFORMANCE. WITHOUT LIMITING THE FOREGOING, TIPHAUS DOES NOT WARRANT THAT HAUSMONEY WILL OPERATE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT HAUSMONEY WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TIPHAUS MAKES NO CLAIMS OR PROMISES ABOUT THE QUALITY, COMPLETENESS, ACCURACY, OR RELIABILITY OF HAUSMONEY, ITS SAFETY OR SECURITY, INCLUDING WITHOUT LIMITATION THE SECURITY OF YOUR DATA, OR HAUSMONEY CONTENT. TIPHAUS MAKES NO CLAIMS OR PROMISES WITH RESPECT TO ANY THIRD-PARTY CONTENT OR ANY THIRD PARTY OR HAUSMONEY'S USERS. YOUR USE OF HAUSMONEY AND YOUR PURCHASE AND USE OF PRODUCTS OR SERVICES OFFERED BY THIRD PARTIES THROUGH HAUSMONEY IS AT YOUR OWN DISCRETION AND RISK. YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH HAUSMONEY, RELATED SERVICES, OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF HAUSMONEY.

10. LIMITATION OF LIABILITY.

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF THE TIPHAUS ENTITIES TO YOU. EACH OF THE SUBSECTIONS BELOW ONLY APPLIES UP TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. NOTHING HEREIN IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED. BY ACCESSING OR USING HAUSMONEY, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THESE TERMS, INCLUDING THIS SECTION. YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY AGREEING TO THESE TERMS.

A. EXCLUSIONS OF CERTAIN DAMAGES. YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TIPHAUS ENTITIES WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL OR OTHER SIMILAR DAMAGES OR LIABILITIES ARISING OUT OF OR RELATED TO THESE TERMS OR THE USE OF HAUSMONEY, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHER THEORY, EVEN IF THE TIPHAUS ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

B. CAP ON LIABILITY. THE TIPHAUS ENTITIES' MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES THAT YOU SUFFER IN CONNECTION WITH HAUSMONEY OR THESE TERMS IS LIMITED TO THE GREATER OF (i) THE AMOUNT PAID, IF ANY, BY YOU TO THE TIPHAUS ENTITIES IN CONNECTION WITH HAUSMONEY IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (ii) \$100.

11. DISPUTE RESOLUTION.

PLEASE READ THIS SECTION CAREFULLY AS IT SIGNIFICANTLY AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. EACH OF THE SUBSECTIONS BELOW ONLY APPLIES UP TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. NOTHING HEREIN IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED. BY ACCESSING OR USING HAUSMONEY, OR BY PURCHASING PRODUCTS ON THE SITE, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THESE TERMS, INCLUDING THIS SECTION. YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY AGREEING TO THESE TERMS.

A. Initial Dispute Resolution. In the event of any dispute in connection with the functionality or performance, you must reference our [Error Resolution Disclosure](#). If a dispute arises between you and Tiphaus pertaining to these Terms and your use of hausmoney, the party raising the dispute must notify the other party in writing, or in your case, you may notify Tiphaus through its customer service and support features in hausmoney. For a period of at least forty-five (45) days following such notification, we will use good faith efforts to settle such dispute, which shall be a condition to either party initiating binding arbitration.

B. Binding Arbitration. If the parties do not reach a resolution to a dispute after at least forty-five (45) days of good faith efforts with hausmoney's customer service, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms (including their formation, performance and breach), the parties' relationship with each other and/or your use of hausmoney, shall be finally settled by binding arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules and the supplementary procedures for consumer related disputes of the American Arbitration Association (the "AAA"), excluding any rules or procedures governing or permitting class actions. Any arbitration hereunder will be held exclusively in the State of California, United States. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms, including, but not limited to any claim that all or any part of these Terms are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

C. No Class Action. The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND TIPHAUS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

D. Access to Courts. The parties understand that, absent the mandatory arbitration provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. Notwithstanding the parties' agreement to resolve all disputes through arbitration, either party may bring an action in U.S. state or federal court to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights) or otherwise seek injunctive relief. For any dispute not subject to arbitration, you and Tiphaus agree to submit to the personal and exclusive jurisdiction of any venue in the federal and state courts located in the state of Washington, United States. You further agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

E. Controlling Law. These Terms and any action related thereto, including arbitration, will be governed by the laws of the State of Washington without regard to its conflict of law provisions to the contrary.

12. MODIFICATION OF TERMS.

These Terms may be revised periodically by our posting of an updated version on our website or in our mobile applications. You are responsible for checking these Terms and the [Privacy Policy](#) regularly to stay informed about changes. By continuing to use hausmoney after an updated version of the Terms is posted, you agree to be bound by the updated Terms and/or Privacy Policy in connection with your continued use of hausmoney. Except as otherwise stated, any changes will be effective immediately upon publication of an updated version of the Terms or [Privacy Policy](#) as indicated herein.

13. SUPPLEMENTAL APP STORE TERMS.

The terms of this Section 13 apply if you are downloading and accessing hausmoney through the Google Play Store or through the Apple Store.

A. Google Play Store. If you are accessing hausmoney by way of downloading the hausmoney mobile application through the Google Play Store, you agree to the supplemental Google Play Terms of Service located at https://play.google.com/intl/en-us_us/about/play-terms/index.html or another URL as determined by Google. In the event of a conflict between these Terms and the Google Play Terms of Service, the Google Play Terms will govern. To the maximum extent permitted by applicable law, Google will have no warranty obligation whatsoever with respect to hausmoney, and Google will not be responsible for any product claims or claims of intellectual property infringement with respect to hausmoney. Google is a third-party beneficiary of these Terms.

B. Apple Store. If you are accessing hausmoney by way of downloading the hausmoney mobile application through the Apple Store, you agree to the supplemental Licensed Application End User License Agreement located at <https://www.apple.com/legal/internet-services/itunes/dev/stdeula/> or another URL as determined by Apple. In the event of a conflict between these Terms and the Licensed Application End User License Agreement, the Licensed Application End User License Agreement will govern. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to hausmoney, and Apple will not be responsible for any product claims or claims of intellectual property infringement with respect to hausmoney. Apple is a third-party beneficiary of these Terms.

14. GENERAL TERMS.

A. Legal Compliance. 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. You warrant that you will not violate any law applicable to you in your use of hausmoney.

B. Waiver; Severability. Any waiver of a right or provision hereunder must be in writing to be effective. Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect.

C. Assignment. The Terms, and any rights or obligations hereunder, are not assignable, transferable or sublicensable by you except with our prior written consent but may be assigned or transferred by us without restriction. Any attempted assignment by you shall violate these Terms and be void.

D. Our Relationship. You agree that no joint venture, partnership, employment, agency, special or fiduciary relationship exists between you and Tiphaus as a result of these Terms or your use of hausmoney.

E. No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person other than you and Tiphaus, with the limited exception as set forth in Section 1E.

F. Notices.

a. To You. We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide or (ii) by posting to the [Site](#). Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

b. To Us. To give us notice under these Terms, you must contact us as follows: (i) by e-mail to hello@hausmoneyapp.com; or (ii) by personal delivery, overnight courier, or registered or certified mail to our registered corporate headquarters, or as otherwise advised by us upon contacting us at the email address above. We may update the address for notices to us by posting a notice on the [Site](#).

G. Entire Agreement. These Terms, including the [Privacy Policy](#), are the entire and exclusive agreement between you and us with respect to hausmoney and the subject matter hereof, and together they supersede and replace any prior agreements regarding the foregoing.