

# Terms of Use

## Acceptance of the Terms of Use

These terms of use are entered into by and between you ("You") and TabPay DBA ArroFi ("Arro" or "ArroFi" or "Company"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "Terms of Use"), govern your access to and use of the Arro mobile app and Arro website, including any content, functionality, and services offered on or through [www.arrofinance.com](http://www.arrofinance.com) (the "Website"), whether as a guest or a registered user. To make these Terms easier to read, the Site, our services and the App are collectively called the "Services."

Please read the Terms of Use carefully before you start to use the Website. By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference. IF YOU DO NOT WANT TO AGREE TO THESE TERMS OF USE OR THE PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE WEBSITE. This Website is offered and available to users who are 13 years of age or older and reside in the United States or any of its territories or possessions. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. IF YOU DO NOT MEET ALL OF THESE REQUIREMENTS, YOU MUST NOT ACCESS OR USE THE WEBSITE.

THIS AGREEMENT INCLUDES A MANDATORY ARBITRATION AGREEMENT, WHICH MEANS THAT YOU AGREE THAT EITHER YOU OR ARRO MAY ELECT TO HAVE ANY CLAIM (AS DEFINED BELOW) SUBMITTED TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEEDING IN COURT OR BEFORE A JURY. THE ARBITRATION AGREEMENT ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY CLAIM INDIVIDUALLY AND NOT AS A MEMBER OF A CLASS ACTION. YOU HAVE A RIGHT TO REJECT THE ARBITRATION AGREEMENT AS DESCRIBED BELOW. PLEASE READ THE ARBITRATION AGREEMENT CAREFULLY.

## Geographic Restrictions

The owner of the Website is based in the State of California in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate

outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

## Arro E-Consent

We require your consent and approval of “E-Consent Terms” as a condition to using services provided by Arro. In addition, we partner with various third-party product partners that provide financial products or services in order for us to generate services that may be of interest to you. Please see our Privacy Policy for information about how your personal information is used to generate these services and products. Some of our third-party partners also require that our users agree to be bound by these E-Consent Terms.

## Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use, as indicated by the Last Updated date that appears at the top of these Terms of Use, means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as the Terms of Use in effect at the time of any use by you are binding on you.

Notwithstanding the foregoing, we will not amend the Arbitration Agreement in a manner that adversely affects your rights or responsibilities in a material manner unless we give you a right to reject the amendment and/or the Arbitration Agreement in its entirety.

## Means of Access and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire website, to users, including registered users, in our sole discretion without notice.

You are responsible for: making all arrangements necessary for you to have access to the Website.

The Website provides a link to download the Arro credit card app, a mobile device application (the "App"). To download, access and use the App or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website, the App, and other Services that all the information you provide is correct, current, and complete.

Arro will require a one-time text code, biometric authentication or password to access non-public areas of the platform ("Verification Data"). You are solely responsible for maintaining the confidentiality and use of your Verification Data and other security data, methods and devices. Further, you are responsible for all activities that occur in connection with your Verification Data including all instructions electronically transmitted or use of any data, information or services obtained using your Verification Data and other security data. Arro shall not be under any duty to inquire as to the authority or propriety of any instructions given to Arro by you or via your Verification Data and shall be entitled to act upon any such instructions and Arro will not be liable for any loss, cost, expense or other liability arising out of any such instructions. If you believe that your Verification Data has been used to access the Website without your permission, you must notify us immediately.

## Privacy Policy

Arro carries a privacy policy, and it details how we handle and protect data. We integrate our privacy policy into this agreement. We reserve the right to update the privacy policy at our discretion, and that any changes made to our privacy policy are effective when the updates are live on [arrofinance.com](https://arrofinance.com)

By agreeing to these terms, you acknowledge that some of your activity and information may be public, such as your name and amount of contribution. In addition, Arro will use, and store your profile information and any other information you enter in connection with your Arro account. Please see our Privacy Policy for more information on how we use, and store certain information on your use of our services.

## Intellectual Property Rights

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not: modify copies of any materials from this Website; delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Website; or access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by Arro. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

## Trademarks

The Company name, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

## Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter", "spam", or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us in our sole discretion, is otherwise objectionable or may harm the Company or users of the Website or expose them to liability.

## Information About You and Your Visits to the Website

All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy. You agree that all information you provide is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.

- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Decompile, reverse engineer, or disassemble any portion of the Website except as expressly permitted by us or by applicable law.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

## Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE

ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements, and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party sites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such sites.

## Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. Except as set forth in the Arbitration Agreement, if any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

## Arbitration Agreement

Solely for purposes of this Arbitration Agreement, the terms "we," "us," and "our" mean Arro and its affiliated companies, their predecessors, successors, and assigns, and all of the respective officers, directors, employees, and agents of any of the foregoing. These terms also mean any third party providing any product or service related to these Terms of Use, the Website, or any account you may have with us for which you bring a claim against at the same time you bring a claim against us.

You agree that unless you reject this Arbitration Agreement, you and we may elect to have any and all claims arising from or relating to these Terms of Use, the Website, your account(s), any products or services provided to you by us, any marketing or advertising by us, or the relationship between you and us resulting from any of the foregoing submitted to binding arbitration under the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1 et seq. This includes claims based on contract, tort, intentional tort, consumer rights, equity, statute, local ordinance, or

otherwise. This also includes data breach or privacy claims arising from or relating directly or indirectly to our disclosure of any non-public personal information about you. The term "claim" has the broadest reasonable meaning and includes initial claims, counterclaims, cross-claims, third-party claims, and federal, state, local, and administrative claims, and claims which arose before the effective date of this Arbitration Agreement. Notwithstanding the foregoing, disputes regarding the validity, scope, coverage, or enforceability of this Arbitration Agreement or any part thereof or the arbitrability of any claim shall be determined by a court, not an arbitrator. However, disputes regarding the validity or enforceability of these Terms of Use as a whole shall be determined by the arbitrator. Individual small claims court actions by you or us are not subject to this Arbitration Agreement as long as they remain in that court; however, if the dispute is transferred, removed, or appealed to a different court, the dispute will be subject to arbitration.

If arbitration is elected, a single arbitrator who is either a lawyer with at least ten years of experience or a retired judge shall decide all claims and shall render a final written decision. You may choose the American Arbitration Association ("AAA") or JAMS to administer the arbitration. If neither of them can serve, a court with jurisdiction will select the arbitrator or administrator, who must agree to abide by the terms of this Arbitration Agreement. The appropriate AAA or JAMS rules shall apply, as determined by the arbitrator. These rules are found at [www.adr.org](http://www.adr.org) and [www.jamsadr.com](http://www.jamsadr.com). In the event of any conflict or inconsistency between this Arbitration Agreement and the administrator's rules or other provisions of these Terms of Use, this Arbitration Agreement will govern. This Arbitration Agreement shall survive any termination of your access to the Website, the termination or suspension of your account, or any bankruptcy by you.

Each party to the arbitration shall pay his, her, or its own costs of arbitration as specified by the relevant rules. If you cannot afford your arbitration costs, you may apply for a waiver under the relevant rules. We will always pay any costs we are required to pay by law or the administrator's rules or that we must pay in order for this Arbitration Agreement to be enforced. The parties will bear their respective attorney, expert, and witness fees and costs, unless applicable law, these Terms of Use, or the administrator's rules provide otherwise.

The arbitrator shall be empowered to grant whatever substantive relief would be available in a court under applicable law or in equity on an individual claim, including, without limitation, compensatory, statutory, and punitive damages (which will be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive, and other equitable relief (but only in favor

of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim), and attorneys' fees and costs. The arbitrator shall apply applicable statutes of limitations and privilege rules that would apply in a court proceeding. If the arbitrator determines that any party's claim or defense is frivolous or wrongfully intended to oppress or harass the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party if such sanctions could be imposed under Rule 11 of the Federal Rule of Civil Procedure. The arbitration hearing will take place in the federal judicial district where you reside, or at another place mutually agreeable to the parties.

**Jury Trial Waiver.** If a claim is arbitrated, the parties waive any right to a jury trial.

**Class Action Waiver.** If a claim is arbitrated, the parties waive any right to bring representative claims in court or in arbitration on behalf of a class of individuals, as a private attorney general, or otherwise, or to join or consolidate claims with claims of other persons or entities. An arbitration award shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration. No arbitration administrator or arbitrator shall have the power or authority to waive or modify this section, and any attempt to do so, whether by rule, policy, arbitration decision, or otherwise, shall be invalid and unenforceable.

This Arbitration Agreement may be severed or modified if necessary to render it enforceable, except that: (A) if the class action waiver is declared invalid in a proceeding between you and us, and that determination becomes final after all appeals have been exhausted, this entire Arbitration Agreement (other than this sentence) shall be null and void in such proceeding; and (B) if a claim is brought seeking public injunctive relief and a court determines that the restrictions in the class action waiver or elsewhere in this Arbitration Agreement prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case, the parties will request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court.

The arbitrator's award shall be binding on the parties, except for any appeal rights under the FAA, and may be entered as a judgment in any court of competent jurisdiction. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to

the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Agreement.

**RIGHT TO REJECT ARBITRATION AGREEMENT:** You may reject this Arbitration Agreement by mailing a signed rejection notice to [support@arrofinance.com](mailto:support@arrofinance.com) within thirty (30) calendar days after the date you first use the Website. Any rejection notice must include your name, address, email address, telephone number, and a statement that you reject the Arbitration Agreement in the Terms of Use. If you reject this Arbitration Agreement, that will not affect any other part of these Terms of Use. Rejecting this Arbitration Agreement will not constitute a rejection of any other arbitration agreement between you and us.

## Entire Agreement

The Terms of Use, our Privacy Policy, and any documents they expressly incorporate by reference constitute the sole and entire agreement between you and the Company regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

## Your Comments and Concerns

All feedback, comments, requests for technical support, and other communications relating to Arro should be addressed [support@arrofinance.com](mailto:support@arrofinance.com)