

**THESE TERMS OF SERVICE ARE SUBJECT TO ARBITRATION  
PURSUANT TO THE FEDERAL ARBITRATION ACT**

## **DIANE MONEY TERMS OF SERVICE**

**Last updated April 1, 2026**

These Terms of Service (the "**Agreement**") are a binding agreement between You ("**End User**", "**You**" or "**Your**") and Diane Money Corporation DBA Diane Money, principally located at 65 W. Jackson Blvd, #109, Chicago, Illinois 60604, United States ("**Diane Money**"). This Agreement governs Your use of the products, services, technologies, features, and functional components offered and provided by Diane Money on, from, and through its website dianemoney.com (the "**Website**") and its mobile application called "Diane Money" (the "**Application**", and together with the Website the "**Services**"). The Services are licensed, not sold, to You. The Services are licensed to You for Your use only under and in accordance with the terms of this Agreement.

By accessing, downloading and/or using the Services and updates thereto, including through Apple's software distribution platform ("**App Store**") or Google's software distribution platform ("**Play Store**", and together with the App Store the "**App Platforms**"), and/or by clicking to accept this Agreement when this option is made available to You, You indicate that You accept this Agreement and that You agree to be bound by all of the terms and conditions of this Agreement. If You do not agree to this Agreement, You must not access, download or use the Services. This Agreement is provided to You in electronic form, in accordance with Your Consent to Electronic Records and Communications that You have already accepted and which is contained in substantially similar form below in this Agreement.

The parties to this Agreement acknowledge that the App Platforms are not a party to this Agreement and are not bound by any provisions or obligations with regard to the Services, such as warranty, liability, maintenance and support thereof. Subject to the terms and conditions of this Agreement, Diane Money, not the App Platforms, is responsible for the Services and the content thereof.

This Agreement may not provide for usage rules for the Application that are in conflict with the latest Apple Media Services Agreement and Conditions and Google Play Agreement of Service ("**Usage Rules**"). Diane Money acknowledges that it had the opportunity to review the Usage Rules and this Agreement is not conflicting with them.

The Application, when purchased or downloaded through the App Platforms, is licensed to You for use only under the terms of this Agreement. Diane Money reserves all rights not expressly granted to You. The Application is to be used on devices that operate with Apple's operating systems ("**iOS**" and "**Mac OS**") or Google's operating system ("**Android**").

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## 1. THE SERVICES AND FEES

1.1 The Application is a piece of software created and intended to give its users more clarity on their financial lives and is customized for iOS, Mac-OS, and Android mobile devices ("**Mobile Devices**"). The Application is intended to be used by its users in order to create and engender better financial decisions by its users. To the extent that You access the Services from Your Mobile Device(s), You acknowledge and understand that Your carrier/provider for the Mobile Device(s) may apply standard charges, data rates, and other fees, that You will be solely responsible for the payment of such charges and fees, and that Your failure to pay such charges and fees may affect Your ability to access the Services from Your Mobile Device(s). You also authorize Your carrier/provider to disclose to Diane Money the following information regarding Your Mobile Device(s): (i) the phone number, (ii) names associated with account, (iii) mailing and email addresses associated with the account, (iv) customer account and billing information, and (v) mobile device identifiers.

1.2 The Website is integrated with the Application and allows users to engage similar features and functionalities as the Application from their personal computer, laptop or tablet ("**Computer Devices**", and together with Mobile Devices the "**Devices**"). As noted in the preamble of this Agreement, the Application and the Website together comprise the "**Services**".

1.3 You acknowledge and agree that the Services are provided under license, and not sold, to You. You do not acquire any ownership interest in the Services under this Agreement, or any other rights thereto other than to use the Services in accordance with the limited license

granted to You, and subject to all terms, conditions, and restrictions under this Agreement. Diane Money reserves and shall retain its entire right, title, and interest in and to the Services, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto.

1.4 By and through Your use of the Services (meaning from the time You first accept this Agreement through the time You terminate Your user account and cease all use of the Services), You agree to pay Diane Money all charges and fees, when due, that are associated, related to, and arising from the Services. You will also be responsible for any sales, use, consumption, ad valorem, VAT, excise or similar taxes associated with Your purchase and use of the Services. The charges and fees associated with Your use of the Services and the timing and schedule of payments will be posted at Diane Money's Stripe check out page and are subject to change from time to time in accordance with Section 1.6 below. If You purchase the Services through an App Platform, billing, cancellation and refunds may be governed exclusively by the App Platform's rules. App Platforms generally control refunds for in-app purchases and Diane Money does not (and cannot) guarantee any refunds will be provided any App Platform (and You should exclusively look to the App Platform regarding any such refunds).

1.5 In order to pay all charges and fees owed by You to Diane Money for use of the Services, You will be asked to select a payment form (acceptable to Diane Money) and provide information related to such payment form to Diane Money. You are responsible for updating Your payment information to ensure that payments to Diane Money are timely made. If You fail to make a payment (for any reason), Diane Money may suspend Your access to the Services and terminate this Agreement.

1.6 Diane Money may change its charges and fees from time to time, and Diane Money will provide You notice of such changes via the contact information associated with Your user account. All changes to Diane Money's charges and fees will go into effect thirty (30) days after delivery of such notice of changes. It is important that You update Your contact information associated with Your user account to ensure that You receive notices of changes to charges and fees (Your failure to maintain accurate contact information will not excuse the enforceability of a change that is properly noticed to You under this Section 1.6). If You do not agree to the change in charges and fees, You may terminate Your user account and cease use of the Services. Your continued use of the Services after notice of a change to the charges and fees shall be deemed an acceptance by You of such change.

1.7 The Services may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including Plaid (collectively the "**Third-Party Materials**"). You acknowledge and agree that Diane Money is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Diane Money does not assume and will not have any liability or responsibility to You or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to You, and You access and use them entirely at Your own risk and subject to such third parties' terms and conditions. Without limiting the generality of the foregoing, You specifically acknowledge and agree that Third-Party Materials in the nature of financial institution data may be delayed, incomplete, inaccurate or unavailable, that such

deficiencies in such Third-Party Materials are outside of the control of Diane Money and that You accept the risk of the deficiencies in such Third-Party Materials.

## **2. SCOPE OF LICENSE**

2.1 You are given a limited, non-transferable, non-exclusive, non-sublicensable license to access, download, install and use the Services on any Devices that You own or control and as permitted by and strictly in accordance with the Usage Rules and this Agreement.

2.2 This Agreement will also govern any updates to the Services provided by Diane Money that replace, repair, and/or supplement the Services, unless a separate Agreement is provided by Diane Money for such update, in which case the terms of that new Agreement will govern.

2.3 You may not share or make the Services or any features or functionality of the Services available to third parties (unless to the degree allowed by the Usage Rules and with Diane Money's prior written consent), including any actions or attempts to sell, rent, lend, lease, or otherwise redistribute the Services or to make the Services available on a network where it is capable of being accessed by other devices not owned or controlled by You.

2.4 You may not reverse engineer, translate, disassemble, integrate, decompile, remove, modify, combine, create derivative works or updates of, adapt, or attempt to derive the source code of the Services, or any part thereof (except with Diane Money's prior written consent).

2.5 You may not copy (excluding when expressly authorized by this Agreement and the Usage Rules) or alter the Services or portions thereof. You may create and store copies only on devices that You own or control for backup keeping under the terms of this Agreement, the Usage Rules, and any other terms and conditions that apply to Your Devices and the Services. You acknowledge that no unauthorized third parties may gain access to these copies at any time. If You sell Your Devices to a third party, You must remove the Services and any login credentials to the Services from the Devices before doing so.

2.6 You may not use the Services in any way that may harm the Services, including without limitation using bots, scrapers, spiders, harvesters, or other automated systems. You may not use the Services or any data from the Services to train or develop A.I., L.L.M. or similar generative models or competing data sets.

2.7 You may not remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Services, including any copy thereof.

2.8 You may not remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Services.

2.9 You may not introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful, or attack the Services via a denial-of-service attack or a distributed denial-of-service attack.

2.10 You may not use the Services for any illegal purpose.

2.11 Violations of the obligations mentioned above, as well as the attempt of such infringement, may be subject to prosecution and damages.

2.12 Diane Money reserves the right to modify the Agreement and conditions of licensing the Services to You, subject to Section 18.3 below.

2.13 Nothing in this Agreement should be interpreted to restrict third-party terms. When using the Services, You must ensure that You comply with applicable third-party terms and conditions.

### **3. TECHNICAL REQUIREMENTS**

3.1 Diane Money may from time to time in its sole discretion develop and provide Services updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Diane Money has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on Your Devices settings, when Your Devices are connected to the internet either of the following should occur: (a) the Services will automatically download and install all available Updates; or (b) You may receive notice of or be prompted to download and install available Updates. You shall promptly download and install all Updates and acknowledge and agree that the Services or portions thereof may not properly operate should You fail to do so. You further agree that all Updates will be deemed part of the Services and be subject to all terms and conditions of this Agreement.

3.2 You acknowledge that it is Your responsibility to confirm and determine that Your Devices on which You intend to use the Services satisfy the technical specifications necessary to use the Services on Your Devices.

3.3 Diane Money reserves the right to modify the technical specifications as it sees appropriate at any time.

### **4. MAINTENANCE AND SUPPORT**

4.1 Diane Money, not the App Platforms, is responsible for providing maintenance and support services (if any are required) for the Services. You can reach Diane Money at the email address listed in the App Store or Play Store for the Application or via the contact information contained in Section 12 of this Agreement.

4.2 You acknowledge that the App Platforms have no obligation whatsoever to furnish any maintenance and support services with respect to the Application.

## 5. USE AND STORAGE OF DATA

5.1 You acknowledge that Diane Money will be able to access and adjust Your content and Your personal information submitted by You through the Services, and that Diane Money's use of such material and information is subject to Your legal agreements with Diane Money and Diane Money's privacy policy at the link accessible at [www.dianemoney.com](http://www.dianemoney.com) (the "**Privacy Policy**"). By downloading, installing, using, and providing information to or through the Services, You consent to all actions taken by Diane Money with respect to Your information in compliance with the Diane Money's Privacy Policy.

5.2 You acknowledge that Diane Money may periodically collect and use technical data and related information about Your Devices, system, application software, and peripherals, in order to offer product support, facilitate the software updates, and for purposes of providing other services to You (if any) related to the Services. Diane Money may also use this information to improve its products or to provide services or technologies to You.

5.3 Diane Money reserves the right to establish, maintain, and modify limits concerning Your use of the Services, including but not limited to, the allotment of time that Your data, content, or Contributions (as defined below) will be stored and retrievable by the Services and the allotment of data storage (if any) on Your behalf on Diane Money's servers. You acknowledge and agree that Diane Money will have no liability to You related to the loss of Your data, content, or Contributions due to storage decisions made by Diane Money. You are solely responsible for ensuring that all such data, content, or Contributions are sufficiently backed up.

## 6. USER-GENERATED CONTRIBUTIONS

The Services may invite You to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide You with the opportunity to create, submit, upload, post, display, transmit, perform, publish, distribute, or broadcast content and materials to Diane Money or in the Services, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, personal account information, financial account information, or personal information or other material (collectively, "**Contributions**"). The "Contributions" do not include any sensitive account data, such as bank credentials, passwords, full payment card numbers, Social Security numbers, routing numbers or similar authentication materials. Contributions may be viewable by other users of the Services and through third-party websites or applications. As such, any Contributions that You transmit may be treated as non-confidential and non-proprietary. When You create or make available any Contributions, You thereby represent and warrant that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of Your Contributions do not and will not

- infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize Diane Money, the Services, and other users of the Services to use Your Contributions in any manner contemplated by the Services and this Agreement.
  - You have the written consent, release, and/or permission of each and every identifiable individual person in Your Contributions to use the name or likeness or each and every such identifiable individual person to enable inclusion and use of Your Contributions in any manner contemplated by the Services and this Agreement.
  - Your Contributions are not false, inaccurate, or misleading.
  - Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
  - Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by Diane Money in its sole discretion).
  - Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
  - Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
  - Your Contributions do not violate any applicable law, regulation, or rule.
  - Your Contributions do not violate the privacy or publicity rights of any third party.
  - Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
  - Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
  - Your Contributions do not otherwise violate, or link to material that violates, any provision of this Agreement, or any applicable law or regulation.

Any use of the Services in violation of the foregoing violates this Agreement and may result in, among other things, termination or suspension of Your rights to use the Services. Diane Money reserves the right to suspend or modify, whether permanently or temporarily, Your access and use of the Services with or without notice. You acknowledge and agree that Diane Money will have no liability to You for any such suspension or modification of the Services.

## **7. CONTRIBUTION LICENSE**

7.1 By posting Your Contributions to any part of the Services or making Contributions accessible to the Services by linking Your account from the Services to any of Your social networking accounts, You automatically grant, and You represent and warrant that You have the right to grant, to Diane Money an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use copy, reproduce, disclose, sell, resell, publish, broad cast, retitle, archive, store, cache,

publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, Your name, image and voice) for the following purposes: (i) operating, providing, maintaining and improving the Services, (ii) troubleshooting and responding to support requests, (iii) developing and improving features, (iv) complying with legal obligations, and (v) preparing and disseminating use testimonials/reviews and marketing and promotional materials; provided that to the extent that applicable law requires Your permission for the purposes under subclause (v), then only with Your permission; provided further that, even if applicable law does not require Your permission for the purposes under subclause (v), Diane Money will offer You a reasonable method to request removal of Your name and other identifying information from any publicly-disseminated marketing or promotional materials.

7.2 This Contributions license will apply to any form, media, or technology now known or hereafter developed, and includes the use of Your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images You provide. You waive all moral rights in Your Contributions, and You warrant that moral rights have not otherwise been asserted in Your Contributions.

7.3 Diane Money does not assert any ownership over Your Contributions. You retain full ownership of all of Your Contributions and any intellectual property rights or other proprietary rights associated with Your Contributions. Diane Money is not liable for any statements or representations in Your Contributions provided by You in any area in the Services. You are solely responsible for Your Contributions to the Services and You expressly agree to exonerate Diane Money from any and all responsibility and to refrain from any legal action against Diane Money regarding Your Contributions.

7.4 Diane Money has the right, in its sole and absolute discretion, (1) to edit, redact, or otherwise change any of Your Contributions; (2) to recategorize any of Your Contributions to place them in more appropriate locations in the Services; and (3) to prescreen or delete any Contributions at any time and for any reason, without notice. Diane Money has no obligation to monitor Your Contributions.

7.5 Diane Money may also preserve and disclose Your Contributions: (i) if required to do so by law or to comply with certain legal process and government requests; (ii) to enforce this Agreement pursuant to its terms and conditions; or (iii) to process and respond to claims that Your Contributions violate the rights of any third parties.

## **8. LIABILITY**

8.1 Diane Money takes no accountability or responsibility for any damages caused due to a breach of Your duties according to this Agreement. To avoid data loss, You are required to make use of backup functions of the Services to the extent allowed by applicable third-party terms and conditions of use. You are aware that in case of alterations or manipulations of the Services, You will not have access to the Services.

8.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL DIANE MONEY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, AFFILIATES, SUCCESSORS, AND ASSIGNS, HAVE ANY LIABILITY TO YOU ARISING FROM OR RELATED TO THE SERVICES FOR: (a) LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR (b) DIRECT DAMAGES IN AN AMOUNT THAT IN THE AGGREGATE EXCEEDS THE GREATER OF: (i) THE AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICES IN THE SIX (6) MONTHS IMMEDIATELY BEFORE THE EVENT GIVING RISE TO THE CLAIM, AND (ii) \$100. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR DIANE MONEY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

8.3 ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

8.4 You agree to indemnify, defend, and hold harmless Diane Money and its officers, directors, employees, agents, service providers, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to Your misuse of the Services or Your breach of this Agreement, including but not limited to Your Contributions submitted or made available through the Services.

## **9. WARRANTY**

9.1 You are required to inspect the Services immediately after installing and/or accessing them and to notify Diane Money about issues discovered without delay by email provided to support@dianemoney.com. The defect report will be taken into consideration and further investigated if it has been emailed within a period of thirty (30) days after discovery by You of such defect.

9.2 If Diane Money confirms that the Services are defective, Diane Money reserves a choice to remedy the situation either by means of solving the defect or by substitute delivery. If You are dissatisfied with the resolution of the defect or the substitute delivery or if You are generally dissatisfied with the Services, Your sole remedy (subject to Section 9.5) is to terminate Your use of the Services.

9.3 In the event of any failure of the Application to conform to any applicable warranty, You may notify the App Platforms and Your Application purchase price may be refunded to You (depending on the terms, conditions and determinations of the App Platforms, which Diane Money has not control over). To the maximum extent permitted by applicable law, the App Platforms will have no other warranty obligation whatsoever with respect to the Application, and any other losses, claims, damages, liabilities, expenses, and costs attributable to any failure to adhere to any warranty.

9.4 You acknowledge, understand, and agree that Diane Money does not provide legal, tax, financial, or investment advice through the Services. Diane Money is not Your lawyer, accountant, tax advisor, investment advisor, financial advisor, broker, or personal representative. You should discuss all financial, investment, legal, and tax strategies, matters, or issues with Your lawyer, accountant, tax advisor, investment advisor, financial advisor, broker, and/or personal representative. You further acknowledge, understand, and agree that Diane Money is not a bank, credit union, lender or financial institution and does not provide banking services. **ANY INSIGHTS, PROJECTIONS, SUGGESTIONS OR EDUCATIONAL CONTENT PROVIDED THROUGH THE SERVICES ARE FOR INFORMATIONAL PURPOSES ONLY, AND YOU SHOULD CONSULT WITH THE PROFESSIONAL ADVISORS OF YOUR OWN CHOOSING AS TO ALL SUCH INFORMATION.**

9.5 EXCEPT AS OTHERWISE STATED ABOVE AND HEREIN, THE SERVICES ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, DIANE MONEY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, AFFILIATES, SUCCESSORS, AND ASSIGNS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, DIANE MONEY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

## **10. PRODUCT CLAIMS**

Diane Money and You acknowledge that Diane Money, and not the App Platforms, is responsible for addressing any claims from You or any third party relating to the Application or Your possession and/or use of that Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation. This Section 10 shall be read subject to Section 8 and Section 9.5 above and Section 17 below.

## **11. LEGAL COMPLIANCE**

The development and related services provided by Diane Money are based in the State of Illinois in the United States and provided for access and use only by persons located in the United States or its territories and over the age of 18 years old. This Agreement is deemed “a contract accepted by Diane Money in the State of Illinois”. You acknowledge that You may not be able to access all or some of the Services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If You access the Services from outside the United States, You are responsible for compliance with local laws. Furthermore, You represent and warrant that You are not located in a country that is subject to a United States Government embargo, or that has been designated by the US Government as a "terrorist supporting" or “sanctioned” country; and that You are not listed on any US Government list of prohibited, restricted or sanctioned parties.

## **12. CONTACT INFORMATION**

For general inquiries, complaints, questions or claims concerning the Services, please contact:

Diane Money Corporation  
Attn: Customer Service  
65 W. Jackson Blvd  
#109  
Chicago, IL 60604  
United States  
[support@dianemoney.com](mailto:support@dianemoney.com)

## **13. TERMINATION**

The Agreement is valid until terminated by Diane Money or by You. You or Diane Money may terminate this Agreement at any time for any reason or no reason. For You to properly terminate this Agreement, You must close Your user account with Diane Money, cease all use of the Services, and pay any outstanding balances owed to Diane Money. For Diane Money to properly terminate this Agreement, Diane Money must suspend Your access to the Services and not accept any further payments from You. Upon termination of this

Agreement, all rights granted to You under this Agreement will terminate and You must stop all use of the Services, and destroy all copies, full or partial, of the Services. Further, upon termination, Diane Money may immediately deactivate Your user account and irreversibly delete any information associated with it. Further, upon termination, no amounts already paid by You will be refunded. Termination will, however, not limit any of Diane Money's rights or remedies at law or in equity.

## **14. THIRD-PARTY TERMS OF AGREEMENTS AND BENEFICIARY**

14.1 Diane Money represents and warrants that Diane Money will comply with applicable App Platform terms of agreement when providing the Services.

14.2 In Accordance with Section 9 of the "Instructions for Minimum Agreement of Developer's End-User Agreement," both Apple and Google and their subsidiaries shall be third-party beneficiaries of this Agreement and upon Your acceptance of the Agreement and conditions of this Agreement, both Apple and Google will have the right (and will be deemed to have accepted the right) to enforce this Agreement against You as a third-party beneficiary thereof.

## **15. INTELLECTUAL PROPERTY RIGHTS; DMCA POLICY**

15.1 Diane Money and You acknowledge that, in the event of any third-party claim that the Services or Your possession and use of the Services infringes on such third party's intellectual property rights, Diane Money, and not the App Platforms, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claims.

15.2 Diane Money respects intellectual property rights and it is Diane Money's policy to comply with the Digital Millennium Copyright Act of 1998 ("**DMCA**"). If You believe content on our Services infringes Your copyright (or the copyright of someone which You are authorized to represent), please submit a written or digital DMCA Notice to the attention of "Designated DMCA Agent" at Diane Money, 65 W. Jackson Blvd #109, Chicago, IL 60604, or via email to [support@dianemoney.com](mailto:support@dianemoney.com). Your DMCA Notice must include the following:

- Identification of the copyrighted work that You claim has been infringed;
- Identification of the material that is claimed to be infringing and specifically where it is located on the Services;
- Sufficient information for Diane Money to contact You, such as Your address, phone, or email address;
- A statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law;
- A statement, made under penalty of perjury, that the above information is accurate, and that You are the copyright owner or are authorized to act on behalf of the owner; and

- An electronic or physical signature of a person authorized to act on behalf of the copyright owner.

PLEASE NOTE: Under federal law, if You knowingly misrepresent that online material is infringing, You may be subject to criminal prosecution for perjury and civil penalties, including monetary damages, court costs, and attorneys' fees.

## **16. APPLICABLE LAW**

This Agreement is governed by the laws of the State of Delaware excluding its conflicts of law rules.

## **17. ARBITRATION**

17.1 Please review this Arbitration Provision carefully. This Arbitration Provision provides that any dispute between You and Diane Money may be resolved on an individual basis by binding arbitration. Arbitration replaces the right to go to court and the right to have a jury decide a dispute. Under this Arbitration Provision, Your rights may be substantially limited in the event of a dispute. You may opt out of this Arbitration Provision only by following the opt out instructions below.

17.2 By accepting this Agreement, unless You opt out by following the opt out instructions below, You agree that any dispute arising out of or relating to this Agreement or our relationship shall be resolved by binding arbitration. Neither You nor Diane Money will have the right to litigate any such dispute in court or to have a jury trial on any such dispute. IN ADDITION, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY DISPUTE SUBJECT TO ARBITRATION. It is important that You read the entire Arbitration Provision carefully before accepting the Agreement.

In this Arbitration Provision, the words "we," "us," and "our" shall include Diane Money, its officers, directors, members, employees, service providers, affiliates, and agents, and any assignees of any rights of Diane Money, its officers, directors, members, employees, service providers, affiliates, and agents.

17.3 For purposes of this Arbitration Provision, "dispute" shall be construed as broadly as possible, and shall include any claim, dispute or controversy (whether in contract, regulatory, tort or otherwise, whether pre-existing, present or future and including constitutional, statutory, common law, intentional tort and equitable claims) between You and us arising from or relating to: (i) this Agreement, (ii) the Privacy Policy, (iii) the Services, (iv) the relationship between You and us, (v) the actions of You or us, or (v) the validity of this Agreement or this Arbitration Provision. This Arbitration Provision also covers disputes brought as counterclaims, cross claims, or third party claims. This Arbitration Provision also covers all disputes arising out of or relating to interpretation or application of this Arbitration Provision, including the enforceability, revocability, formation, or validity of the Arbitration Provision or any portion of the Arbitration Provision; all such matters shall be decided by an Arbitrator and not by a court or judge.

17.4 IF YOU DO NOT OPT OUT, THEN YOU WILL HAVE WAIVED YOUR RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER IN A CLASS ACTION RELATED TO ANY DISPUTES BETWEEN YOU AND US. DISPUTES BROUGHT AS PART OF A CLASS ACTION OR OTHER REPRESENTATIVE BASIS ARE SUBJECT TO ARBITRATION ONLY ON AN INDIVIDUAL BASIS. THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION. NO CLAIMS SHALL BE ALLOWED ON BEHALF OF THE GENERAL PUBLIC, OTHER USERS OF THE SERVICES, OR ANY PERSONS SIMILARLY SITUATED WITH THE CLAIMANT.

17.5 Regardless of who demands arbitration under this Arbitration Provision, You shall have the right to select any of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879) <http://www.adr.org> or JAMS (1-800-352-5267) <http://www.jamsadr.com>. In relation to a claim by us, if You fail to select an arbitration organization after we have provided You with thirty (30) days to do, we will have the right to select the arbitration organization and proceed to arbitration. You and us may also agree to select an arbitrator who resides within Your federal judicial district who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association, and arbitrate in accordance with such arbitrator's rules. Arbitration will take place in the federal judicial district of Your residence.

17.6 You have the right to opt out of this Arbitration Provision, but You may only do so in strict accordance with these opt out instructions: (1) In order to opt out, You must submit Your written intention to opt out via U.S. Certified Mail, or by signature required private delivery service (e.g. UPS, Federal Express, etc.), to Diane Money Corporation DBA Diane Money, ATTN: Arbitration, 65 W. Jackson Blvd, #109, Chicago, Illinois 60604, (2) Your written intention to opt out must be sent by You to us within thirty (30) calendar days of the date You click to accept this Agreement; (3) Your written intention to opt out must be sent by You and not a third party; and (4) Your written intention must include Your name, address, account number, and Your express intention to "opt out" of this arbitration agreement. Should You not opt out of this Arbitration Provision in the manner described above, You and us shall be bound by the terms of this Arbitration Provision.

17.7 This Arbitration Provision shall survive termination of the Agreement. This Arbitration Provision is made in connection with interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. If any part of this Arbitration Provision is determined to be void or unenforceable, then such a determination shall not affect the validity and enforceability of the remainder of this Arbitration Provision or the rest of this Agreement.

## **18. MISCELLANEOUS**

18.1 If any of the terms of this Agreement should be or become invalid, the validity of the remaining provisions shall not be affected. Invalid Agreement will be replaced by valid ones formulated in a way that will achieve the primary purpose.

18.2 No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. Any waivers of any rights under this Agreement must be in writing and signed by the party so waiving, and in the case of Diane Money, must be in writing and signed by an authorized senior executive of Diane Money.

18.3 This Agreement and the Privacy Policy constitute the entire agreement between You and Diane Money with respect to the Services and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Services. Diane Money may amend this Agreement at any time, for any reason, and in its sole discretion. Your continued use of the Services after the amended Agreement is posted at the link accessible at [www.dianemoney.com](http://www.dianemoney.com) (the "**License Page**") will constitute Your acknowledgment and agreement to the amended Agreement. However, to the extent the amended Agreement materially alters Your rights or obligations under this Agreement, the amended Agreement will become effective upon the earlier of (a) Your continued use of the Services with actual knowledge of the amended Agreement; or (b) 30 days after the amended Agreement is posted on the License Page. You will be deemed to have "actual knowledge" of an amended Agreement if notice of such amended Agreement is provided to the email address associated with Your user account for the Services. You are also expected to check the Agreement posted on the License Page with enough frequency to enable You to be aware of any changes to the Agreement. If You do not agree with a change to this Agreement, You may cease Your use of the Services and this Agreement will be terminated.

18.4 Any provisions of this Agreement, which by their nature should survive termination of this Agreement, shall survive termination of this Agreement.

18.5 Diane Money can freely assign and delegate this Agreement, and its rights and obligations hereunder. You shall not assign or delegate this Agreement without the prior written consent of Diane Money.

18.6 By agreeing to this Agreement and using the Services, You agree that Diane Money may, from time to time, send You new product, service, and feature announcements, marketing materials and promotional offers via email, push notifications, or SMS messaging. You can unsubscribe from such marketing and promotional communications at any time by clicking on the unsubscribe link in the emails, changing Your notification settings on Your Mobile Device, replying "STOP" or "UNSUBSCRIBE" to the SMS messages, or by contacting Diane Money using the contact information in Section 12 of this Agreement. You will then be removed from the marketing lists. However, Diane Money may still communicate with You, for example to send You service-related messages that are necessary for the administration and use of the Services, to respond to service requests, or for other non-marketing purposes, including but not limited to, communications about Your user account activity, suspicious activities, Your balance owed, and Your recent payments.

18.7 If You choose, or are provided with, a user name, password, or any other piece of information as part of Diane Money's security procedures, You must treat such information as confidential, and You must not disclose it to any other person or entity. You also acknowledge that Your account is personal to You and agree not to provide any other

person with access to the Services using Your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of Your user name or password or any other breach of security. You also agree to ensure that You exit from Your account at the end of each session. You should use particular caution when accessing Your account from a public or shared computer so that others are not able to view or record Your password or other personal information.

## **19. CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS**

19.1 Diane Money processes and communicates information electronically. To use the Services, You must consent to receive all communications electronically. By accessing, downloading and/or using the Services and updates thereto and/or by clicking to accept this Agreement and the separate Consent to Receive Electronic Communications when these options are made available to You, You agree to receive all documents, disclosures and notices related to the Services electronically from Diane Money (collectively, “**Electronic Communications**”). Diane Money may contact You by telephone, electronic message/SMS, push notifications or email regarding Your account for the Services, to tell You about other services from Diane Money and its affiliates, and for other business purposes.

19.2 Electronic Communications will be made available to You through Your personal contact information associated with Your user account for Diane Money. You should keep Diane Money informed of any change in Your personal contact information. You may update such information by logging into the Services and providing the updated information. You may also contact Diane Money at the contact information in Section 12 of this Agreement. All Electronic Communications to You will be considered to have been made “in writing.” You should print or download a copy of this Consent to Receive Electronic Communications, the Agreement, and any other Electronic Communication that is important to You for Your records.

19.3 This Consent to Receive Electronic Communications applies to all interactions concerning You and the Services and includes those interactions engaged in on any Devices. By agreeing to this Consent to Receive Electronic Communications, You agree that Diane Money will interact with You and process Your information electronically. Diane Money will also send You notices electronically related to Diane Money’s interactions and transactions. Notwithstanding Your consent to Electronic Communications, Diane Money may send You paper copies of documents, disclosures, and notices.

19.4 To access certain personalized Electronic Communications, You will be required to log in to Your user account with Diane Money. Other Electronic Communications may be accessible on the public portions of the Services. To access and retain Electronic Communications, at a minimum You will need to use the following computer software and hardware: A PC or Mac compatible computer or other device capable of accessing the Internet, access to an email account and an SSL-enabled modern web browser that supports at least HTML 5, JavaScript and CSS3. You will also need software capable of reading PDF files and have sufficient electronic storage capacity on Your hard drive or other data storage facility, or a means to print or store notices and information through Your

browser software. By accessing, downloading and/or using the Services and updates thereto and/or by clicking to accept this Agreement and the separate Consent to Receive Electronic Communications when these options are made available to You, You are agreeing and confirming that each Device that You use to access the Services satisfies each of these requirements. If these requirements change while You are maintaining an active relationship with Diane Money, and the change creates a material risk that You may not be able to receive Electronic Communications, Diane Money will notify You of these changes.

19.5 Electronic Communications are generally not available on paper or in a non-electronic form from Diane Money. If You do not consent to receive Electronic Communications, the Services will not be available to You. However, Diane Money may at its sole option provide a copy of an Electronic Communication in paper-based media as requested by You. You may request a paper copy of any Electronic Communication by emailing Your request to Diane Money at the contact information in Section 12 of this Agreement. If Diane Money agrees to provide the requested paper copy of an Electronic Communication, Diane Money may charge You the standard and applicable fees for providing the paper copy.

19.6 You may withdraw Your consent to receive Electronic Communications at any time. Diane Money will not charge You any fees for withdrawing Your consent, but the Services will no longer be available to You and this Agreement will terminate. If You decide You do not want to receive an Electronic Communication, You may withdraw Your consent by contacting Diane Money at the contact information in Section 12 of this Agreement. The legal effectiveness, validity, and enforceability of prior electronic disclosures will not be affected if You withdraw Your consent. Regardless of the status of Your consent, You agree that Diane Money may continue to communicate with You electronically concerning any document, disclosure, or notice that is not required by law to be in writing.