

## **Ava's Terms of Use**

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you" or "your") and Ava Finance, Inc. ("Ava Finance," "Ava," "we," "us" or "our") concerning your access to and use of our Services, which include the App and Website as further defined below. You agree that by installing, accessing, and/or utilizing the Services, you have read, understood, and agree to be bound by all of these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING AVA'S SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY. Supplemental terms and conditions or documents that may be posted on the Website or App from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Terms of Use, and you waive any right to receive specific notice of each such change, unless required by applicable law. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Services after the date such revised Terms of Use are posted.

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES AND A WAIVER OF YOUR CLASS ACTION RIGHTS.**

### **Privacy Notice**

We care about data privacy and security. Please review our Privacy Policy at <https://www.meetava.com/legal/privacy>. By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use. We do not knowingly accept, request, or solicit information from children or knowingly market to children. Therefore, in accordance with the U.S. Children's Online Privacy Protection Act, if we receive actual knowledge that anyone under the age of 13 has provided personal information to us without the requisite and verifiable parental consent, we will delete that information from the Services as quickly as is reasonably practical. This Privacy Policy may be updated by us from time to time. You agree to be bound to such updates.

### **Services**

Ava provides a suite of tools to help you build your credit history, which includes credit monitoring services and other financial products and services (altogether, the "Services").

The Services are provided through our mobile application which is available in the Apple App Store and on Google Play ("App"). We may also provide the Services through our website, [www.meetava.com](http://www.meetava.com) ("Website"), and if you access the Services through the Website, then all references to "App" in this Agreement include the Website.

### **Subscribing for and Creating your Ava Account**

The Services are offered through a variety of plans that you can choose from, as listed in our pricing page (“Subscription”), which you can review at <https://www.meetava.com/pricing>. You must sign up for and maintain an active Subscription to access the Services. To purchase a Subscription, you will be asked to input your payment method details as allowed by the App (“Payment Method”) as due. It is your duty to ensure sufficient funds in your Payment Method or to change the Payment Method if needed to complete a successful payment. A failure to pay any owed Subscription fees within 30 days of the due date may result in the termination of your Subscription and any associated Account, including your access to the Services and termination of any existing Credit Products (altogether, “Account Termination”). For the purposes of this Agreement, an “Active Subscription” is a Subscription that is current on all owed payments.

## **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**

Through the course of downloading our App, you will create your Ava user account (“Account”). To help the government fight the funding of terrorism and money laundering activities, Federal law requires us to obtain, verify, and record information that identifies each person who opens an Account with us, which includes: (a) your name, (b) date of birth, (c) address, (d) identification number, and (e) Social Security Number (“Information”). We may request additional information from time to time, the receipt of which will be included in the Information.

The Information you provide us in addition to information you authorize us to collect from your Linked Accounts will be used to verify your identity, detect suspected fraud, and meet regulatory requirements placed on us for the purposes of establishing the Account (“Validation”). You hereby authorize us to use your Information for the Validation.

Our Validation process involves the use of third party companies specialized in identity verification, fraud detection, money laundering and terrorism detection, to whom we will transmit the Information you provide. Furthermore, we will provide the Information you have provided us from your successful Validation to any third party bank that may be associated with the delivery of any of the Services to you (“Associated Banks”). To verify your identity in connection with delivering the Services to you, we and/or the Associated Banks may ask you for updated Information. Beyond using this Information for Validation, we require this Information in order to charge you the agreed upon fees for the Subscription and to fulfill our obligations to provide our Services to you, including communicating with third parties as necessary to provide you the Services, such as consumer reporting agencies, credit bureaus, payment validation companies, law enforcement agencies, or others.

Because we are establishing an account relationship with you remotely, we may ask you to provide additional information or use additional tools to help us verify your identity and documentation. Pursuant to the Validation, you may be required to produce a copy of your driver's license or other identifying documents to verify your identity or renew verification of your identity (“ID Verification”). The ID Verification request may occur at a point prior to and after opening your Account or Subscription, in Ava’s sole discretion. For example, we maintain

the right to require you to take a photo of yourself holding your driver's license or another identifying document of our choice to further establish your identity.

You understand that if we cannot verify your identity to our satisfaction, which shall be determined in our sole discretion, we reserve the right to refuse to sell you a Subscription, establish an Account for you, or terminate your existing Account as well as your access to the Services.

### **Specific Account Consents**

When you purchase a Subscription and set up your Account, you authorize us to manage and maintain your Information and other data that may be collected about you over time in accordance with our Privacy Policy as part of providing our Services (collectively, such information is your "Member Profile"). By registering for an Account, you specifically consent to let us request and receive your consumer report data and other data about you from third parties to include in your Member Profile as follows:

I understand that I am providing written instructions in accordance with the Fair Credit Reporting Act and other applicable law for Ava or its affiliated companies to request and receive copies of consumer reports, scores and other information about me from third parties, including, but not limited to, Experian, TransUnion and Equifax. I understand that my instructions let Ava and affiliated companies obtain such information at any time for as long as I have a registered Ava Account to use as described in the Terms of Use and Privacy Policy.

I authorize Ava to access and review my credit information in order to display it to me and to provide me with the Services, which includes relevant financial information and marketing offers. I also accept Ava's Terms of Service, E-Communications Disclosure, and Privacy Policy.

### **Purchase Policy**

When you purchase a Subscription or set up an Account, you acknowledge that Ava is not a credit reporting agency and does not have direct influence over how credit scores are calculated.

We reserve the right to change the Subscription fees, or to add or change Services available within each Subscription offering, at any time. You shall pay all Subscription fees incurred at the rates in effect for the current billing period of your Active Subscription.

Ava does not offer a refund on the Subscription. All Subscription plan sales are final.

If you are dissatisfied with the Subscription or any aspect of the Services, you can send a complaint to [support@meetava.com](mailto:support@meetava.com). We will review the complaint and provide you with a response in writing.

### **Money Back Guarantee**

Notwithstanding the foregoing Purchase Policy, we will refund your Subscription fee if you don't see Ava on your report within 30 days of subscribing. It's our way of ensuring you're completely satisfied with the service. To do so, email your Money Back Guarantee request to [support@meetava.com](mailto:support@meetava.com), and we'll process a full refund for your subscription fee.

Your refund request must be made within 15 days after the first 30 days of your subscription (i.e. starting on day 31 from your subscription date and ending on day 45 from your subscription date). If your Money Back Guarantee request is made prior to the 30th day of your subscription or after the 45th day, it will be rejected, and you will not be entitled to a refund. In the email, please include your account details, and we'll take care of the rest.

If you request a refund under the Money Back Guarantee, your Account will be terminated once the refund is processed.

This Money Back Guarantee is specific to the failure of Ava's appearance on your credit report within 30 days of your subscription date and does not apply to any other transaction or dispute with Ava.

### **Disclaimers and Notices.**

Your use of the Services are subject to your acceptance of all the additional disclaimers, notices, and agreements that may appear throughout the App.

Neither our Services nor the materials or content provided to you through our Services should be regarded as legal services, financial advice, investment advice, or an offer to sell, or a solicitation of an offer to buy, any securities of Ava Finance or its affiliates.

We and our representatives assume no responsibility for any consequence relating directly or indirectly to any action or inaction based on the information, services, or other material or content provided through the Services or Ava representatives. While we strive to keep the information provided through the Services accurate, complete and up-to-date, we and our representatives cannot guarantee, and will not be responsible for any damage or loss related to, the accuracy, completeness, or timeliness of such information.

### **Description and Terms Pertaining to the Services**

The Services are subject to change at any time. We may add, make improvements to, or remove products, tools and services from our Services offering at any time.

#### **Credit Score Products**

We provide credit monitoring services, credit scores and related services FICO®, such as FICO Score Simulator, and pull frequent credit reports on your behalf ("Credit Score Products") through CSIdentity Corporation ("Experian").

You understand that by enrolling in the Ava service you will receive the Credit Score Products and that you are providing "written instructions" in accordance with the federal Fair Credit Reporting Act, as amended, for Ava and its service providers, which may include Experian, to obtain information from your personal credit profile from Experian, Equifax, and Transunion, the three major credit reporting agencies. You authorize Ava and its service providers to use your Social Security number to access your personal credit profile, to verify your identity, and to provide credit monitoring, reporting, and scoring products.

WITH RESPECT TO THE CREDIT SCORE PRODUCTS, NEITHER AVA, EXPERIAN, NOR ANY OF THEIR RESPECTIVE AFFILIATES OR SUBCONTRACTORS SHALL HAVE ANY LIABILITY TO YOU AS AN AGENT IN OBTAINING COPIES OF: YOUR PERSONAL CREDIT REPORT, CREDIT ALERT REPORT, QUARTERLY UPDATE, OR CREDIT SCORE. NEITHER AVA, EXPERIAN, NOR ANY OF THEIR RESPECTIVE AFFILIATES OR SUBCONTRACTORS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, FOR THE ACCURACY OF THE INFORMATION CONTAINED IN OR PROVIDED IN CONJUNCTION WITH THE CREDIT SCORE PRODUCTS OR ANY AVA SERVICE. NEITHER AVA, EXPERIAN, NOR ANY OF THEIR RESPECTIVE AFFILIATES OR SUBCONTRACTORS ASSUME ANY LIABILITY FOR DAMAGES (WHETHER DIRECT OR INDIRECT, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY), IN CONNECTION WITH OR IN ANY WAY RELATED TO THE PERFORMANCE OF THE SERVICES OR YOUR REQUEST, USE OR ATTEMPTED USE OF THE SERVICES OR ANY DATA OR INFORMATION THEREFROM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY. NEITHER CLIENT, NOR ANY OF THEIR RESPECTIVE AFFILIATES OR SUBCONTRACTORS ARE RESPONSIBLE FOR NEGATIVE FACTUAL INFORMATION CONTAINED IN ANY REPORTS YOU RECEIVE AS PART OF THE CREDIT SCORE PRODUCTS. THE AGGREGATE LIABILITY OF ALL SUCH PARTIES TO YOU IN ANY EVENT IS LIMITED TO THE AMOUNT WHICH YOU HAVE PAID CLIENT FOR YOUR MEMBERSHIP. NEITHER AVA NOR ANY THE CREDIT SCORE PRODUCTS IS A CREDIT COUNSELING SERVICE AND NEITHER AVA NOR THE CREDIT SCORE PRODUCTS PROMISE TO HELP YOU OBTAIN A LOAN OR IMPROVE YOUR CREDIT RECORD, HISTORY, OR RATING. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION, CANCELLATION, OR EXPIRATION OF THIS AGREEMENT.

#### VantageScore 3.0 Credit Score

VantageScore 3.0, with scores ranging from 300 to 850, is a user-friendly credit score model developed by the three major nationwide credit reporting agencies, Experian®, TransUnion®, and Equifax®. VantageScore 3.0 is used by some but not all lenders. Higher scores represent a greater likelihood that you'll pay back your debts so you are viewed as being a lower credit risk to lenders. A lower score indicates to lenders that you may be a higher credit risk.

There are three different major credit reporting agencies, Experian, TransUnion, and Equifax that maintain a record of your credit history known as your credit file. Credit scores are based on the information in your credit file at the time it is requested. Your credit file information can vary from agency to agency because some lenders report your credit history to only one or two of the agencies. Your credit scores can vary if the information they have on file for you is different.

Since the information in your file can change over time, your credit scores also may be different from day-to-day. Different credit scoring models can also give a different assessment of the credit risk (risk of default) for the same consumer and same credit file.

There are different credit scoring models which may be used by lenders and insurers. Your lender may not use VantageScore 3.0, so don't be surprised if your lender gives you a score that's different from your VantageScore. (And your VantageScore 3.0 may differ from your score under other types of VantageScores). Your associated risk level can be the same even if the number is not. For some consumers, however, the risk assessment of VantageScore 3.0 could vary, sometimes substantially, from a lender's score. If the lender's score is lower than your VantageScore 3.0, it is possible that this difference can lead to higher interest rates and sometimes credit denial.

### **Credit Products**

Our Services may include the opportunity to apply for a loan or other credit offerings ("Credit Product(s)") through the App. The information in your application in addition to information from your Member Profile and your Linked Accounts, will be used by us and any lending partners to determine your eligibility and qualification for the Credit Products. Your creditworthiness, income, and other factors may be evaluated as part of this qualification process. You agree to provide current, complete, and accurate information about yourself in the application. If any information you provide is untrue, inaccurate, not current, or incomplete, Ava has the right to terminate your application or loan and to decline to provide any and all future use of the Services. In general, we reserve the right to decline your application for a loan or other product.

If you qualify, you will be required to review and execute additional agreements that outline the terms of the Credit Products ("Credit Agreements") through the App. In the event of a conflict between any terms in this Agreement related to the Credit Products and the Credit Agreements, the terms of Credit Agreements shall control. The Credit Products are only available to customers with a successful Validation. Furthermore, the Credit Products require an active Plaid connection, which your failure to maintain may result in the termination of a Credit Product that you may be utilizing.

### **No Guarantees**

WE DO NOT GUARANTEE, NOR DOES THE USE OF OUR SERVICES GUARANTEE, ANY IMPROVEMENTS TO YOUR CREDIT SCORE. The credit reporting agencies ("CRA(s)") and other credit agencies control how information furnished by Ava impacts your credit report and score. Many factors beyond your payment history with Ava determine your score, for example your performance on other outstanding loans that you may have. The Services are not credit repair products nor are they intended to provide you with legal, tax, or financial advice. The Services cannot remove negative credit history from your credit report.

### **Reporting to Credit Reporting Agencies**

If you utilize our Credit Products, you authorize Ava and its data furnishers to report loan and credit repayments made by you to the CRAs. Such reporting will be subject to the guidelines promulgated by or for the CRAs for such reporting, and applicable law, including the Fair Credit Reporting Act. You cannot opt out of such reporting.

Unless otherwise stipulated in a Credit Agreement, Credit Product payment obligations not made within 30 days of their initial payment due dates will be reported late to the CRA.

CRAs are in part designed to assist parties in establishing credit history. We are not responsible for how any CRA may manage or use the information provided to them by us or our data furnishers and you agree to hold us harmless against any such claims, with all being subject to the Fair Credit Reporting Act. See such CRA for the terms and conditions of how they collect, store, manage, use, modify, disseminate and distribute such information. Once the information is transmitted from us to the CRA, that CRA will obtain an ownership interest in that data.

### Potential Effect of Delinquency of Credit Reporting

Once the status of a payment for a particular loan or credit repayment arising from a Credit Product has been reported to a CRA, the delinquency of that payment may negatively impact your credit history. You agree that we shall not be liable for any claims, charges, demands, damages or adverse impacts related to your credit score or credit history as attributed to our compliance with our data furnishing obligations under applicable law and the guidelines of the CRAs, including due to your failure to make timely payments to any Credit Product for which you have subscribed, closure of an Account including an Account Termination due to but not limited to your failure to pay the Ava subscription fees, or other default.

As such, if you have enabled automatic payments via a Linked Account, it is your responsibility to ensure your Linked Account has sufficient funds to cover the automatic payments so as to avoid any unintentional delinquency on Credit Product payment requirements, which are outlined in the Credit Agreements. To the extent there is a problem with your Linked Account connected for autopay, it is your responsibility to monitor your payments and execute manual payments as needed by the due date to avoid negative credit reporting.

### How to Dispute Credit Reporting Information

If you believe we reported inaccurate information about you to the CRAs, you may dispute that entry on your credit report online through each of the relevant CRAs or by notifying us by email at [support@meetava.com](mailto:support@meetava.com).

### Statements

We will provide you with statements through the App that detail your account balances, outstanding loan balance, transaction history, and other information related to your use of the Credit Products. Please promptly update us if you change your account information, such as your email, to ensure continued access to statements through the App.

### **Authorization of Credit and Debit for Your Subscription and Credit Product Payments**

You hereby authorize Ava to electronically debit and credit your Payment Method and to correct erroneous debits and credits in connection with the Subscription or payments associated with the Credit Products. You can revoke your authorization at any time by emailing us at [support@meetava.com](mailto:support@meetava.com). For your revocation to apply, you must email us three (3) days or more prior to the next scheduled Subscription payment due date. In your email, you must provide the following information: your exact name as associated with your Subscription and the telephone number associated with your Subscription. You agree to indemnify and hold Ava harmless from and against any loss incurred as a result of its withdrawal of a pre-authorized debit transaction from your Payment Method if any of the information relied upon in your request to stop payment is incorrect or incomplete. You also warrant and represent that you have full authority to authorize us to debit and credit your Payment Method and that no other authorization is needed from any other holder of the Payment Method. If you do not have the full authority to authorize us to debit and credit the credit card, debit card, bank account, or Linked Account used as your Payment method, you agree to indemnify and hold harmless Ava from any claims brought by any third party associated with such Payment Method.

### **Authorization to Pre-Populate your Forms**

As part of our Services, we use Prove Identity, Inc's ("Prove") Pre-Fill solution to enhance your onboarding experience. Prove Pre-Fill allows us to take limited information you provide, such as your phone number, and use it to pre-populate your forms with additional personal information about you from trusted data sources. This feature is designed to save you time and streamline your use of our Services. By using Ava's Services, you consent to the sharing of your information with Prove for this purpose.

You authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Ava or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. See our Privacy Policy for how we treat your data.

You may opt out of this feature at any time by contacting us at [support@meetava.com](mailto:support@meetava.com), but doing so may limit your ability to use certain features of our services.

### **Personal and Noncommercial Use Limitation**

We grant you access to the App during the term of this Agreement solely to receive the Services. You may access, download, and print materials as necessary to receive the Services. You may not license, copy, distribute, create derivative works from, frame in another web page, use on any other website, or sell any information, databases, or lists obtained from the Services. You agree to provide true, accurate, and complete user information at all times, and to update such information upon our request. You will not access or attempt to access password protected, secure or non-public areas of the Services, without our prior written permission. You will comply with all privacy laws.

The Services are licensed (not sold) to end users. Subject to this Agreement, we grant to you a personal, non-exclusive, non-transferable, limited, and revocable license to access the Services for your own personal use and not for any commercial or business purpose ("Your License").

### **Proprietary Rights**

All materials on the Services (as well as the organization and layout of the Services) are owned and copyrighted, licensed by, or used with permission that is granted to us. No reproduction, distribution, or transmission of the copyrighted materials in the Services are permitted without our prior written permission.

### **Your Account**

Your acceptance of the E-Sign Consent is required to create an Account. You may be presented with the opportunity or requirement to create an Account to use certain parts of the Services. When you create an Account, you may be required to pick a user name, password, and/or other access credentials. You are responsible for maintaining the confidentiality of your Account and access credentials and for restricting access to your computer and any other devices you use to access your Account, and you agree to accept responsibility for all activities that occur under your Account or access credentials. You may not assign or otherwise transfer your Account to any other person. You acknowledge that the Company is not responsible for third party access to your Account that results from theft or misappropriation of your Account. If your status as a user of the Services is terminated pursuant to this Agreement, you will (i) stop using the Services and any information obtained from the Services, and (ii) destroy all copies of your Account information, password and any information obtained from the Services.

You agree to (1) immediately notify us of any unauthorized use of your access credentials or Account or any other breach of security, and (2) ensure that you exit from your Account at the end of each session when accessing the Services. We will not be liable for any loss or damage arising from your failure to comply with this section.

### **Account Linking Terms**

By linking any of your personal accounts, which may include but are not limited to personal bank accounts (each, a "Linked Account") or information held by us or any third parties to the Services, you authorize and direct us and/or our Data Aggregators (defined below) to access third party websites, databases, and other services relating to the Linked Account, to access, retrieve and use your account information or other information you direct us to access on an ongoing basis ("Linked Account Information"). We may use the services of a third party to access your Linked Account Information (these third parties are referred to as "Data Aggregators"). In some situations, this may include (i) authorizing us (either directly or through our Data Aggregator) to share your account login credentials or other information and (ii) granting us (either directly or through our Data Aggregator) full power and authority to take any additional steps, all as necessary to access, retrieve, and use your Linked Account Information in accordance with this Agreement and our Privacy Policy. You acknowledge and agree that (a) when we or our Data Aggregator access, retrieve and use Linked Account Information, we are

acting as your agent, and not as the agent of or on behalf of any other party; (b) if we use a Data Aggregator to access your Linked Account Information, that Data Aggregator will provide to us, on your behalf, your Linked Account Information for our use in connection with the Services, including to respond to your inquiries, fulfill your requests, provide you with customer service, and identify offers from us and third parties that may be of interest to you; (c) we and our Data Aggregator may each use, modify, display, distribute, and create new material using your Linked Account Information to offer Products (as set forth below) to you and as is otherwise described in our Privacy Policy; and (d) we and our Data Aggregator may each use, sell, license, reproduce, modify, distribute, and disclose aggregate or non-personally identifiable information derived through your use of the Services, including any Linked Account Information obtained pursuant to the authorization above, for any purpose. Please refer to our Privacy Policy for information on how we use, maintain, and share your Linked Account Information.

We are not obligated to review Linked Account Information for any purpose, including accuracy, legality, or non-infringement. You agree that we and our Data Aggregator shall be entitled to rely on the foregoing authorization granted by you. If you wish to revoke the foregoing authorization for any Linked Account, you must unlink the account from the Services and, if no other Linked Account is provided by you, you may not be able to receive the Services.

You represent and warrant you are a legal owner of the Linked Account, or that you are authorized to provide us and our Data Aggregator with all Account Information and have the right to grant the permissions in this Agreement with respect to the Linked Account, and that Data Aggregator's exercise of its rights in this Agreement will not violate any applicable laws or third party rights.

### **Linked Account Information Authorization**

As described in the “Account Linking Terms” section, above, you understand that, in connection with our Services, you authorize us to obtain certain Linked Account Information about your Linked Accounts such as your credit card number, directly from you or from third parties (including Data Aggregators and Credit Bureaus). You also understand that we will – directly or through third parties to our Services – hold, maintain, and use your Account Information, as described above and consistent with our Privacy Policy, as long as is necessary to perform the Services.

### **Use of Plaid Services.**

To set up your Account, Ava requires you to use a service offered by Plaid Inc. (“Plaid”). When utilizing our Services, you acknowledge and agree that Plaid’s [Privacy Policy](#) will govern Plaid’s use of information it collects about you or that you provide to Plaid, and you expressly agree to the terms and conditions of Plaid’s Privacy Policy. Further, you expressly grant Plaid the right, power, and authority to access and transmit your information as reasonably necessary in connection to the Services.

### **Access to Your Notification Settings**

Our App may request access to your phone's notifications settings during the setup and activation process so that the App can notify you of various actions. You can configure the types of notifications the app sends from within settings. From time to time, we may also use the process to notify you of important updates or changes to the service or special promotional offers for our products.

### **Third Party Product Terms**

We may, from time-to-time and subject to this Agreement, market or make a third party's products and services available to you through the Services (the "Products"). The Services may provide Product listings, descriptions, and images of goods or services or related coupons or discounts, as well as references and links to such Products. Products may be made available for any purpose, including general information purposes. We do not control or endorse, nor are we responsible for, any Product, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness, or safety of any Product, or any intellectual property rights in any Product. Nothing in this Agreement shall be deemed to be a representation or warranty by us with respect to any Product. We have no obligation to monitor Products, and we may block or disable access to any Products through the Services at any time. In addition, the availability of any Products through the Services does not imply our endorsement of, or our affiliation with, any provider of such Product, nor does such availability create any legal relationship between you and any such provider. YOUR USE OF ANY PRODUCT IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH PRODUCT (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH PRODUCTS).

### **Links to Third Party Websites**

The Services may contain hyperlinks to websites or applications operated by parties other than us or our affiliates. Such hyperlinks are provided for your reference only. We do not control such websites or applications and are not responsible for their content. If we post hyperlinks to other websites or applications, this does not mean that we endorse the material on such websites or applications or associate ourselves with their operators. Your access to and use of such websites or applications, including information, material, products and services on such websites or applications, is solely at your own risk. Furthermore, because our Privacy Policy applies exclusively to our Services, once linked to another website or application, you should read that website's privacy policy before disclosing any personal information.

### **Ava Store**

Ava offers an extensive selection of products for purchase in our digital marketplace ("Ava Store"). By purchasing products from the Ava Store, you agree to be bound by these terms and conditions.

For digital products, Ava grants you a non-exclusive, non-transferable, non sublicensable license to use the products you purchase for your personal and non-commercial purposes. You agree not

to resell, redistribute, copy, modify, or create derivative works from any products purchased from the Ava Store.

Purchased digital products will be accessible for download or streaming (as applicable) immediately following the completion of your purchase. You agree that the download or streaming links provided for these digital products will expire 72 hours after their initial issuance. In the event you lose or delete the downloaded file after the initial 72-hour period, or fail to stream any purchased media within the 72-hour period, you will need to repurchase the product in order to regain access. Ava is under no obligation to provide a new download or streaming link after the initial 72-hour period has elapsed, regardless of whether you have downloaded or streamed the product at all during this time frame.

Ava reserves the right to change, remove, or substitute items available for purchase via the Ava Store at any time and without notice. All specifications, products, descriptions, and prices of products in the Ava Store are subject to change at any time without notice. We do not warrant the accuracy or completeness of the information, content, or materials provided.

Payment for all purchases will be processed at the time of purchase for digital products and at the time of shipping for physical products. We accept various methods of payment as indicated on our website.

#### Refund Policy

All sales are final. Ava does not offer refunds, exchanges, or credits for any purchases.

#### **Confidential Information**

You agree that you will not disclose Confidential Information to any person and you will not use or permit the use of any Confidential Information except as necessary in connection with the Services and except as required by court order. You will use at least the same degree of care in safeguarding the Confidential Information as you use in safeguarding your own confidential information, but in no event will you use less than due diligence and ordinary care. "Confidential Information" means all information or material which: (i) is obtained from password protected portions of the Services or (ii) which is (A) marked "Confidential," "Restricted," or other similar marking, (B) known by the parties to be considered confidential, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable judgment.

#### **Use of Submissions**

Should you respond with information including feedback or data such as questions, comments, suggestions, or the like regarding the content of the Services, such information will be deemed to be non-confidential. We will have no obligation of any kind with respect to such information and will be free to reproduce, use, disclose, and distribute the information to others without limitation. We will be free to use any ideas, concepts, know-how, or techniques contained in such information for any purpose whatsoever including but not limited to developing, manufacturing, and marketing products incorporating such information.

## **No Unlawful or Prohibited Use**

As a condition of your use of the Services, you warrant to us that you will not use the Services for any purpose that is against the law or prohibited by these terms. Furthermore, you may neither misuse the Services nor use the Services in any manner that impairs our ability to provide the Services to other users. If you violate any of these terms, your permission to use the Services automatically ends.

You may not without our prior written permission use any computer code, data mining software, "robot," "bot," "spider," "scraper," or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the Website pages, data, or content found on the Services, or accessed through the Services. You may not republish our content or other content from the Services on another website or app or use in-line or other linking to display such content without our permission.

You may not introduce viruses, spyware, or other malicious code to the Services. You represent and warrant that you use frequently updated, commercially standard virus protection software to ensure that the system you use to access the Services is virus free.

## **Eligibility**

You must be an individual of at least 18 years of age and reside in the United States, on a United States military base, or in a United States territory in order to use the Services. The Services are controlled or operated (or both) from the United States and are not intended to subject us to any non-U.S. jurisdiction or law. The Services may not be appropriate or available for use in some non-U.S. jurisdictions. Any use of the Services is at your own risk, and you must comply with all applicable laws, rules, and regulations in doing so. We may limit the availability of the Services at any time, in whole or in part, to any person, geographic area, or jurisdiction that we choose. Your right to access and use the Services is personal to you and is not transferable by you to any other person or entity.

## **Disclaimer of Warranties**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

Your access and use of the Services may be interrupted from time to time for any of several

reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Services or other actions that we, in our sole discretion, may elect to take. In no event will we be liable to any party for any loss, cost, or damage that results from any scheduled or unscheduled downtime.

Moreover, you acknowledge that any computer system, service or electronic device, whether it is yours, an internet service provider's, a mobile network operator's or ours, can experience unanticipated outages, slowdowns and/or capacity limitations. As a result of high internet traffic volume, transmission problems, systems capacity limitations, and other problems, you may, at times, experience difficulty accessing the Services, or communicating with us through the internet or other electronic and wireless services. The Services may be unavailable during system maintenance, for security precautions or when interrupted by circumstances beyond our control.

Your sole and exclusive remedy for any failure or non-performance of the Services, including any associated software or other materials supplied in connection with such Services, shall be for us to use commercially reasonable efforts to effectuate an adjustment or repair of the applicable Services.

### **Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICES; (ii) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION; (iii) THE COST OF SUBSTITUTE SERVICES RESULTING FROM ANY DATA, INFORMATION, OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (vi) ANY OTHER MATTER RELATING TO SERVICES. IN NO EVENT WILL OUR MAXIMUM LIABILITY TO YOU EXCEED \$1,000.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH STATES LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF WARRANTIES OR LIABILITY MAY NOT APPLY TO YOU.

### **User Content/Email Discussion Lists, Interactive Areas**

We may choose to offer the opportunity for you to contribute your ideas, comments, questions, and other communications to or from the Services (the "User Content") in message boards, chat rooms, email and other features of the Services ("User Areas") that may be offered from time to

time and may be operated by us or by a third party.

We may provide email discussion lists and interactive forums for the convenience of our staff and certain other authorized individuals. These areas are merely provided as a forum for enabling participants to communicate about the subjects of interest. We do not exert editorial control over information or materials posted by third parties in these areas or in materials that are emailed by third parties using email discussion lists. We are not responsible for monitoring any materials posted by any third party or for verifying that such information or materials are accurate, timely, reliable, suitable, complete, non-infringing, or free from technical defects. These limitations of warranties and liability apply to all email discussion lists and interactive forums.

We are not liable for any harm caused by the transmission, via the use of a list, of a computer virus, or other computer code or programming device affecting your software, hardware, data, or property.

You are solely responsible for the content of any emails that you post to the lists or content that you post in interactive forums and you agree to indemnify and hold us, our affiliates, officers, and employees harmless from any claim, demand or expense (including attorneys' fees) due to or arising out of your use of the list service or interactive forum or any information or materials provided on such list service or interactive forum.

You will not (nor cause any third party to) use the Services to perform any illegal activities (including without limitation defaming, abusing, harassing, stalking, threatening or otherwise violating the legal rights (such as rights of privacy) of others or immoral activities or any of the following types of activities, without limitation:

1. transmitting information that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
2. transmitting any material that contains software viruses, trojan horses, worms, time bombs, cancelbots, or any other computer code, files, or programs which may interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
3. impersonating anyone or any entity, falsely stating or otherwise misrepresenting your affiliation with a person or entity;
4. advertising or commercial content;
5. interfering with or disrupting the Services;
6. disrupting the activities or enjoyment of the Services for other users; or
7. collecting, or storing personal data about other users.

You agree to abide by all applicable local, state, and federal laws and regulations and are solely responsible for all acts or omissions that occur under your account or password, including without limitation any User Content you create or upload.

You acknowledge that User Content is not endorsed by us and such User Content should not be considered to have been reviewed, screened, or approved by us. You should exercise discretion before relying on information contained in User Content.

We may, in our sole discretion remove any User Content from a User Area, at any time and for any or no reason. We will not be liable to you or any third party for the deletion of any User Content on the Services.

### **Communication**

By providing your mobile phone number to us, you are providing us with consent to receive text messages relating to our Services at that number, in accordance with applicable law. Please note that if you withdraw your consent to receive text messages from us, you may not be able to use some or all of our Services. Your mobile carrier's standard text message and data charges may apply to text messages you receive from us, and you are responsible for any fees charged by your mobile carrier if we contact you.

### **Termination**

This Agreement will continue to apply until terminated by either you or us.

If you desire to terminate this Agreement and cancel your Subscription, contact us at [support@meetava.com](mailto:support@meetava.com). Upon cancellation of your Subscription, your Account will be closed and your ability to log in and access the Services will be deactivated immediately. To remove us from your mobile devices, delete the App. However, deleting the App will not delete your Account with us, it will only delete the data from the device. Therefore, in order to close your Account for the Services, follow the instructions above for deleting your account with us.

We may terminate this Agreement, your Subscription, your Account, the Services, and/or your access to the App at any time, for any reason or no reason. We may choose to send, in our sole discretion, a termination notice to you, to the e-mail address provided by you as part of your enrollment for your account with us. You acknowledge and agree that we may immediately deactivate or delete your Account and all related data, information, and files in your account and/or prohibit any further access to all data, information, files, and the Services by you at any time for any reason or no reason. Further, you agree that we shall not be liable to you or any third party for the termination of your Account or Services, or your access to the App.

### **Dispute Resolution**

You agree that: (1) Any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising out of, relating to, or connected in any way with the Services will be resolved exclusively by final and binding arbitration conducted pursuant to the American Arbitration Association ("AAA") Procedures for Consumer-Related Disputes in conjunction with the AAA Commercial Arbitration Rules (if and as applicable depending on the amount in controversy); (2) This arbitration agreement is made pursuant to a transaction governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) The arbitration will be held at the AAA regional office nearest you; (4) The arbitrator's decision will be controlled by the terms and conditions of this Agreement; (5) The arbitrator will apply California law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law; (6) There will be no

authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) The arbitrator will not have the power to award punitive damages against any party; (8) In the event that the administrative fees and deposits you are required to pay under the AAA rules exceed \$125, and you are unable to pay the additional fees and deposits, we retain the right to forward them to the AAA on your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we retain the right to pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision will remain in full force and effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained in this Agreement. You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that you have expressly and knowingly waived those rights and agreed to resolve any disputes through binding arbitration in accordance with the provisions of this paragraph.

If you are a covered borrower under the Military Lending Act, the arbitration clause in this agreement does not apply to you. To the extent required by the Military Lending Act, nothing in this agreement should be interpreted as waiving your right to pursue legal remedies under other applicable state or federal laws. If you would like more information about whether you qualify as a covered borrower under the Military Lending Act, please contact our customer support team at [support@meetava.com](mailto:support@meetava.com).

### **Miscellaneous**

The Services are intended for and directed to residents of the United States and all advertising claims contained on the foregoing are valid only in the United States. This Agreement and the resolution of any dispute related to this Agreement will be governed by and construed in accordance with the laws of California, without giving effect to any principles of conflicts of law. Failure by us to insist upon strict enforcement of any provision of this Agreement will not be construed as a waiver of any provision or right. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. If any of these terms will be deemed invalid, void, or for any reason unenforceable, that term will be deemed severable and will not affect the validity and enforceability of any remaining term. You may have greater rights, or some of the provisions may be prohibited, by virtue of state or federal consumer protection laws. In such a case, to such extent, the subject provisions shall not apply to you.

Ava Finance and other logos, product, and service names are trademarks and service marks owned by or licensed to us or our affiliates (the "Marks"). Without our prior written permission, or our appropriate affiliates, you agree not to display or use in any manner, the Marks.

All other trademarks are the property of their respective owners.

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### **Infringement Claims/Copyright Agent**

If you believe that any material contained on the Services infringes your copyright or other intellectual property rights, you should notify us of your copyright infringement claim in accordance with the following procedure. We will process notices of alleged infringement which it receives and will take appropriate action as required by the Digital Millennium Copyright Act (DMCA) and other applicable intellectual property laws. The DMCA requires that notifications of claimed copyright infringement should be sent to the App's Designated Agent who is:

By mail: DMCA Copyright Agent  
c/o Ava Finance, Inc.  
548 Market St, STE 511672  
San Francisco, CA 94104-5401  
By email: support@meetava.com

To be effective, the notification must be in writing and contain the following information (DMCA, 17 U.S.C. §512(c)(3)):

- Physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online website are covered by a single notification, a representative list of such works at that website;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We will, in appropriate circumstances, terminate repeat infringers. If you believe that an account holder or subscriber is a repeat infringer, please follow the instructions above to contact us and provide information sufficient for us to verify that the account holder or subscriber is a repeat infringer.

## **Supplemental Terms for Ava**

### **Electronic Fund Transfers (“EFTs”) and Account Balances**

Ava partners with financial services software company Sila Inc. (Sila) and banking services provider Evolve Bank & Trust (Evolve), member FDIC, to offer you electronic fund transfers and provide you with an Evolve account. The Evolve account allows you to store value and perform certain transactions through our platform. Evolve provides you with the Evolve account pursuant to the terms and conditions of the Evolve Customer Account Agreement to which you agreed, available at <http://www.meetava.com/evolve-customer-account-agreement>. By registering, linking your external bank account, and authorizing any electronic payment, you also agree to Sila’s terms of service, <https://www.silamoney.com/legal/terms-of-service>, acceptable use policy, <https://www.silamoney.com/legal/acceptable-use-policy>, and electronic communications consent, <https://www.silamoney.com/legal/sila-electronic-communications-consent> (altogether, the “Partner Terms”). You must comply with the Partner Terms when creating or using your account with Ava. The Partner Terms may be modified from time to time, and the governing versions are incorporated by reference as part of the Terms of Use. IT IS YOUR RESPONSIBILITY TO READ AND UNDERSTAND THE PARTNER TERMS BECAUSE THEY CONTAIN TERMS AND CONDITIONS CONCERNING YOUR ACCOUNT WITH US, INCLUDING BUT NOT LIMITED TO LIMITATIONS, REVERSALS, MANDATORY ARBITRATION, AND YOUR RELEVANT RIGHTS AND LIABILITIES.