

Roundit Financial Technologies End User Agreement

Revised: October 28, 2019

1. Definitions

1.1. App and Site: Welcome to Roundit. We have both a mobile application (“App”) and a website (“Site,” and both, the “Platform”) and these Terms and Conditions (the “Notice”) apply to both. The Site is hosted by Azure, a Microsoft cloud offering, and is available at www.roundit.com. The App is available for iOS at the App Store, and for Android at Google Play.

1.2. Company/Provider: Roundit is a wholly owned product of Roundit Financial Technologies Inc. (the “Company” or the “Provider”), a Delaware corporation. The Company’s address is 22 W. 38th Street, 9th Floor, New York, NY. The Company is also referenced as “us” or “we” within this Notice.

1.3. User: You are the User if you view the contents, images, or information on or from Roundit and if you download or register to use Roundit. The User is also referenced as “you” or “your” within this

1.4. Notice: You agree to accept and to be bound by this Notice and the Privacy Policy. Please read this Notice carefully before using Roundit. By viewing or otherwise using Roundit, you agree that you are 18 or older and agree to be bound by this Notice, which, together with our Privacy Policy, governs the relationship between you and the Provider of Roundit.

1.5. Privacy Policy: Access our Privacy Policy at our Site, roundit.com/info_privacy/

1.6. Changes: We reserve the right to, in our sole discretion, change, modify, add, or delete portions of this Notice at any time. We will provide notice of such changes only by posting the updated Notice on our Platform and changing the “last updated” date associated with this Notice. This Notice applies exclusively to your access to, interaction with, and use of, this Platform and does not alter in any way the terms or conditions of any other agreement you might have with the Company or Roundit. We encourage you to review our Notice each time you visit our Platform to check if it has been updated since your last visit. If you have any questions or comments regarding the use of Roundit, please direct your questions or comments to info@roundit.com.

1.7. Submitted Item: Any contact information, name, address, photograph, image, comments, feedback, suggestions, notes, and other information, content or material, or other item that you or your agents disclose, email, fax, offer, text, or post to Roundit or otherwise disclose to the Company (the “Submitted Item”).

2. Platform Use

2.1. The use of Roundit is subject to the following terms and conditions of use:

2.2. The content of Roundit and services available through Roundit are for your general information and use only. It is subject to change without notice

2.3. Roundit is payment transaction technology that provides technologies that facilitate easy and continuous giving to charities, non-profits, social organizations and individuals (aka ‘causes’ or ‘partners’) through the use of one time donations and roundup transactions. By setting up a User account on the Roundit, a User can select from the causes on Roundit and make a donation to the chosen cause (the “Donation”). Roundit does not provide any end user deposit accounts or other financial services.

2.4. Roundit does not charge users a fee to use the Services to complete financial transfers to partner organizations. However, Roundit reserves the right to charge a fee in the future for any current Services, and Roundit may develop new uses or other services for Users and a fee may apply for such other uses or services. You will be notified in advance of any fees in accordance with Section 1.6 above. Fees, when applicable, will be displayed prior to each use of Services. Please note that Roundit has no responsibility for any fees that your financial institution or your mobile carrier may charge you in connection with your transactions through Roundit.

2.5. To be an End User (aka User), you must (a) register and create an account using a valid email address or mobile telephone number, and (b) have (i) a function credit card, and/or (ii) debit card issued in conjunction with all appropriate governing laws and regulations, including but not limited to a Visa, Mastercard, American Express or other approved credit providers. You may not register with a prepaid debit card issued by a financial institution.

2.6. When you register to use the Service or when you permit others to whom you have delegated to act on your behalf to use or access the Service, you agree to the terms and conditions of this Service Agreement.

2.7. You represent that (a) you are at least 18 years of age, (b) you have the authority to authorize debits and credits to the registered bank account, and if applicable, (c) you are the authorized holder of the registered credit or debit card. You agree that you will not use the Service, send money to an organization prohibited by law from receiving US fund transfers through the normal payment processing means, including but not limited to, payments to loan sharks, gambling debts or payments otherwise prohibited by law. **WE RESERVE THE RIGHT TO SUSPEND OR TERMINATE YOUR USE OF ROUNDIT IF WE BELIEVE THAT YOU ARE USING ROUNDIT IN A MANNER THAT EXPOSES ROUNDIT AND/OR ITS NETWORK OF PARTNER ORGANIZATIONS TO UNDUE LIABILITY, REPUTATIONAL HARM OR BRAND DAMAGE.**

2.8. Roundit does not evaluate nor investigate the charities listed on Roundit and therefore **CANNOT AND DOES NOT WARRANT NOR GUARANTEE THAT DONATIONS TO CHARITIES ON ROUNDIT WILL BE USED AS THE USER INTENDED UPON MAKING THE DONATION.** The Company cannot and does not control nor influence the charities listed on its Platform in any way and therefore **CANNOT AND DOES NOT CONTROL NOR INFLUENCE IN ANY WAY THE USE OF THE DONATION MADE BY THE USER.** Any Donation made by a User is made at **THE USER'S SOLE RISK** and the **COMPANY SHALL NOT BE LIABLE** in any way whatsoever for the use or nonuse of Donations by charities listed on Roundit.

2.9. Your use of any information or materials on Roundit or use of Roundit is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services, or information available through this Platform meet your specific requirements. No other products, services, or information shall be provided other than what is described on Roundit. Verifying the accuracy of your personal and contact details (including, but not limited to, contact information, names, relationships, check-in schedules, or payment information) in Roundit is your responsibility and Roundit is not liable for any problems or issues that may arise due to inaccurate information provided by you.

2.10. **THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT MATERIALS ON THIS PLATFORM OR THAT INFORMATION PROVIDED IS ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE.**

2.11. By creating an account with Roundit and offering/submitting information and/or content in support of the account creation process, either online or offline, whether or not solicited by the Company or Roundit, you hereby grant to Roundit an irrevocable, nonexclusive, perpetual, worldwide, royalty-free right and license to use, modify, reproduce, distribute, make derivative works of, sublicense, and otherwise commercially and non-commercially exploit your Submitted Items and all copyright, trade secret, trademark, or other intellectual property rights therein, in any manner or medium now existing or hereafter developed (including but not limited to print, film, or electronic storage devices), and the exclusive right to use, modify, reproduce, distribute, make derivative works of, sublicense, and otherwise exploit all such materials on commercial websites, without compensation of any kind to you or any

third party. You hereby represent and warrant (A) you have all necessary right, power, and authority to grant the license set forth herein to your Submitted Item, and (B) your Submitted Item does not violate, misappropriate, or infringe any copyright, trade secret, trademark or other intellectual property right of any third party. You will take, at the Company's expense, any further action (including, without limitation, execution of affidavits and other documents) reasonably requested by the Company to effect, perfect, and confirm the license granted to the Company to your Submitted Item as set forth herein. Use of any Submitted Items is at the sole discretion of the Company and the Company is under no obligation to use any Submitted Item. If your Submitted Item is used and/or by the Company, we may include your name or biographical information in conjunction with such use. By submitting, disclosing, or offering a Submitted Item, you hereby grant the Company the right to use your name in connection with the use of your Submitted Item.

2.12. The trademarks, designs, copyrights, logos and service marks ("Marks") displayed on Roundit are the property of the Company and other parties. You are prohibited from using any Marks for any purpose including, but not limited to, use as metatags on other pages or websites on the World Wide Web without the written permission of the Company or such third party, which may own the Marks. All information and content located on Roundit is protected by copyright. You are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or using any content available on or through Roundit for commercial or public purposes. Unauthorized use of Roundit may give rise to a claim for damages and/or be a criminal offense.

2.13. By participating as a User, you represent to Roundit that you are the owner of the email address, the mobile phone number, and/or other alias you registered, or that you have the delegated legal authority to act on behalf of the owner, of that email address, mobile phone number, and/or other alias to send money as described in this User Agreement. You consent to the receipt of emails or text messages from Roundit, and/or other Partner organizations that you are sending money. You agree that Roundit, or their respective agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you register.

2.14. You further acknowledge and agree:

2.14.1. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.

2.14.2. You will immediately notify us if any mobile phone number or email address you have registered is (i) surrendered by you, or (ii) changed by you.

2.14.3. In the case of any messages that you may send through Roundit or that Roundit may send on your behalf to an email address or mobile phone number, you represent to Roundit that you have obtained from the recipient of such emails or automated text messages consent to send such emails or text messages. You understand and agree that any emails or text messages that Roundit sends on your behalf may include your name.

2.14.4. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from Roundit, including messages that you may send through Roundit or that Roundit may send on your behalf.

2.14.5. To cancel text messaging from Roundit, send STOP TXT MESSAGES from a registered email address to info@roundit.com You expressly consent to receipt of a response email confirming your "STOP" request.

3. Transaction Errors and Records

3.1. If you have a question about a charge that you received or expected to receive, then you should contact Roundit immediate at info@roundit.com ALL QUESTIONS ABOUT TRANSACTIONS FACILITATED BY ROUDNIT

SHOULD FIRST BE DIRECTED TO ROUNDIT AND THEN TO THE CREDIT/DEBIT CARD PROVIDER WHERE YOU HAVE YOUR ACCOUNT.

3.2. Roundit does not provide periodic statements to its users. Instead, users can track their activity from their individual ‘dashboards’ located on our website or in the App. Users can select the time frame for which they want to view their Roundit transactions. Please note, that Roundit only maintains a limited set of data regarding individual roundup transactions, to include a day/date timestamp, the category of the underlying purchase, the amount of the individual roundup, and a record indicator number that links to the user’s credit/debit card account that will show the individual transaction.

3.3. Roundit IS NOT A CHARITY, but rather provides Users and partner organizations with the tools necessary to facilitate revenue generation. By setting up a User account on Roundit, a User can select from the causes on the Platform and make a donation to the chosen cause (the “Donation”). The available payment methods are debit and card cards; cash and checks are not accepted. The User will receive a confirmation message and email from the Platform regarding their donations. The Donations are paid to the cause on a period basis depending upon the Master Service Agreement between Roundit Financial Technologies Inc., and the cause in question. Between January 1 and February 15 of each year, the Roundit will provide each cause with an end of year data packet that will detail User donations through the Platform during the previous year. This data packet is designed to provide each cause with the necessary information to provide each non-anonymized user a letter that details a user’s donations for the previous year (the “Donation Letter”). THE COMPANY DOES NOT SUBMIT ANY INFORMATION WHATSOEVER ON THE USER’S BEHALF TO THE LOCAL, STATE, OR FEDERAL GOVERNMENTS NOR TO THE INTERNAL REVENUE SERVICE (“IRS”). The User is solely in control of the use or dissemination of the Donation Letter(s) received or obtained from the Company.

3.4. THE COMPANY CANNOT AND DOES NOT WARRANT NOR GUARANTEE THAT THE PLATFORM, DONATION, DONATION DATA PACKET, OR THIRD PARTY SERVICE PROVIDERS WILL FUNCTION AS INTENDED, BE COMPLETE, OR BE ERROR- FREE. The Company merely provides the Platform to facilitate donations to causes: THE COMPANY IS NOT AN ACCOUNTANT, TAX ADVISOR, OR OTHER PROFESSIONAL AND IS NOT LIABLE FOR ANY TAX ERROR OR OMISSION THAT MAY OR MAY NOT BE CAUSED OR RELATED TO THE USER’S USE OF THE PLATFORM. The Company does not submit, calculate, evaluate, or in any way assist or contribute to the filing of the User’s taxes.

3.5. PLEASE RETAIN THE RECORDS FROM YOUR USE OF THE SERVICE AND CHECK THEM AGAINST THE STATEMENT YOU RECEIVE FROM YOUR FINANCIAL INSTITUTION.

4. Third Party Platforms and Service Providers

4.1. Roundit uses third party service providers (the “Third Party Service Providers”). By making use of some or all of these services on Roundit, you hereby consent and authorize us to delegate the authorizations and share the information that you provide to us with our Third Party Service Providers to the extent required to provide Roundit and its services to you in line with Roundit’s Information Privacy Policy. Roundit uses the following Third-Party Service Providers:

4.1.1. **Auth0:** <https://auth0.com/privacy>

4.1.2. **Azure:** <https://azure.microsoft.com/en-us/support/legal/>

4.1.3. **Dropbox:** <https://www.dropbox.com/privacy>

4.1.4. **Plaid:** <https://plaid.com/legal/>

4.1.5. **SendGrid:** <https://sendgrid.com/tos/>

4.1.6. **Slack:** <https://slack.com/terms-of-service>

4.1.7. **Stripe:** <https://stripe.com/us/terms/>

4.1.8. **Twilio:** <https://www.twilio.com/legal/tos>

4.1.9. **Visual Studio:** <https://www.visualstudio.com/en-us/legal/terms-of-service-vs.aspx>

4.2. If the terms and conditions of any Third-Party Service Provider are no longer available at the locations listed above, or you have any questions or concerns regarding the terms and conditions of any Third-Party Service Provider, you must contact the Third Party Service Provider directly. The links above are provided for your convenience only.

4.3. This Platform provides links to other sites by allowing you to leave this Platform to access third-party material or by bringing third-party material into this Platform via “inverse” hyperlinks and framing technology (a “Linked Site”). Roundit and the Company have no discretion to alter, update, or control the content on a Linked Site. The fact that Roundit has provided a link to a site is not an endorsement, authorization, sponsorship, or affiliation with respect to such site, its owners, or its providers. There are inherent risks in relying upon, using or retrieving any information found on the internet, and the Company urges you to make sure you understand these risks before relying upon, using, or retrieving any such information on a Linked Site

4.4. All content, products and services on Roundit, or obtained from a Linked Site are provided to you “AS IS” without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose, title, non-infringement, security or accuracy. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THIS PLATFORM, ANY LINKED SITE, ANY SERVER, OR THIRD-PARTY SERVICE PROVIDER ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE YOUR USE OF ROUNDIT AND CONTENT IS AT YOUR SOLE RISK.

4.5. The Company does not endorse and is not responsible for (a) the accuracy or reliability of an opinion, advice or statement made through Roundit by any party other than the Company, (b) any content provided on Linked Sites, or (c) the capabilities or reliability of any product or service obtained from a Linked Site. Other than as required under applicable consumer protection law, under no circumstance will the Company be liable for any loss or damage caused by your reliance on information obtained through Roundit or a Linked Site, or your reliance on any product or service obtained from a Linked Site. It is your responsibility to evaluate the accuracy, completeness, or usefulness of any opinion, advice, or other content available through Roundit or obtained from a Linked Site. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific opinion, advice, product, service, or other content.

4.6. The information, software, products and descriptions of services published on Roundit or a Linked Site may include inaccuracies or typographical errors, and the Company specifically disclaims any liability for such inaccuracies or errors. The Company does not warrant or represent that the content on Roundit is complete or up-to-date. The Company is under no obligation to update the content on Roundit. The Company may change the content on Roundit at any time without notice. The Company may make improvements or changes to Roundit at any time.

5. Liability for Service

5.1. You agree that the Company, its affiliates and any of their respective officers, directors, members, employees, or agents shall not be liable, whether in contract, tort, strict liability or otherwise, for any indirect, punitive, special, consequential, incidental or indirect damages (including without limitation lost profits, cost of procuring substitute service or lost opportunity) or attorney fees or costs arising out of or in connection with the delay or inability to use Roundit or a Linked Site, or with the delay or inability to use Roundit or a Linked Site, even if the Company is made aware of the possibility of such damages. This limitation on liability includes, but is not limited to, the transmission of any viruses which may infect your equipment, failure of mechanical or electronic equipment or communication lines, telephone or interconnect problems (e.g., you cannot access your internet service provider), unauthorized

access, theft, operator errors, strikes or other labor problems, or any force majeure. THE COMPANY CANNOT AND DOES NOT GUARANTEE YOUR CONTINUOUS, INTERRUPTED, AND SECURE ACCESS TO ROUNDIT.

5.2. It is your exclusive obligation to maintain and control passwords to your account. The Company shall not be liable for any loss or damages of any kind, under any legal theory, caused by your failure to comply with the foregoing security obligations or caused by any person to whom you grant access to your account. You are exclusively responsible for all activities that occur in connection with your username and password. You agree to immediately notify the Company of any unauthorized uses of your username and password or any other breaches of security.

6. Indemnification

6.1. You acknowledge and agree that you are personally responsible for your conduct while using the Roundit Service, and except as otherwise provided in this Service Agreement, you also agree to indemnify, defend and hold harmless Roundit, its owners, directors, officers, and agents from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Services, or any violation by you of the terms of this Service Agreement.

7. Section VI – Dispute Resolution

7.1. In the event of disputes resulting from the use of Roundit, the parties will first consult together with a view to resolve the dispute.

7.2. If the parties are unable to resolve a dispute amicably, it will be referred to the Superior Court in New York County, New York.

7.3. Your use of Roundit and any dispute arising out of such use of Roundit is subject to the laws of New York County, New York and applicable federal law without regard to conflicts of laws