

Last Updated: August 28, 2025

INTRODUCTION

Next Financial, Inc ("Copper," "we," "us," or "our") operates the Copper mobile application ("App") and related services. These Terms of Use ("Terms") apply to all features, functionalities, and services available through the App. Welcome to Copper! Next Financial, Inc ("Copper," "we," "us," or "our") makes available a rewards program that helps you earn additional income through various activities such as scanning receipts, referring friends, playing games, completing surveys, and trying new products and services. We provide our services (described below) and related content to you through the Copper website, getcopper.com (the "Website"), the Copper application for a mobile phone or any other device and related technologies (the "App" and collectively, such App and Website, including any updated or new features, functionality and technology, the "Services"). All access and use of the Services are subject to your compliance with these terms and conditions of service (as amended from time to time, the "Terms of Service"). By accessing, browsing, or otherwise using the Website, App or any aspect of the Services, you agree to be bound by these Terms of Service. If you do not agree to these Terms of Service, do not use the Services.

You also acknowledge that you have had the opportunity to review our [Privacy Policy](#) and consent to our collection, use, and disclosure of your personally identifiable information in accordance with the Privacy Policy. Please carefully read these Terms of Service, including our Privacy Policy, before you use the Service or access the Website or App.

NOTICE OF ARBITRATION PROVISIONS

Your use of the Services is subject to binding individual arbitration of any disputes, including a class action waiver, as provided in Section 8 of these Terms of Service. Please read the arbitration provisions carefully and do not use the Services if you are unwilling to arbitrate any disputes you may have with us (including disputes relating to these Terms of Service and our Privacy Policy).

1. Use of the Services

1.1 Legally Binding Agreement: These Terms of Service constitute a legally binding agreement between Copper, its subsidiaries, affiliates, agents, service providers, and assigns and you ("you," "your").

1.2 Account Requirements: You may be required to register with us or provide information about yourself (e.g., name and email address) in order to access and use

certain features of the Services. If you choose to register for the Services, you agree to provide and maintain true, accurate, current, and complete information about yourself as prompted by the Service's registration form. Registration data and certain other information about you are governed by our Privacy Policy.

1.3 License: Subject to these Terms of Service, Copper grants you a limited, terminable, non-transferable, personal, non-exclusive license to access and use the Services solely as provided herein.

1.4 Restrictions: You may not distribute, modify, broadcast, publicly perform, transmit, reuse, re-post, or use the content of the Services for public or commercial purposes without Copper's prior written permission. Your right to use the Services is for your personal use and not transferable. The technology and software underlying the Services or distributed in connection therewith are the property of Copper, its affiliates, and its licensors (including the App, the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Copper.

1.5 Third-Party Services and Content: The Services may provide links or other access to services, sites, content, technology, and resources that are provided or otherwise made available by third parties (the "Third-Party Services"). Your access and use of the Third-Party Services may also be subject to additional terms and conditions, privacy policies, or other agreements with such third party, and you may be required to authenticate to or create separate accounts to use Third-Party Services on the websites or via the technology platforms of their respective providers. Some Third-Party Services will provide us with access to certain information that you have provided to third parties, including through such Third-Party Services, and we will use, store and disclose such information in accordance with our Privacy Policy. Copper has no control over and is not responsible for such Third-Party Services, including for the accuracy, availability, reliability, or completeness of information shared by or available through Third-Party Services, or on the privacy practices of Third-Party Services. We encourage you to review the privacy policies of the third parties providing Third-Party Services prior to using such services. You, and not Copper, will be responsible for any and all costs and charges associated with your use of any Third-Party Services. Copper enables these Third-Party Services merely as a convenience and the integration or inclusion of such Third-Party Services does not imply an endorsement or recommendation. Any dealings you have with third parties while using the Services are between you and the third party. Copper will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Third-Party Services. Offers are provided and fully operated by Copper.

Any offer related dealings, including participation and awarding of Creds, are solely between you and Copper, not the third party. Copper is not responsible for any issues related to the third party game itself.

1.6 Mobile Services:

- We may offer our Services via a mobile device, including the ability to access certain features through the App (collectively, the “Mobile Services”).
- To the extent you access our Services or send or receive any communications with us through a mobile device, your wireless service carrier’s standard charges, data rates, and other fees may apply.

Downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices.

By using our Mobile Services, you agree that we may communicate with you by SMS, MMS, text message, or other electronic means to your mobile device and, as a result, that certain information about your usage of our Mobile Services may be communicated to us.

1.7 Accessing App from Third Party Distribution Channels:

- The App and other Software may be made available through the Apple, Inc. (“Apple”) App Store, Google Play Store, or other distribution channels (“Distribution Channels”). If you obtain such Software through a Distribution Channel, you may be subject to additional terms of the Distribution Channel. These Terms of Service are between you and us only, and not with the Distribution Channel.
- To the extent that you use any other third-party products and services in connection with your use of our Services, you agree to comply with all applicable terms of any agreement for such third-party products and services.
- If the Software is made available for your use in connection with an Apple-branded product (such Software, “Apple-Enabled Software”), in addition to the other terms and conditions set forth in these Terms of Service, the following terms and conditions apply:
 - Both you and Copper acknowledge that these Terms of Service are between you and Copper only, and not with Apple, and that as between Copper and Apple, Copper, not Apple, is solely responsible for the Apple-Enabled Software and its content.
 - You may not use the Apple-Enabled Software in any manner that is in violation of, inconsistent, or otherwise in conflict with our Services and Content Usage Rules (“Usage Rules”) set forth for Apple-Enabled Software in the Apple Media Services Terms and Conditions.

- Any license we may give you to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS product that you own or control, as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions.
- Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.
- Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty, which will be Copper's sole responsibility, to the extent it cannot be disclaimed under applicable law.
- Both you and Copper acknowledge that Copper, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including: (a) product liability claims; (b) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.
- In the event of any third-party claim that the Apple-Enabled Software or the end-user's possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between Copper and Apple, Copper, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.
- 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.
- If you have any questions, complaints or claims with respect to the Apple-Enabled Software, they should be directed to Copper as follows:
 - By e-mail: support@getcopper.com
 - By mail: 720 Seneca St Ste 107, #321, Seattle, WA 98101
- Both you and Copper acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms of Service with respect to the Apple-Enabled Software, and that, upon your acceptance of

these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you with respect to the Apple-Enabled Software as a third-party beneficiary.

- If the Software is made available for your use in connection with a mobile app you download from the Google Play Store (such Software, “Google-Sourced Software”), in addition to the other terms and conditions set forth in these Terms of Service, (i) you acknowledge that these Terms of Service are between you and Copper only, and not with Google, Inc. (“Google”); (ii) your use of Google-Sourced Software must comply with Google’s then-current Google Play Terms of Service; (iii) Google is only a provider of Google Play where you obtained the Google-Sourced Software; (iv) Copper, and not Google, is solely responsible for Copper’s Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or these Terms of Service; and (vi) you acknowledge and agree that Google is a third-party beneficiary to these Terms of Service as it relates to Copper’s Google-Sourced Software.

2. User Representations and Warranties

2.1 Eligibility:

- You must be at least 13 years old to use the Services. Certain offers may require you to be 18 years or older.
- If you are under the age of 18, you represent that you have your parent’s or legal guardian’s approval to access the Services.
- If we receive actual notice that you are under the age of 13 (or the applicable minimum age in your jurisdiction) or lack parental approval (where required by law), we will terminate your access to the Services, deactivate your account, and delete your data.
- Some offerings on the Services may also be subject to additional age or parental consent restrictions.
- If you are the parent or legal guardian of a user under the age of eighteen (18), by allowing your child to use the Services, you are subject to these Terms of Service and responsible for your child’s related activity. If you need to request the deletion of your child’s account, please email support@getcopper.com and provide proof of parentage.
- You must not be a competitor of Copper or any of its affiliates, or acting on behalf of a competitor of Copper in using or accessing the Services. No employee, independent contractor, agent, or affiliate of any competing [rewards program]

company is permitted to view, access, or use any portion of the Services without express written permission from Copper.

2.2 Compliance: By using the Services, you confirm, represent, and warrant that:

- You are able to form a binding contract with Copper. You will comply with these Terms of Service and all relevant local, state, national, and international laws, rules, and regulations.
- You are not subject to the prohibitions described in Excluded Users and Territories. These prohibitions include:
 - Being located in, under the control of, or a national or resident of any country to which the United States has embargoed goods or services.
 - Being identified as a "Specially Designated National."
- Being placed on the U.S. Department of Commerce's "Denied Persons List or Entity List" or any other U.S. export control list, or if the transaction would otherwise be illegal under any applicable law or regulation.

3. Rewards Program

3.1 Overview

Copper offers a rewards program ("Rewards Program") where users can earn points ("Creds") by completing activities such as scanning receipts, referring friends, installing and leveling up in games, starting and completing surveys, and trying new products and services. Creds have no cash, monetary, or other value and are only redeemable for gift cards or other prizes as offered by the Rewards Program. Creds are issued by Copper for your personal, family, or household purposes. Creds are not available for purchase.

Redemption Prizes are the rewards that users can redeem using their accumulated Creds. Redemption Prizes may include, but are not limited to, gift cards, cash rebates, and other items or services that Copper may offer from time to time. Redemption Prizes are subject to availability and the specific terms and conditions outlined in the Rewards Program at the time of redemption. Copper reserves the right to discontinue a Redemption Prize at any time without notice to you.

3.2 Earning Creds

- **Receipts:** Earn Creds by scanning shopping and restaurant receipts.

- You may not submit, and will not be entitled to Creds for, any of the following: fake or altered receipts, receipts for purchases made by other persons, receipts for purchases of goods or services not for personal, non-commercial use, receipts in any currency other than U.S. dollars, or receipts for products or services that have been (or are intended to be) returned, refunded or credited (in whole or in part). Any form of receipt uploaded in violation of the foregoing may result in Cred reversal and/or account closure.
- Copper may determine that a receipt is fraudulent or does not otherwise entitle you to Creds, in Copper's sole discretion. You may dispute Copper's determination by contacting us at Help within your Copper app within thirty days of Creds deduction (or other action by Copper implementing its determination). After thirty days of such deduction or other action by Copper, you waive any right to dispute or make a claim regarding Copper's determination.
- **Referrals:** Earn Creds when someone you refer becomes a new Copper user.
 - In order to earn Creds, you must provide your unique referral code to your friend and your friend must enter your unique referral code when he or she signs up for a Copper Account.
 - In addition, you and your friend must complete specific actions, as outlined within your Copper Account, and which may be updated at Copper's discretion with no notice to you.
 - Upon successful completion of the defined referral action(s), you are eligible for the applicable reward.
 - You may only earn one reward for each new Copper Account that is opened using your referral code.
 - Current or inactive former users cannot qualify as new users for referral purposes.
 - Copper reserves the right to limit the frequency of awarded referrals per year and void or take any other action it deems appropriate with respect to referrals.
 - Copper may discontinue any aspect of the Reward Program related to referrals at its sole discretion without notice.
- **Surveys:** Earn Creds by starting and completing surveys.
 - Upon creating an account with Copper, you may receive a selection of surveys that you may voluntarily take.
 - Some surveys are provided by third-party survey providers and are subject to such third parties' terms of service and privacy policies. Copper

is not responsible for the content of the surveys or your ability to successfully complete any such survey.

- If you are unable to successfully complete a survey for any reason, you are not eligible for compensation, and Copper will not be responsible or liable for any surveys that are prematurely terminated.
- **Games:** Earn Creds by installing and leveling up in games, including for in-app purchases.
 - Offers are provided and fully operated by Copper. The third party is not responsible for the content, operation, or execution of such offers. Third party's responsibility is limited solely to such third party's game itself.

No more than \$2,000 of value may be associated with your Copper Account on any day.

3.3 Suspension or Termination of Your Participation

Copper may, at any time, with or without notice to you,:

- Limit, suspend, or terminate your participation in a Rewards Program or your Copper Account.
- Suspend or void any Creds or potential Creds you have earned or accumulated but not yet redeemed.

These actions may be taken if, in Copper's sole discretion:

- You do not comply with these Terms of Service, applicable law, or the terms and conditions of any Rewards Program.
- You require an uncommon or excessive level of customer support.
- You are not using the Rewards Program benefits consistent with typical participants.

Decisions made by Copper regarding any Rewards Program and your participation are final and binding.

We reserve the right to change, suspend, or cancel all or part of a Rewards Program at any time (including voiding any unredeemed Creds earned from a Rewards Program). Such actions may be taken without prior notice or compensation to you.

3.4 Verification for Redemption

- **Identity Verification:** To redeem Creds, you may be required to verify your identity through:
 - Mobile phone verification
 - Geolocation confirmation
 - Email verification
 - Identity verification
- **Verification Rights:** Copper reserves the right to verify your identity to our complete satisfaction before:
 - Crediting or allowing redemption of any Creds
 - Issuing or delivering any Redemption Prizes
 - Providing access to or any benefit associated with the Services
- **Purpose of Verification:** These verification requirements are in place to confirm, preserve, and protect the security of the Services and your Account from unauthorized access and security threats.
- **Methods of Verification:** Verification may be conducted by:
 - Requesting an image of your passport, driver's license, or state ID card
 - Requiring you to verify the mobile phone number associated with your Account
 - Any other proof of identity or eligibility as we may require, directly or through a third-party verification service
- **Additional Eligibility Requirements:** Some Services or Redemption Prizes may have additional eligibility requirements. Copper reserves the right to determine or verify your eligibility using appropriate methods.
- **Account Security:** If you are unable or unwilling to verify your identity in response to our request, or if we suspect your Account may be compromised or a security threat, Copper reserves the right, at our sole discretion, to:
 - Temporarily or permanently deactivate your Account
 - Deny or restrict access to your Account or any benefit associated with the Services (including denial of any Redemption Prizes).
- You represent and warrant that all information provided by you to redeem Creds is accurate and valid. If Copper requires you to provide bank account information, you represent and warrant that the bank account is located in the United States and that you are authorized to receive payments from Copper in the bank account.

3.5 Redeeming Creds

- **Use of Creds:** Creds can only be redeemed for the Redemption Prizes offered by Copper under the applicable Rewards Program. When you redeem Creds, you authorize us to deduct the balance from your Copper Account.

- **Eligibility:** You can redeem the Creds in your account for Redemption Prizes according to the Rewards Program requirements at the time of redemption. Cred reserves the right to establish additional limits on the amount, type, and number of redemptions you can make. We may not disclose these limits to you, or changes to these limits, unless required by law. We may refuse to process any transaction that we believe may violate these Terms or any other agreement you have with us.
- **Limited Supply:** Supplies of Redemption Prizes may be limited and are available on a first-come, first-served, and while-supplies-last basis.
- **Unavailable Prizes:** If a Redemption Prize is unavailable, out of stock, or cannot be provided for any reason, Copper may, at our sole discretion, provide you with a prize of equal or greater value.
- **Finality of Redemption:** Once Creds have been successfully redeemed:
 - No re-crediting, reversal, or refund of Creds will be issued for any reason.
 - You cannot reverse or cancel the transaction or return the prize for a refund or re-crediting of Creds or an alternative prize.

3.6 Electronic W-9 Certifications

By accepting these Terms of Service, you certify under penalty of perjury that:

- The Taxpayer Identification Number or Social Security Number that you may provide is correct;
- You are not subject to backup withholding because:
 - (a) You are exempt from backup withholding, or
 - (b) You have not been notified by the Internal Revenue Service (IRS) that you are subject to backup withholding as a result of a failure to report all interest or dividends, or
 - (c) The IRS has notified you that you are no longer subject to backup withholding; and
- You are a U.S. citizen or other person.

The Internal Revenue Service does not require your consent to any provision of this clause other than the certifications required to avoid backup withholding. It is your responsibility to find out if you are liable for any federal, state, or local taxes as a result of earning Rewards.

3.7 Delivery of Redemption Prizes

- **Processing Times:** Processing times for Redemption Prizes may vary.
- **Digital Delivery:**

- Redemption Prizes are usually digital and delivered electronically to the email address linked to your Account.
- **Undelivered or Unclaimed Prizes:**
 - If we are unable to deliver a Redemption Prize or it goes unclaimed, you authorize us to cancel or reverse the redemption where possible.
 - We will attempt to restore the associated Creds to your Account in the applicable Rewards Program so you can try to redeem them again in the future.
- **Liability:**
 - Copper shall not be liable for any inability or failure to cancel or reverse the redemption and restore the associated Creds to your Account.

3.8 Creds Have No Monetary Value and Are Nontransferable

- **No Cash Value:** Unredeemed Creds in your Account have no cash, monetary, or other value.
- **Property of Copper:** Creds remain the sole property of Copper and must be surrendered to us on demand.
- **Redeemable Only for Prizes:** Creds are only redeemable for Redemption Prizes that Copper offers in the Rewards Program.
- **Subject to Terms:** All redemptions are subject to these Terms of Service and the specific Rewards Program redemption requirements at the time of redemption.

3.9 Creds Expiration

You agree and acknowledge that

- **Policy Changes:** We may adopt or modify our Creds expiration rules and policies at any time, affecting past, present, or future Creds.
- **Expiration and Removal:** If your Creds expire under the current rules, we may remove them from your Copper Account without compensation or further obligation.
- **Inquiries and Re-Crediting:** If you have questions or wish to request re-crediting of expired Creds, please contact us as provided in Section 11. Requests are subject to terms, limitations, and requirements that we may impose in our sole discretion.

3.10 Inactive Accounts

- **Inactivity Period:** Accounts that have not been logged into and have had no Creds received or redeemed for one (1) year or more may be deemed inactive and closed.
- **Policy Modifications:** We may modify our inactive account rules and policies from time to time. If your account becomes inactive under the current rules, we may close it without compensation or further obligation.
- **Account Reactivation:** If you have questions or wish to request account reactivation, please contact us as provided in Section 11. Requests are subject to terms, limitations, and requirements that we may impose in our sole discretion.

4. User Conduct and Responsibilities

4.1 Acceptable Use Policy: You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages, and other materials (“content”) that you make available to Copper, including by uploading, posting, publishing, or displaying (hereinafter, “upload(ing)”) via the Services or by emailing or otherwise making available to other users of the Services (collectively, “User Content”). You agree not to use the Service for any unlawful or prohibited activities, including but not limited to:

- Providing information that is incomplete, false, or inaccurate.
- Impersonating any person or entity, including, without limitation, an employee of ours, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Collecting personally identifiable information about other users of the Services for commercial or any other purposes.
- Attempting to gain unauthorized access to Copper’s computer systems or engage in any activity that disrupts, diminishes the quality of, probes for vulnerability, interferes with the performance of, or impairs the functionality of, the Services (or the servers and networks which are connected to the Services).
- Creating or attempting to create multiple user accounts.
- Using bots, crawlers, or any other automated means to collect data from the Services.
- Accessing or using the Services if you have been previously removed from the Services by us.
- Engaging in abusive, harassing, or threatening behavior towards Copper, Copper customers, or team members.
- Using the Services for any commercial purpose or for the benefit of any third party, except as otherwise explicitly permitted by Copper.
- Engaging in criminal activity or conduct that may violate any applicable law.

- Attempting to interfere with the Services or the Services' security.
- Distributing content that may create a risk of loss or damage to any person or property.
- Enabling unauthorized users to access the Services.
- Using the Services to export software or data in violation of applicable laws.
- Selling, copying, or otherwise exploiting the Services without Copper's permission.
- Removing any proprietary notices from the Services.

4.2 Account Responsibilities:

- **Creating an Account:** We may ask you to create or apply for an online account to use certain parts of the Website, App, or our Services ("Copper Account"). When you create a Copper Account, you may be required to pick a username, password, and/or other access credentials. Registration data and certain other information about you are governed by our Privacy Policy.
- **Account Security:** You are responsible for maintaining the confidentiality of your Copper Account and access credentials and for restricting access to your computer and any other devices you use to access your Copper Account. You agree to accept responsibility for all activities that occur under your Copper Account or access credentials. Notify us immediately if your credentials have been lost or stolen.
- **Accurate Information:** You agree to provide us with complete, accurate, and up-to-date information for your Copper Account and update such information as needed. Failure to do so may result in the suspension or termination of your Copper Account.
- **Unauthorized Use:** Immediately notify us of any unauthorized use of your access credentials or Copper Account or any other breach of security. Ensure that you exit from your Copper Account at the end of each session when accessing our Services.
- **Account Transfer:** You may not assign or otherwise transfer your Copper Account to any other person, except to the extent that these Terms of Service or any additional terms permit you to add a third party authorized to use your Copper Account on your behalf (an "Authorized User").
- **Third-Party Access:** You acknowledge that we are not responsible for third-party access to your Copper Account, including access by an Authorized User and access that results from theft or misappropriation of your Copper Account or access credentials.

4.3 Rights Reserved:

We reserve the right, in our sole discretion, to:

- Refuse or cancel Services.
- Terminate Copper Accounts.
- Remove or edit content.

4.4 Consequences of Violation: Violations of these Terms, especially those related to account security and abusive behavior, may result in the suspension or termination of your Copper Account without notice. If you have any questions or concerns regarding these actions or wish to request Account reactivation (subject to such terms, limitations, and requirements as we may impose from time to time), please contact us as provided in Section 11 below.

5. Communication and Privacy

5.1 Communication:

- **Account Notifications:** By using the Services, you agree to receive notifications, messages, and other communications related to your account and the Services.
- **Marketing Communications:** If you opt-in to receive marketing communications from Copper, you can unsubscribe at any time by following the instructions in those communications.

5.2 SMS Terms of Service:

- Copper may send transactional text and/or SMS messages to your registered phone number, including important account notices and verification codes.
- There is no additional charge for telephonic communications, but your carrier's standard message and data rates apply to any text messages, SMS or MMS messages you send or receive. Your carrier may prohibit or restrict certain mobile features and certain mobile features may be incompatible with your carrier or mobile device. Neither we nor carriers are liable for any delays in the receipt of, or any failures to receive, any calls, text messages, SMS or MMS messages, as delivery is subject to effective transmission by your mobile carrier and compatibility of your mobile device. Please contact your mobile carrier if you have any questions regarding these issues or your mobile data and messaging plan.
- To cancel the SMS service, text "STOP" to the short code. You will receive a confirmation SMS message.

- For issues with the messaging program, reply with “HELP” or contact support in your Copper app, “Help.”.
- Copper will obtain your consent for marketing text and/or SMS messages separately.

5.3 Consent to User Testing: Copper may contact customers and authorized users on customer accounts for product research and development purposes. Account holders may choose to opt out on behalf of themselves and their Authorized Users by contacting support@getcopper.com. Copper will make reasonable efforts to promptly acknowledge and action these requests.

5.4 Privacy: Your use of the Services is also governed by our Privacy Policy, which outlines our practices regarding the collection, use, and disclosure of your personal information. By using the Services, you consent to the collection, use, and disclosure of your information as described in the Privacy Policy.

For further details on our privacy practices, please review our [Privacy Policy](#).

6. Social Media Participation

6.1 Consent to Share Information: By participating in our Facebook group or Discord server (“Social”), you consent and agree that:

- you will follow group/server conduct rules
- you will not harass any other member
- you will engage in respectful and constructive communication
- you will not post spam, advertisements, or self-promotional content without prior permission from the group administrators
- you will respect the privacy of other members and not share their personal information without explicit consent
- you will ensure that your posts and discussions are relevant to the group’s purpose and topics
- you will not post content that promotes hate speech, bullying, or discrimination
- you will not promote or engage in any illegal activities
- you will report any violations of these rules to the group administrators or moderators

7. Intellectual Property

7.1 User Content: You hereby grant Copper a perpetual, irrevocable, fully paid up, royalty-free, non-exclusive, worldwide, transferable, sublicensable (through multiple

tiers) license to reproduce, use, display, perform, distribute, modify and create derivative works of User Content, in any form, medium or technology now known or later developed, (i) in connection with the operation of the Services, (ii) to develop and improve the Services and other Copper offerings, (iii) for the promotion, advertising or marketing of the foregoing, and (iv) as otherwise set forth in our Privacy Policy. You assume all risk associated with your User Content and the transmission of your User Content, and you have sole responsibility for the accuracy, quality, legality and appropriateness of your User Content. You represent and warrant that you have all rights necessary in the User Content to grant Copper the foregoing license. You acknowledge and agree that Copper may preserve User Content and may also disclose User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws, or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Copper, its users, or the public. You understand that the technical processing and transmission of the Services, including your User Content, may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

7.2 Service Content: You acknowledge and agree that the Services may contain content or features (“Service Content”) that are protected by copyright, patent, trademark, trade secret, or other proprietary rights and laws. Except as expressly authorized by Copper, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Services or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content that you upload to or make available through the Services in accordance with these Terms of Service. Any use of the Services or the Service Content other than as specifically authorized herein is strictly prohibited.

7.3 Trademarks: The Copper name and logos are trademarks and service marks of Copper (collectively the “Copper Trademarks”). Other company, product, and service names and logos used and displayed via the Services may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Copper. Nothing in these Terms of Service or the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Copper Trademarks displayed on the Services, without our prior written permission in each instance. All goodwill generated from the use of Copper Trademarks will inure to our exclusive benefit.

7.4 Third-Party Material: Under no circumstances will Copper be liable in any way for any content or materials of any third parties (including users), including for any errors or

omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that Copper does not pre-screen content, but that Copper and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Services. Without limiting the foregoing, Copper and its designees will have the right to remove any content that violates these Terms of Service or is deemed by Copper, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

7.5 Usage Data and Submissions: You hereby authorize Copper and its third-party service providers to collect and analyze User Content and other data and information relating to the Services and related systems and technologies and derive statistical and usage data relating thereto (collectively, “Usage Data”). We may use Usage Data for any purpose in accordance with applicable law and our Privacy Policy. Any questions, comments, suggestions, ideas, feedback, reviews, or other information about the Service (“Submissions”), provided by you to Copper are non-confidential and Copper will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment, attribution, or compensation to you.

8. Liability, Disclaimers, Indemnification, Dispute Resolution, and Class Action Waiver

8.1 Limitations of Liability: YOU EXPRESSLY UNDERSTAND AND AGREE THAT COPPER AND ITS AFFILIATES AND ITS AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, DIRECTORS, SERVICE PROVIDERS, LICENSORS AND AGENTS (COLLECTIVELY, THE “COPPER PARTIES”) WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING DAMAGES FOR LOSS OF GOODWILL, USE, OR DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE COPPER PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE SERVICES; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR

DATA; (D) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (E) ANY OTHER MATTER RELATING TO THE SERVICES. IN NO EVENT WILL THE COPPER PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID COPPER IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

IF YOU ARE A USER FROM NEW JERSEY, THE SECTIONS TITLED "INDEMNIFICATION", "DISCLAIMERS" AND "LIMITATIONS OF LIABILITY" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION WILL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

8.2 Indemnification: To the extent permitted under applicable law, you agree to defend, indemnify, and hold harmless the Copper Parties from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind, and injury (including death) arising out of or relating to your use of the Services, any User Content, your connection to the Services, your violation of these Terms of Service, or your violation of any rights of another. Copper will provide notice to you of any such claim, suit, or proceeding. Copper reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section, and you agree to cooperate with any reasonable requests assisting Copper's defense of such matter. You may not settle or compromise any claim against the Copper Parties without Copper's written consent.

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

8.4 Agreement to Binding Arbitration: Disputes are resolved through binding arbitration.

These Dispute Resolution by Binding Arbitration sections 8.4 through 8.11 are referred to in these Terms of Service as the “Arbitration Agreement.” You agree that any and all disputes or claims that have arisen or may arise between you and Copper, whether arising out of or relating to these Terms (including any alleged breach), our Services, any advertising, any aspect of the relationship, or transactions between us, will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into these Terms, you and Copper are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not by a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

8.5 Class Action Waiver:

YOU AND COPPER AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND COPPER AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON’S OR PARTY’S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE

ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIMS.

8.6 Pre-Arbitration Dispute Resolution: Copper is always interested in resolving disputes amicably and efficiently, and most user concerns can be resolved quickly and to the user's satisfaction by emailing customer support at support@getcopper.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Copper should be sent Next Financial Inc, 720 Seneca St Ste 107, #321, Seattle, WA 98101 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought. If you and Copper do not resolve the claim within 60 calendar days after the Notice is received, you or Copper may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Copper or you will not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you are or Copper is entitled.

8.7 Arbitration Procedures:

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, <http://www.adr.org/consumer>. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms of Service as a court would. All issues are for the arbitrator to decide, including issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Terms of Service and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Copper and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of each's ability

to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by AAA. If your claim is for \$10,000 or less, Copper agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

8.8 Costs of Arbitration: Payment of all filing, administration, and arbitrator fees (collectively, the “Arbitration Fees”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, Copper will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Copper will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Copper will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys’ fees will be governed by the AAA Rules.

8.9 Confidentiality: All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator will be strictly confidential for the benefit of all parties.

8.10 Severability: If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than Section 8.5 (Class Action Waiver)) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of Section 8.5 (Class Action Waiver) are invalid or unenforceable, then the entirety of this Arbitration Agreement will be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of these Terms of Service will continue to apply.

8.11 Future Changes to the Arbitration Agreement: Notwithstanding any provision in these Terms of Service to the contrary, Copper agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of our Services, you may reject any such change by sending Copper written

notice within 30 calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).

9. International Users and California Users

9.1 International Users: You acknowledge and agree that the Services are controlled, operated, and administered by Copper from its offices within the United States. Copper makes no representation that the Services are appropriate for use at locations outside of the United States or that access to or use of the Services does not violate any law where you are located. If you access the Services from a location outside of the United States, you are solely responsible for ensuring that your use is in full compliance with all local laws.

9.2 Notice for California Users: Under California Civil Code Section 1789.3, users of the Services from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted (a) via email at dca@dca.ca.gov; (b) in writing at: Department of Consumer Affairs, Consumer Information Division, 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834; or (c) by telephone at (800) 952-5210 or (800) 326-2297 (TDD). Sacramento-area consumers may call (916) 445-1254 or (916) 928-1227 (TDD). You may contact us at NEXT Financial Inc., Next Financial Inc, 720 Seneca St Ste 107, #321, Seattle, WA 98101, support@getcopper.com.

10. Changes to Terms

10.1 Updates to Terms: Copper reserves the right to update or change these Terms of Service at any time. We may change these Terms of Service from time to time due to changes in our Services, technology, applicable laws, or for other reasons.

10.2 Notification of Changes: If we update these Terms, we will notify you by posting the updated Terms of Service on the App or Website. Any changes will become effective immediately after they are posted and will apply to your use of our Services after the changes become effective.

10.3 Immediate Changes: Changes addressing modifications to our Services, new functions, or legal reasons may be effective immediately, with or without notice to you.

10.4 Continued Use: Your continued use of our Services after these Terms of Service have changed means that you accept those changes. If you do not agree to any changes, you must cease using the Services.

10.5 Service Modifications: Copper may discontinue, temporarily or permanently, our Services or any part of our Services, or otherwise change our Services with or without notice. You agree that Copper will not be liable to you or any third party for any modification, suspension, or discontinuance of our Services.

11. Termination

You agree that Copper, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Services and remove and discard any content within the Service, for any reason, including for lack of use or if Copper believes that you have violated or acted inconsistently with the letter or spirit of these Terms. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Services, may be referred to appropriate law enforcement authorities. Copper may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Services under any provision of these Terms of Service may be effected without prior notice, and acknowledge and agree that Copper may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Services. Further, you agree that Copper will not be liable to you or any third party for any termination of your access to the Services.

12. General

These Terms of Service (together with the terms incorporated by reference herein) constitute the entire agreement between you and Copper governing your access and use of the Services, and supersede any prior agreements between you and Copper with respect to the Services. You also may be subject to additional terms and conditions that may apply when you use Third-Party Services, third-party content or third-party software. These Terms of Service will be governed by the laws of the State of Washington without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and Copper submit to the personal and exclusive jurisdiction of the state and federal courts located within State of Washington. The failure of Copper to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the

parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of these Terms of Service and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms of Service without the prior written consent of Copper, but Copper may assign or transfer these Terms, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. As used in these Terms, the words "include" and "including," and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation." Notices to you may be made via either email or regular mail. The Services may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service. Copper will not be in default hereunder by reason of any failure or delay in the performance of its obligations where such failure or delay is due to civil disturbances, riot, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or unavailability of electrical power, network access or equipment, or any other circumstances or causes beyond Copper's reasonable control.

13. Contact Information

13.1 Contact: For questions or concerns about these Terms or your Creds, users can contact Copper through the in-app Help button, the Help Center on the website, or support@getcopper.com.