

## DIANE MONEY – TERMS OF SERVICE

**ARBITRATION NOTICE:** THESE TERMS CONTAIN AN ARBITRATION AGREEMENT GOVERNED BY THE FEDERAL ARBITRATION ACT THAT AFFECTS YOUR RIGHTS. PLEASE READ SECTION 16 CAREFULLY.

**Last updated:** March 2, 2026

These Terms of Service (the **“Agreement”**) govern your access to and use of the Diane Money website located at **dianemoney.com** (the **“Website”**), the Diane Money mobile application (the **“Application”**), and any related services, features, content, and functionality (collectively, the **“Services”**). The Services are **licensed, not sold**.

### 1. Parties; Acceptance; Electronic Form

This Agreement is a binding agreement between you (**“you,” “your,” “End User”**) and **Diane Money** (**“Diane Money,” “we,” “us,” “our”**), principally located at **65 W. Jackson Blvd #109, Chicago, IL 60604, United States**.

By accessing, downloading, installing, creating an account for, or using the Services (including via Apple’s App Store or Google Play), or by clicking **“I Agree”** (or similar), you agree to be bound by this Agreement. If you do not agree, do not use the Services.

You consent to receiving this Agreement and related notices in **electronic form**. See Section 19 (Electronic Communications).

### 2. Definitions

- **“App Platforms”** means Apple’s App Store and Google Play (and their affiliates).
- **“Third-Party Providers”** means service providers we use to operate the Services (e.g., financial data aggregation providers such as Plaid, analytics providers, cloud hosting providers, customer support tools).
- **“User Data”** means information you provide to us or that we obtain through your use of the Services, including data obtained from connected financial accounts (subject to our Privacy Notice).
- **“Contributions”** means content you submit that is not required to operate core financial aggregation (e.g., reviews, feedback, testimonials, support messages, bug reports, suggestions).
- **“Sensitive Account Data”** means sensitive authentication or account details, including: bank credentials, passwords, full payment card numbers, Social Security numbers, routing numbers, or other authentication secrets.

### 3. Eligibility; Geographic Use

You must be at least **18 years old** and have the legal capacity to enter this Agreement. The Services are intended for use by persons located in the **United States and its territories**. If you access the Services from outside the U.S., you do so at your own risk and are responsible for compliance with local laws.

You represent you are not located in a country subject to U.S. embargo, and you are not on any U.S. list of prohibited or restricted parties.

### 4. Nature of Services; Not a Bank; No Financial Advice

Diane Money provides **financial information and money-management tools** to help you understand spending, debt, and related financial patterns.

**Not a bank / financial institution.** Diane Money is **not** a bank, credit union, lender, broker-dealer, investment adviser, or financial planner. We do not provide banking services.

**No financial, legal, or tax advice.** Any insights, projections, suggestions, or educational content are **informational only**. You remain solely responsible for your decisions and should consult qualified professionals as appropriate.

### 5. Accounts; Security; Your Responsibilities

You are responsible for maintaining the confidentiality of your login credentials and for all activity under your account. You agree to notify us promptly of any unauthorized use or security incident involving your account.

No system is perfectly secure. While we use commercially reasonable safeguards, you acknowledge that unauthorized access may occur and agree to use the Services at your own risk.

### 6. Financial Account Connections; Aggregation; Data Accuracy

The Services may allow you to connect external financial accounts (including bank accounts, credit cards, student loans, and mortgage accounts). By connecting an account, you authorize Diane Money and our Third-Party Providers (including **Plaid** or similar providers) to access and retrieve financial account data on your behalf.

You acknowledge and agree that:

- financial institution data may be **delayed, incomplete, inaccurate, or unavailable**;
- financial institutions and Third-Party Providers are outside our control;
- you connect accounts **at your own risk**; and

- you are solely responsible for **reviewing and verifying** information before relying on it.

The Services are not intended for **real-time transaction decisioning** or **payment execution**.

## **7. Fees; Billing; Your Pricing Model; Refunds**

### **7.1 Pricing model**

Diane Money may offer the Services through one or more of the following (which may change over time):

- **Pay-what-you-feel-it's-worth** pricing (where you choose what to pay);
- fixed-price options, including (for example) **\$9.99** and **\$27.99** tiers;
- subscriptions, one-time purchases, promotional pricing, or free trials (if offered).

Current pricing and plan details will be presented in the app and/or on our Website at the time of purchase. Prices and offers may change at any time.

### **7.2 App Platform purchases**

If you purchase through an App Platform, billing, cancellation, and refunds may be governed by that App Platform's rules. **Apple and Google generally control refunds for in-app purchases.** We cannot guarantee refunds for App Platform transactions.

### **7.3 Taxes and nonpayment**

You are responsible for any applicable taxes. If payment fails or is reversed (e.g., chargeback), we may suspend or terminate your access until the issue is resolved.

### **7.4 Price changes**

We may change prices or plans. If a change materially affects paid access you already purchased, we will provide notice as required by applicable law and/or App Platform rules.

## **8. License Grant; Ownership; Restrictions**

### **8.1 License**

Subject to this Agreement, Diane Money grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Services on devices you own or control, solely for your personal, non-commercial use.

### **8.2 Ownership**

Diane Money retains all right, title, and interest in and to the Services, including all intellectual property rights. You receive no ownership interest.

### **8.3 Restrictions (no scraping / no AI training)**

You agree you will not, and will not attempt to:

- copy, reverse engineer, decompile, disassemble, or derive source code;
- scrape, crawl, harvest, or use automated systems to access the Services;
- use the Services or any data from the Services to train or develop AI models or competing datasets;
- bypass security, rate limits, access controls, or authentication;
- introduce malware or conduct denial-of-service attacks;
- use the Services for unlawful purposes.

We may investigate violations and take action including suspension, termination, and referral to law enforcement.

### **9. Acceptable Use**

You agree not to:

- violate any applicable law;
- infringe others' rights;
- submit deceptive or misleading information;
- interfere with the operation of the Services or other users' access.

### **10. Contributions; Testimonials; User Content**

#### **10.1 Contributions and Sensitive Account Data**

The Services may allow you to submit Contributions through reviews, testimonials, support messages, surveys, and similar channels. Contributions **do not** include Sensitive Account Data, and you agree not to submit Sensitive Account Data as Contributions.

If you provide Sensitive Account Data for account connections or core app functionality, it is treated as User Data and handled according to our **Privacy Notice**.

#### **10.2 License to use Contributions**

By submitting Contributions, you grant Diane Money a non-exclusive, worldwide, royalty-free, fully paid, transferable, sublicensable license to host, store, reproduce, modify, adapt, publish, display, distribute, and otherwise use your Contributions solely to:

- (i) operate, provide, maintain, and improve the Services;
- (ii) troubleshoot and respond to support requests;
- (iii) develop and improve features;
- (iv) comply with legal obligations; and
- (v) where required by law, with your permission, use testimonials/reviews for marketing or promotional purposes.

### **10.3 Marketing use of testimonials (removal request)**

If we use a testimonial/review for marketing purposes and applicable law requires or provides, we will offer a reasonable method for you to request removal of your name or identifying details from such marketing materials.

### **10.4 Your representations**

You represent that you own or have the rights to submit Contributions and that Contributions do not violate law or third-party rights and are not false, misleading, or deceptive.

### **10.5 Moderation and enforcement**

We may remove or refuse to post Contributions and may suspend or terminate accounts for violations. We have no obligation to monitor Contributions.

## **11. Third-Party Materials and Services**

The Services may include links to third-party websites or services or display third-party content ("Third-Party Materials"). We do not control Third-Party Materials and are not responsible for their accuracy, legality, or availability. Your use of Third-Party Materials is at your own risk and subject to third-party terms.

## **12. Service Availability; Modifications**

The Services are provided **"AS IS"** and **"AS AVAILABLE."** We may modify, suspend, or discontinue any aspect of the Services at any time. We do not guarantee uninterrupted or error-free operation.

## **13. Disclaimer of Warranties**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, DIANE MONEY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICES WILL BE ACCURATE, COMPLETE, RELIABLE, SECURE, OR AVAILABLE AT ALL TIMES, OR THAT DEFECTS WILL BE CORRECTED. SOME JURISDICTIONS DO

NOT ALLOW CERTAIN WARRANTY DISCLAIMERS, SO SOME DISCLAIMERS MAY NOT APPLY TO YOU.

#### **14. Limitation of Liability; Time Limit to Bring Claims**

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- DIANE MONEY WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST SAVINGS, LOSS OF DATA, OR BUSINESS INTERRUPTION.
- DIANE MONEY'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THE SERVICES OR THIS AGREEMENT WILL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID TO DIANE MONEY FOR THE SERVICES IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM OR (B) \$100.

ANY CLAIM MUST BE BROUGHT WITHIN **ONE (1) YEAR** AFTER THE CAUSE OF ACTION ACCRUES, OR IT IS PERMANENTLY BARRED (TO THE EXTENT PERMITTED BY LAW).

#### **15. Indemnification**

You agree to defend, indemnify, and hold harmless Diane Money and its affiliates, and each of their respective officers, directors, employees, contractors, agents, service providers, successors, and assigns from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- (i) your use of the Services;
- (ii) your violation of this Agreement;
- (iii) your violation of law or regulation;
- (iv) infringement or alleged infringement of third-party rights; or
- (v) your Contributions.

#### **16. Dispute Resolution; Binding Arbitration; Class Action Waiver**

**PLEASE READ CAREFULLY — THIS SECTION AFFECTS YOUR LEGAL RIGHTS.**

##### **16.1 Informal resolution**

Before starting arbitration, you agree to contact us at [support@dianemoney.com](mailto:support@dianemoney.com) and provide a brief description of the dispute and your contact information. We will try to resolve the dispute informally.

##### **16.2 Binding arbitration; FAA**

Except as provided in Section 16.3, any dispute, claim, or controversy arising out of or relating to this Agreement or the Services will be resolved by **final and binding arbitration**, not in court. This arbitration agreement is governed by the **Federal Arbitration Act (9 U.S.C. § 1 et seq.)**.

### **16.3 Exceptions**

Either party may bring:

- an individual claim in **small claims court** (if eligible), or
- a claim for **injunctive or equitable relief** to protect intellectual property, prevent unauthorized access, scraping, credential abuse, or security incidents.

### **16.4 Class action waiver**

You and Diane Money agree that disputes will be brought **only on an individual basis**. Class actions, class arbitrations, private attorney general actions, and representative actions are not permitted.

### **16.5 Administrator; rules; location**

Arbitration will be administered by **AAA** or **JAMS** under the applicable consumer arbitration rules.

**Location:** Unless you and we agree otherwise, arbitration will take place in the **federal judicial district of your residence** (or remotely if permitted by the administrator).

### **16.6 Opt-out right**

You may opt out of arbitration by sending written notice within **30 days** of first accepting this Agreement to:

**Diane Money Corporation DBA Diane Money**

**ATTN: Arbitration Opt-Out**

**65 W. Jackson Blvd #109, Chicago, IL 60604**

Your notice must include your name, address, and a clear statement that you wish to opt out of arbitration. Opting out will not affect other terms.

### **16.7 Severability; survival**

If any portion of this Section 16 is found unenforceable, the remainder will remain in effect to the maximum extent permitted. This section survives termination of this Agreement.

## **17. Governing Law**

Except as governed by the FAA for arbitration, this Agreement is governed by the laws of the **State of Delaware**, without regard to conflict-of-law rules.

## **18. App Platform Terms (Apple App Store / Google Play)**

If you download the Application through an App Platform, you acknowledge:

- this Agreement is between you and Diane Money, not the App Platform;
- Diane Money is responsible for the Services;
- App Platforms have no obligation to provide maintenance or support;
- App Platforms are not responsible for addressing claims relating to the Application; and
- App Platforms and their subsidiaries are third-party beneficiaries of this Agreement and may enforce it as applicable.

You agree to comply with all applicable App Platform terms and policies.

## **19. Electronic Communications**

By using the Services, you consent to receive communications electronically (e.g., email, in-app messages, push notifications). Electronic communications satisfy any legal requirement that communications be in writing. You are responsible for keeping your contact information current.

Marketing communications may be sent where permitted by law; you can opt out using the method provided in the message or by contacting us.

## **20. Termination**

You may stop using the Services at any time and may close your account where available. We may suspend or terminate your access at any time for violation of this Agreement, suspected fraud or abuse, security concerns, or as otherwise permitted by law.

Upon termination, your license ends. We may retain or delete User Data consistent with our Privacy Notice and applicable legal obligations.

## **21. DMCA Policy**

If you believe content on the Services infringes your copyright, send a notice to:

### **Designated DMCA Agent**

Diane Money

65 W. Jackson Blvd #109

Chicago, IL 60604

support@dianemoney.com

Include identification of the copyrighted work, the infringing material and location, your contact information, a good-faith statement, a statement under penalty of perjury, and your signature (physical or electronic).

## **22. Changes to This Agreement**

We may update this Agreement from time to time. If changes are material, we will provide notice as required by law and/or through the Services, and may require you to re-accept the updated terms to continue using the Services.

## **23. Miscellaneous**

- **Entire Agreement.** This Agreement and any documents it incorporates by reference (including the Privacy Notice) form the entire agreement regarding the Services.
- **Severability.** If any provision is unenforceable, the remaining provisions remain in effect.
- **Assignment.** We may assign this Agreement; you may not assign it without our written consent.
- **No waiver.** Failure to enforce a provision is not a waiver.
- **Survival.** Sections intended by their nature to survive termination will survive (including Sections 13–16).

## **24. Contact Information**

**Diane Money**

65 W. Jackson Blvd #109

Chicago, IL 60604

**support@dianemoney.com**