



TERMS OF SERVICE

Last Revised: December 2024

PLEASE READ ALL OF THESE TERMS CAREFULLY. THEY CONTAIN A JURY TRIAL WAIVER, FORUM SELECTION CLAUSE, CLASS ACTION WAIVERS, AND OTHER PROVISIONS AFFECTING HOW THE PARTIES WILL RESOLVE DISPUTES INCLUDING – WHERE APPLICABLE – AN ARBITRATION AGREEMENT.

Overview

This service is owned or operated by Aven Financial, Inc., a Delaware corporation doing business as Aven, and its affiliates or subsidiaries, including Aven Financial Technologies, Inc., a Delaware corporation, Aven Crypto, Inc., a Delaware corporation, and Aven Auto, Inc., a Delaware corporation (collectively, "**Company**", "**us**", "**our**", or "**we**") Aven is a service mark and registered dba of Aven Financial, Inc.

These Terms of Service ("**Terms**") set forth the terms and conditions under which you are authorized to access and use our "**Services**" which include aven.com, auto.aven.com, advisor.aven.com, and other websites where we link to or post these Terms, including any subdomains or mobile versions (the "**Site**" or "**Sites**"), any Aven mobile applications, and any online services available through our Sites, except as otherwise specified below.

Your Consent to these Terms:

THROUGH YOUR USE OF OUR SERVICES, INCLUDING BY PROVIDING US YOUR MOBILE NUMBER AND CLICKING "CHECK YOUR OFFER", YOU AGREE TO THESE TERMS, INCLUDING ITS DISPUTE RESOLUTION PROVISIONS.

Additional Agreements

To the extent additional Company rules or guidelines affect your use of our Services, those rules and guidelines (including the [Privacy Policy](#)) are hereby incorporated by reference into these Terms. Additionally, if you apply for or receive a credit card, loan, or other credit product from us or through use of any of our Services, additional terms will apply in connection with your application or ultimate receipt of such credit products ("Credit Terms"). Capitalized terms not defined in these Terms will have the definition set forth in our [Privacy Policy](#). In the event of a conflict between these Terms and the Privacy Policy, the Privacy Policy will control to the extent of such conflict. These Terms shall control in all other respects.

Your Access to the Services

As a condition of your right to access and use our Services, you represent that you are at least 18 years of age and that you are not a person barred from accessing the Services under the laws of the United States or any other country. We reserve the right to terminate your access in the event you violate these Terms or any other agreements governing the Services. YOU ARE ENTIRELY RESPONSIBLE FOR ALL ACTIVITIES CONDUCTED IN CONNECTION WITH THE USE OF THE SERVICES ON YOUR DEVICES OR UNDER YOUR ACCOUNT.

Third-Party Services and Content

We may use third-party service providers and/or their content in order to provide the Services to you. You acknowledge that any reliance on representations and warranties provided by any party other than Company will be at your own risk. Your use of any third-party operated websites or services may be subject to additional terms of use and privacy and data use policies of the third-party operated websites or services.

Aven uses partners to gather your liability and bill data from third-party financial institutions. By using any of Aven's Services or Sites, you grant these partners the right, power and authority to act on your behalf to access and transmit your personal, credit data, and financial information from your relevant financial institutions and credit bureau providers to Aven in accordance with applicable law and solely for the express purpose of provision of the Services.

Consent to Communication

By accepting these Terms, you expressly consent to be contacted by us or our affiliates at any telephone number, e-mail address, mailing address, account with the Company, or physical or electronic address you provide or at which you may be

reached. You represent that any telephone numbers you provide us are your contact numbers and that you are permitted to receive calls at any of these numbers. You agree to promptly alert us whenever you stop using a particular telephone number.

You agree that we and our agents, representatives, affiliates or anyone calling on our behalf may contact you on a recorded or monitored line and that any incoming calls may also be recorded and monitored. You are responsible for any and all charges, including fees associated with text messaging, imposed by your communications service provider.

To the full extent permitted by law, you further expressly consent that we, our affiliates, agents, or service providers may contact you in any way **and for any purpose**, including by e-mail, SMS messages (including text messages), voice mails using ring-less call technology, calls using pre-recorded messages or artificial voice, and calls and messages delivered using automatic telephone dialing systems (auto-dialer) or an automatic texting system at any phone number you have provided to us, including any mobile phone number, as well as any address in our records or in public or nonpublic databases. You are not required to provide consent to marketing SMS messages as a condition to accessing our services or products.

In addition, you expressly consent that we, our affiliates, agents or service providers may contact other people who may provide information about you. You expressly acknowledge, consent and agree that automated telephone messages left by us may be played when the telephone is answered, whether by you or someone else. If an agent or representative calls, you expressly consent that he, or she or it may also leave messages on your answering machine, voice mail, or send messages via text.

You also agree to receive alerts about your account activity, balances, payments, suspicious activities, and other matters involving, arising out of, or relating to your use of the Site or App or the Services through push notifications to your mobile device. Receipt of notifications of any type may be delayed or prevented by factors beyond our control, including those affecting your internet or phone provider. We are not liable for losses or damages arising from non-delivery, delayed delivery, or the erroneous delivery of any push notification; inaccurate push notification content; or your use or reliance on the content of any push notification for any purposes. Push notifications may not be encrypted and may include your name and information pertaining to your account or use of the Services. We may terminate your use of push notifications at any time without notice. You may choose to discontinue receiving push notifications by updating your preferences on your smartphone or device.

By using the Services, you agree that we may communicate with you electronically regarding your use of the Services and related matters, and that any notices, agreements, disclosures, or other communications we send to you electronically will satisfy any legal communication requirements, including that the communications be in writing.

Again, for emphasis and to avoid doubt, by providing your number, you consent to receive automated or manual marketing messages as described herein. Message frequency may vary. Message and data rates may apply. You can Reply HELP for help or STOP to cancel.

Notwithstanding any suggestion to the contrary in these Terms, we may not share with third parties text messaging originator opt-in data and consent. If we are acquired by another party, we will not sell to the acquiring party any consumer opt-in consent, without the express written consent of the party that originally opted-in.

Withdrawing Consent to Communication

At any time, you may withdraw the consent given by you in the "Consent to Communication" section by taking the action listed below for the type of communication from us (or as applicable our affiliates, agents or service providers) that you wish to stop:

1. For SMS communications, reply STOP to the SMS message;
2. For telephone calls, contact us at support@aven.com;
3. For electronic notices, contact us at support@aven.com.

Modifications and Interruption to the Services

We reserve the right to modify or discontinue all or any portion of our Services with or without notice to you. We will not be liable if we choose to exercise this right. You acknowledge and accept that we do not guarantee continuous, uninterrupted

or secure access to our Services, or that our Services will be error free. You understand that numerous factors or circumstances outside of our control may interfere with or adversely affect your use of the Services.

Restricted Activities

You may not engage in any of the following with regard to the Services (including without limitation posting or transmitting content through the Services):

- violate or encourage the violation of any local, state, national, or international law or regulation;
- collect or store personal data about other users of our Services or solicit personal information from any individual without proper rights or consent of the individual;
- send or promote any message that is unlawful, libelous, defamatory, abusive, sexually explicit, threatening, vulgar, obscene, profane, disparaging regarding racial, gender or ethnic background, any statement that you have reason to know is false or misleading, or otherwise objectionable messages, as determined by us in our sole discretion;
- infringe any patent, trademark, trade secret, copyright, right of publicity or privacy, or other right of any party, or distribute any content you do not have a right to make available under any law or under contractual or fiduciary relationships;
- promote or distribute any unauthorized advertising, promotional materials, or material which can be characterized as "junk mail," "spam," "chain letters," "pyramid schemes," or similar material, any request for or solicitation of money, goods, or services for private gain, or any information posted primarily for advertising, promotional, or other commercial purposes;
- disrupt or interfere with the security or use of the Services or any websites or content linked to them;
- interfere with or damage the integrity of the Services, including, without limitation, through the use of viruses, Trojan horses, harmful code, denial of service attacks, packet or IP spoofing, forged routing or email address information or similar methods or technology or disobey any requirements, procedures, policies, or regulations of networks connected to our Services;
- use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs or Trojan horses;
- attempt to use another user, person or entity, misrepresent your affiliation with a person or entity, including (without limitation) Company or create or use a false identity;
- attempt to obtain unauthorized access to the Services or portions thereof that are restricted from general access;
- use any meta tags or any other "hidden text" utilizing our name, service marks, trademarks, or product names;
- attempt to reverse engineer or otherwise derive or obtain the code in any form for any software used in the Services;
- engage in any activity that interferes with any third party's ability to use or enjoy the Services; or
- assist any third party in engaging in any activity prohibited by these Terms.

You may not, without our written consent:

- reproduce, duplicate, copy, sell, resell, create derivative works, or exploit for any commercial purpose any Company content or any use of or access to the Services;
- use any high volume, automated, or electronic means (including, without limitation, robots, spiders, scripts, or other automated devices) to access the Services or monitor or copy our web pages or the content contained thereon;
- deep link to the Services for any purpose; or frame the Services, place pop-up windows over any content, or otherwise affect the display of the Services;
- access the Services in order to build a competitive service or to benchmark with a non-Company service; or
- reverse engineer the Services (to the extent such restriction is permitted by law).

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY, ITS RELATED ENTITIES, ITS SERVICE PROVIDERS, ITS LICENSORS, AND ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (HEREAFTER **"COMPANY PARTY"** OR **"COMPANY PARTIES"**) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, RELATED TO OUR SERVICES. YOU UNDERSTAND AND AGREE THAT YOUR USE OF OUR SERVICES IS AT YOUR SOLE RISK. OUR SERVICES AND ALL CONTENT, PRODUCTS AND SERVICES OFFERED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE AGREED IN WRITING BETWEEN YOU AND COMPANY. THE COMPANY PARTIES ARE NOT RESPONSIBLE FOR THE TIMELINESS OF DELIVERY OF CONTENT, ANY FAILURES OF DELIVERY, ERRONEOUS DELETION, OR ANY LOSS OR DAMAGE OF ANY KIND YOU CLAIM WAS INCURRED AS A RESULT OF THE USE OF ANY SERVICES. UNDER NO CIRCUMSTANCES, WILL ANY OF THE COMPANY PARTIES BE LIABLE TO YOU OR TO ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR ANY LOSS, INJURY, LIABILITY OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO, USE OF, INABILITY TO USE, OR RELIANCE ON ANY OF OUR SERVICES OR ANY CONTENT, PRODUCT OR SERVICE PROVIDED TO YOU THROUGH OR IN CONNECTION WITH ANY OF OUR SERVICES. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND WHATSOEVER, WHETHER DIRECT OR INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, GOODWILL, REVENUE OR PROFITS. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF ANY COMPANY PARTY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND WITHOUT REGARD TO THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, ILLEGAL OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE COMPANY PARTIES UNDER SUCH CIRCUMSTANCES TO YOU OR ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

Your Release of Unknown Claims

You acknowledge that you may have or may in the future have claims against us that you (as releasing party) do not know or suspect to exist in your favor when you agreed to these Terms and that if known, would have materially affected your consent to these Terms. To the fullest extent permitted by law, you knowingly and expressly waive and release all such unknown claims. In addition, the law of some states, including California in Civil Code § 1542, provides protections against waiver of unknown claims. If such laws apply to you, you expressly waive their protection to fullest extent allowed by the applicable law.

Indemnification

You agree to defend, indemnify, and hold the Company Parties harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of your use of our Services in a manner not permitted by these Terms, including without limitation your actual or alleged violation of these Terms, or infringement of a third party's intellectual property or other rights by you, or another user of our Services using your computer, device or account.

Services Restrictions, Alterations and Terminations

We are not responsible for any delays or interruptions of, or errors or omissions contained in, the Services. We reserve the right, but shall not be required, to correct any delays, interruptions, errors or omissions. We may discontinue or alter any aspect of this Services, including, but not limited to: (i) restricting the time of availability, (ii) restricting the availability or scope of the Services for certain users, (iii) restricting the amount of use permitted, and (iv) restricting or terminating any user's right to use the Services, at our sole discretion and without prior notice or liability.

Username, Passwords and Security

Your username and password will be your identity for purposes of interacting with us and other users through the Services. You shall keep confidential, shall not disseminate, and shall use solely in accordance with this Agreement, your username and password for the Services. You shall immediately notify us if you learn of or suspect: (i) any loss or theft of your username or password, or (ii) any unauthorized use of your username or password or of the Services. In the event of such

loss, theft, or unauthorized use, we may impose on you, in our sole discretion, additional security obligations. If any unauthorized person obtains access to the Services as a result of any act or omission by you, you shall use your best efforts to ascertain the source and manner of acquisition and shall fully and promptly notify us. You shall otherwise cooperate and assist in any investigation relating to any such unauthorized access.

Copyright and Trademark Information

We own all content, copyrightable material, and other intellectual property rights in the content available on our Services, including without limitation design, text, graphics, interfaces, and the selection and arrangements thereof (collectively **"Content"**), with all rights reserved, or in some cases Content may be licensed to us by a third party. This Content is protected by our intellectual property rights or the rights of those owners. All Content which qualifies for protection under U.S. Federal Copyright Law is subject to the exclusive jurisdiction of the Federal Court System, whether registered or unregistered. All trademarks displayed on our Services are the trademarks of their respective owners and constitute neither an endorsement nor a recommendation of such parties. In addition, such use of trademarks or links to the websites of third parties is not intended to imply, directly or indirectly, that those third parties endorse or have any affiliation with us.

Permitted Use of the Content

Any use of Content on the Services, including without limitation reproduction for purposes other than those noted herein, modification, distribution, replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of Company or under a separate agreement with us, is prohibited. With the exception of search engines, you agree that you will not use any robot, spider, or other automatic device, or manual process to monitor or copy our web pages or the Content contained therein without our prior written permission. You may not make any use of Content owned by any third parties which is available on the Services, without the express consent of those third parties.

Content Complaints

If you believe that any Content on our Services violates these Terms or is otherwise inappropriate, please report the Content by contacting us at: support@aven.com.

User-Submitted Content

Any content uploaded, posted, submitted, or otherwise made available by individual users of the Services, including without limitation all files, documents and any other Content we do not originate (**"User Content"**), is the sole responsibility of the person who made such User Content available on the Services. Under no circumstances will we be liable in any way for any User Content made available through the Services by you or any third party.

Providing Feedback to Us

We welcome your comments and feedback about our Services. All information and materials submitted to us through the Services or otherwise, such as any comments, feedback, ideas, questions, designs, data, User Content, or the like regarding or relating to the Services or our business (collectively, **"Feedback"**), will be considered NON-CONFIDENTIAL and NON-PROPRIETARY with regard to you, but we reserve the right to treat any such Feedback as our confidential.

By submitting Feedback to us, you assign to the Company Parties, free of charge, all worldwide rights, title and interest in all copyrights and other intellectual property rights in such Feedback. The Company Parties will be entitled to use any Feedback you submit, and any ideas, concepts, know-how or techniques contained in any such Feedback, for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products and services using such Feedback without restriction and without compensating you in any way. You are responsible for the information and other content contained in any Feedback you submit to us, including, without limitation, its truthfulness and accuracy.

Our App

These Terms apply to your use of all the Services, from wherever the Application is available, including the Android application available from Google, Inc. ("Google") Play Store, and the iPhone and iPad applications available via the Apple, Inc. ("Apple") App Store (collectively from any source, the "Application"). The following additional terms also apply to the Application regardless of where the Application was obtained, represented here by Google and Apple products:

- Both you and we acknowledge that the Terms are concluded between you and us only, and not with Google or Apple, and that Google or Apple is not responsible for the Application or the Content;
- The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services;
- You will only use the Application in connection with a Google or Apple device that you own or control;
- You acknowledge and agree that Google or Apple, depending on your device, has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
- In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Google or Apple of such failure; upon notification, Google's or Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;
- You acknowledge and agree that we, and not Google or Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;
- You acknowledge and agree that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, we, and not Google or Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;
- Both you and we acknowledge and agree that, in your use of the Application, you will comply with any applicable third-party terms of agreement which may affect or be affected by such use; and
- Both you and we acknowledge and agree that Google, Apple, and the subsidiaries of Google and Apple, are third party beneficiaries of these Terms, and that upon your acceptance of these Terms, Google and Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third party beneficiary hereof.

Governing Laws

United States and Washington Law Applies The law of the United States and Washington law, exclusive of choice of law rules, will govern the formation, interpretation, construction, and performance of these Terms except that the Arbitration Agreement set forth below is governed by the Federal Arbitration Act (9 U.S.C. § 1-16 ("FAA")). Except as expressly provided in the Dispute Resolution Terms, Washington law and the laws of the United States govern resolution of Disputes of any kind whatsoever.

Meaning of Dispute The term "Dispute" or "Disputes" means any claim, counterclaim, cross-claim, complaint, cross-complaint, controversy, or dispute between or among you and us (including any Company Party, Coastal Community Bank, or any lender, creditor, credit card issuer or successor or assignee thereof) (collectively, "**Lender**") that arises out of, or relates to, these Terms, use of the Services, or any credit card, loan, or other credit product that you receive through or as a result of using the Services.. The term "Dispute" or "Disputes" includes disputes arising out of or relating to is or your use of the Services including prior to the date of your acceptance of these Terms. The term "Dispute" or "Disputes" includes any dispute or disputes arising out of or related to your use of aven.com, auto.aven.com, advisor.aven.com, or any other website where we link to or post these Terms, including any subdomains or mobile versions ("Site" or "Sites"), any Aven mobile applications, any online services available through our Sites even if You did not end up receiving or obtaining some or all of the Services. The term Dispute or Disputes includes any dispute related to credit underwriting and/or origination, collections, privacy, or the alleged improper disclosure of non-public information about You, credit reporting about You, and communications with You by cell phone, fax, text or auto-dialer. Without limiting the generality of the foregoing, the term "Dispute" or "Disputes" shall include: (i) any claim, controversy or dispute without regard to when it arose, whether it is based in contract, tort, statute, regulation, common law, or equity; or whether the remedy sought is legal or equitable, including claims for compensatory, monetary and/or punitive damages, restitution and/or disgorgement, or injunctions, (ii) all disputes asserted by You as a private attorney general, as a putative representative and/or member of a class of persons, or in any other representative capacity. For purposes of this Agreement and the Dispute Resolution Terms the term "Dispute" shall include the plural or the singular as context indicates.

DISPUTE RESOLUTION TERMS: PLEASE READ SECTIONS I and II OF THESE DISPUTE RESOLUTION TERMS CAREFULLY AND ENTIRELY. THEY CONTAIN TERMS AFFECTING HOW YOU WILL RESOLVE DISPUTES WITH US.

I. **ARBITRATION AGREEMENT – THIS ARBITRATION AGREEMENT GOVERNS DISPUTES BETWEEN YOU AND US**

(A) Facts about arbitration. Arbitration is a process in which persons with a Dispute: (i) give up their rights to file a lawsuit and proceed in court and to have a jury trial to resolve their Dispute; and (ii) agree, instead, to submit their Disputes to a neutral third person (an arbitrator) for a decision. Each party to the Dispute has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision.

(B) Persons covered by this Arbitration Agreement. This Arbitration Agreement covers, governs and applies to all "Disputes" between or among you and us (including any of the Company Parties and any Lender).

(C) Meaning of Dispute. For purposes of this Arbitration Agreement, the term "Dispute" or "Disputes" shall have the meaning set forth in the section entitled Governing Law except as provided in this sub-paragraph (C). For purposes of this Agreement to Arbitrate, the term Dispute **shall also include** disputes arising out of or relating in any way whatsoever to any Aven Auto-Secured Card Cardholder Agreement and, in addition, any disputes concerning the formation, existence, validity, enforceability, revocation or scope of this Arbitration Agreement, including any disputes about the arbitrability of any claim or cause of action. **All such Disputes shall be referred to the arbitrator.**

Exclusions from the Meaning of Dispute for purposes of this arbitration agreement only. Notwithstanding the foregoing, for purposes of this Arbitration Agreement only, "Dispute" shall **not** include any claim, counterclaim, crossclaim, complaint, cross-complaint, controversy, or dispute between or among you and us (including any Company Party) that arises out of, or relates to: (i) ownership, licensing, infringement, misappropriation or cybersquatting of our patents, trademarks, copyrights, trade secrets or Sites; (ii) any credit agreement with You secured by a mortgage or deed of trust on your principal residence including any Dispute arising out of or relating to any Home Equity Credit Card Account, Home Equity Loan, or financial product secured by a mortgage or Deed of Trust on your principal residence; or (iii) or any credit agreement entered into by You if you are a member of the United States Army, Navy, Marine Corps, Air Force, or Coast Guard currently serving on active duty or You are a spouse or child of an active member of the military. **If an exclusion applies then the excluded claims will be resolved in accordance with Section II, below, but only after arbitration of any arbitrable disputes between you and the Company (including any Company Party).**

(D) Waiver of jury trial and participation in class action. You acknowledge and agree that by entering into this Arbitration Agreement: (i) YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE DISPUTES; (ii) YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT RESOLVE MOST DISPUTES (except as set forth in this arbitration agreement); AND (except as provided in sub-parts K and L, below) YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US OR A RELATED PARTY. WE ARE GIVING UP OUR RIGHTS TO A JURY TRIAL AND RIGHTS TO HAVE MOST DISPUTES (except as set forth in this arbitration agreement) WITH YOU RESOLVED IN A COURT.

(E) No class action or public injunctive relief in arbitration. Disputes shall be resolved by binding arbitration only on an individual basis with You. THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION OR ENTER INJUNCTIVE RELIEF BEYOND THAT NECESSARY TO REMEDY YOUR OWN ALLEGED INJURY OR TO PREVENT FUTURE INJURY TO YOU ALONE.

(F) Limitations of Actions. To the fullest extent permitted by law, you acknowledge and agree that any claims between you and the Company (including any of the Company Parties) arising out of or relating to these Terms or your use of the Services must be filed within two calendar years after such claim accrues, or forever be barred.

(G) Mandatory Informal Good Faith Dispute Resolution Before Formal Arbitration. If you and Company (including any Party or Lender (including any successor or assignee)) have a Dispute and our customer service team is unable to resolve your concern, you and Company (including any Company Party or Lender (or successor or assignee)) agree to make a good faith effort to resolve it informally prior to initiating a formal arbitration proceeding. Such informal dispute resolution shall take place on an individual basis only. If you intend to initiate an arbitration proceeding, you must first send a verified notice to us that describes the Dispute. The Notice must include your name and contact information (address, telephone number, and email address), sufficient information to enable us to identify any transaction at issue; and a detailed description of (1) the Dispute, (2) the nature and

basis of your claims, and (3) the nature and basis of the relief sought, with a detailed calculation. The Notice shall be sent by email to: legal@aven.com and support@aven.com. If requested by us, you must personally and solely on an individual basis appear at and participate in a telephone settlement conference (if you are represented by counsel, your counsel may also participate) to discuss the Dispute. If the Dispute is not resolved within sixty (60) days after receipt of the Notice (which period can be extended by agreement of the parties), you or we may commence a formal dispute resolution proceeding by following the guidance set forth in the next sub-paragraph, sub-paragraph H. Compliance with and completing this informal dispute resolution process is a condition precedent to filing any formal dispute resolution proceeding, including a demand for arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in this informal dispute resolution process.

(H) Arbitration administrator, election to arbitrate and other arbitration procedures. If you and we are unable to resolve the Dispute through the mandatory informal dispute resolution process, you and we agree that any party to a Dispute, including any Company Party, may elect to arbitrate a Dispute. An arbitration may also be demanded by any Party after a claim or counterclaim is filed in court. If one party starts or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party starts a lawsuit on an individual basis and then tries to pursue a class action or public injunctive relief. Either you, we or a Company Party may seek to stay a lawsuit or enforce arbitration as provided for by law if either you or we fail to abide by the terms of this Arbitration Agreement including the requirement to pursue Mandatory Good Faith Informal Dispute Resolution before starting a formal arbitration.

A party, Company Party or Lender demands arbitration by sending the other party or parties written notice by certified mail return receipt requested of their intent to arbitrate (hereafter "demand") setting forth the subject of the dispute along with the relief requested. The demand should be sent to 548 Market Street, San Francisco, CA 94104, legal@aven.com, and support@aven.com with a copy sent by mail, return receipt requested, to the arbitration administrator. The arbitration shall be administered by either the American Arbitration Association (1-800-778-7879) <http://www.adr.org> or JAMS (1-800-352-5267) <http://www.jamsadr.com>. The party (including a Company Party or Lender) receiving a demand shall respond in writing by certified mail return receipt requested within twenty (20) days. Regardless of who first demands arbitration, You may select between AAA or JAMS as the administrator. If You are the first person to demand arbitration, you must inform the Company, the Company Party or the Lender of your selection of AAA or JAMS with your demand. If the Company, a Company Party, or a Lender is the first to demand arbitration, you must notify us within twenty (20) days in writing by certified mail return receipt requested of your selection. If you fail to timely notify us or a Company Party of your selection, then we have the right to select between AAA or JAMS.

The parties to such Dispute will be governed by the rules and procedures of the selected arbitration administrator applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Arbitration Agreement, including the requirement of Informal Good Faith Dispute Resolution and the limitations on the arbitrator set forth below. You understand that You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above. If there is any reason that an arbitrator or arbitration administrator cannot be selected under this Arbitration Agreement, You agree that one will be selected by a court, or by agreement of the parties, and the AAA rules in effect at the time this Arbitration Agreement is accepted by you will govern the resulting arbitration (to the extent not inconsistent with this Arbitration Agreement) unless the parties otherwise agree. However, neither the court nor any party may select an arbitration administrator if that administrator's arbitration rules would permit class relief contrary to this Arbitration Agreement. Similarly, if the AAA or JAMS rules are changed to allow class arbitration contrary to this Paragraph, then they are disqualified from serving as the arbitration administrator.

(I) Selection of the arbitrator and law to be applied in arbitration. The arbitrator shall be selected in accordance with the applicable rules of the arbitration administrator provided, however, that the arbitrator shall be a retired judge and, for matters in which the amount in controversy exceeds \$100,000, the arbitrator shall have served at least 10 years as a judge. This Arbitration Agreement is governed by the Federal Arbitration Act, 9 U.S.C. Sections 1 -16 (the "FAA"). The arbitrator shall follow substantive law consistent with the FAA. The arbitrator shall apply the Limitations of Actions set forth in Paragraph I(F); and shall honor claims of privilege recognized at law. For purposes of this sub-paragraph "substantive law" shall exclude the Washington Uniform Arbitration Act, RCW 7.04A.010 et seq.; for avoidance of doubt, the Arbitration Agreement is governed by the FAA and not by any state law governing arbitration, consolidation or joinder of parties. Further, for purposes of this sub-paragraph, "Substantive law" means and includes federal law including federal preemption law, for issues that would be governed by the laws of the United States if they were heard in court and Washington law for issues that would be governed by state law if they were heard in court. The arbitrator, however, shall have discretion to consider and

apply choice of law rules in the event of a dispute regarding choice of law for issues that would be governed by state law in a court proceeding.

(J) Payment of arbitration fees. Regardless of whom demands arbitration, upon Your request, We or the Company Party (as the case may be) will pay your portion of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees; provided, each party shall bear their own attorney's fees and expenses, such as witness and expert witness fees. The arbitration hearing or hearings will be conducted in the county of your residence, or within 30 miles from such county, in such place as shall be ordered by the arbitrator, or as subsequently agreed in writing by the parties to the arbitration. If allowed by statute or applicable law, the arbitrator may award a party's reasonable attorneys' fees and expenses. At the timely request of any party, the arbitrator shall provide a written explanation for the award or awards the arbitrator enters. The arbitrator's award may be confirmed in any court having jurisdiction over the parties. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. The parties agree that the arbitral award shall not be entitled to preclusive effect in any other arbitration or proceeding. To the full extent permitted by law, neither will an arbitral award arising in any other proceeding be preclusive with respect to any Dispute subject to arbitration under this Agreement.

(K) Small claims tribunal/ Exercise of Self-Help, Repossession or Foreclosure Remedies/Provisional Remedies. We or a Company Party will not demand arbitration of any lawsuit you bring (whether complaint, crossclaim or counterclaim) as an individual action in small-claims court; however, if such compliant, cross-claim or counterclaim is not brought on an individual only basis or is transferred or removed to a different court, we or a Company Party may then exercise the right to arbitrate a Dispute or Disputes according to this Arbitration Agreement. Likewise, You and the Company agree that either party may consistent with the agreement to arbitrate seek provisional remedies pending appointment of the arbitrator or engage in the exercise of self-help remedies including repossession outside of arbitration, provided, however, that any Dispute regarding the lawfulness and alleged damages resulting from the exercise of such exercise of self-help remedies shall be decided subsequently in arbitration by the arbitrator in accordance with this Arbitration Agreement.

(L) California Public injunctive relief. If Your Dispute asserts a claim for public injunctive relief under California law, you agree that the arbitrator will decide, applying Washington choice of law rules, whether Washington or California law governs the claim. If the arbitrator determines that California law applies to your claim for public injunctive relief, you may bring that claim in court, but only after the arbitrator determines all other arbitrable issues and the arbitrator's award is issued and confirmed. We agree to toll the limitations period (contractual and statutory) applicable to the California public injunctive relief claim during the pendency of the arbitration and until issuance of the award. In no event shall the arbitrator issue public injunctive relief in arbitration.

(M) Severability. If any portion of this Arbitration Agreement cannot be enforced, the unenforceable portion will be severed and the rest of this Arbitration Agreement will continue to apply, except that: (i) if it is finally determined the class action waiver contained in this Arbitration Agreement cannot be enforced or the arbitrator (contrary to this Arbitration Agreement) purports to decide a Dispute on a class or other representative basis or issue public injunctive relief, only this sentence will apply and the remainder of this Arbitration Agreement will be void. If after exhaustion of all appellate rights, it is finally determined by a Court or arbitrator that this Arbitration Agreement is wholly unenforceable, then all Disputes shall be resolved in accordance with Section II, below.

(N) Opt-Out. If you do not want this Arbitration Agreement to apply to Disputes, You must send Us a signed notice within [30] calendar days after accepting this Arbitration Agreement. You must send the notice in writing to legal@aven.com and support@aven.com. You must provide your name, address and the date. You must state that you "opt out" of this Arbitration Agreement. If you do not opt out in compliance with the instructions set forth in this Paragraph, then this Arbitration Agreement will apply to Disputes. **If you do opt out, Sub-Section II of this Paragraph will apply to you.**

(O) Binding effect. This Arbitration Agreement is binding upon the parties hereto and their respective heirs, successors, assigns and applies for the benefit of the parties hereto and their respective heirs, successors and assigns. This Arbitration Agreement continues in full force and effect, even if your obligations have been paid or discharged through bankruptcy. This Arbitration Agreement survives any cancellation, termination, amendment, expiration or performance of this Arbitration Agreement or any transaction between the parties hereto or a Company Party and continues in full force and effect unless the parties hereto otherwise agree in writing.

II. JUDICIAL DISPUTE RESOLUTION – THIS SECTION GOVERNS DISPUTES EXCLUDED FROM ARBITRATION BY PART I AND ALSO ALL DISPUTES BETWEEN YOU AND US IF YOU APPLY FOR OR RECEIVE A HOME EQUITY

CREDIT CARD ACCOUNT OR OTHER FINANCIAL PRODUCT SECURED BY A MORTGAGE OR DEED OF TRUST ON YOUR PRINCIPAL RESIDENCE.

If this Section II applies to you, then:

(A) Meaning of Dispute and Governing law. The term "Dispute" or "Disputes" shall have the meaning set forth in the section entitled Governing Law. The Governing Law section shall apply to Disputes governed by this Section II. However, with respect to an issue governed by state law, if the law of the forum state precludes application of Washington law in whole or in part, then the state law selected in accordance with the choice of law rules of the forum state shall govern any state law issues to which Washington law cannot apply and Washington law shall govern the remaining state law issues in dispute. Further, to the extent the Dispute(s) arises out of or relates to, a credit agreement, a security instrument, mortgage or Deed of Trust given by you in connection with use of the Services and the applicable instrument selects a particular state law (other than Washington law) to apply to an issue of state law, that law shall apply to the issue for which it is selected and Washington law shall apply to any remaining state law issues that form part of the Dispute. For avoidance of doubt, state law shall be subordinate to or preempted by federal law as provided by the laws of the United States. Section II shall not be construed to preclude any party from engaging in the exercise of self-help remedies including repossession or to preclude the Company or any trustee, mortgagee or beneficiary (or assignee thereof) with respect to a mortgage or deed of trust from commencing and prosecuting to completion non-judicial foreclosure proceedings.

(B) Notice of Dispute. You and the Company mutually agree to notify the other party in accordance with this sub-paragraph of an alleged Dispute and further agree that until such notice is given and the other party is given a reasonable period after the giving of such notice to take corrective action, neither party may commence, join, or be joined to any judicial action (either as an individual litigant or a member of a class). If Applicable Law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this sub-paragraph. Among other things, service of a Notice of Default or Acceleration given to a Borrower pursuant to an applicable mortgage or Deed of Trust and the passage of the time period set forth for such notice in the applicable instrument will be deemed to satisfy the notice and opportunity to take corrective action provisions of this sub-paragraph. Otherwise, a period of 30 days shall be deemed reasonable. The Notice shall be sent to: 548 Market Street, San Francisco, CA 94104, legal@aven.com and support@aven.com. You must personally sign the Notice. Upon the giving of Notice of a Dispute any applicable limitations period shall be tolled for 30 days or until such time a judicial action is commenced. The Company (including any Company Party or Lender) may provide notice to any telephone number, e-mail address, mailing address, or physical or electronic address you provided to the Company or the Lender, or at which you may be reached using the telephone number provided by you and/or the address provided by you in any application or any credit agreement submitted in connection with Your use of the Services. Nothing in this clause shall be construed to bar a consumer from bringing an action in an appropriate district court of the United States, or any other court of competent jurisdiction, for damages or relief in connection with any violation of federal law. Rather, this provision is meant to serve as a condition precedent in service of the conservation of the parties' resources, and of judicial economy. Nothing in this clause shall prejudice the right of either you or the Company, any Company Party, or the Lender to obtain provisional relief or other equitable remedies to maintain the status quo pending conclusion of the reasonable period for corrective action. Nor shall this clause be construed to preclude any party from engaging in the exercise of self-help remedies including repossession or to preclude any trustee, mortgagee or beneficiary (or successor or assignee thereof) with respect to a Mortgage or Deed of Trust arising out of or related to Your use of the Services from commencing and prosecuting to completion non-judicial foreclosure proceedings.

(C) Jury Trial Waiver. You and Company (including as applicable any of the Company Parties) knowingly and voluntarily waive, to the fullest extent permitted by law, any and all rights to trial by jury of any Disputes between you and the Company (including of the Company Parties) arising out of or relating to these Terms or your use of the Services.

(D) Limitation of Actions. To the fullest extent permitted by law, you acknowledge and agree that any action with respect to Disputes between you and the Company (including any of the Company Parties) arising out of or relating to these Terms or your use of the Services must be filed within two calendar years after such claim accrues, or forever be barred.

(E) Judicial Reference Proceeding - California Residents Only.

This subsection E applies to you if: (i) you are a California resident at the time any Claim is asserted; or (ii) you were a California resident at the time you agreed to these Terms.

If this California specific provision applies to you, you and Company (including any Company Parties or Lender) agree that all Disputes (save for those for which only federal courts have jurisdiction) between you and the Company (including any of the Company Parties) shall be resolved pursuant to the provisions for general reference and trial by referee (sitting without jury) set forth in California Code of Civil procedure Section 638(a), as expressly modified by the provisions hereof (a "Reference Action"). You and Company (including any Company Parties or Lender) agree and acknowledge that in a reference action, any Dispute will be heard by a Referee and not by a jury and hereby waive their respective constitutional and statutory rights to have a trial in front of a jury.

The referee ("Referee") shall be an active member of the California bar. The Referee shall be appointed who is either (i) agreed to by the parties within (30) days of notice by any party to the other of the intention to invoke this judicial reference agreement, or (ii) failing such agreement, then one will be appointed by Superior Court in and for the County of San Mateo (the "Court"). The Parties agree that any Party may (and, if necessary, the other Party shall join in such filing) file with the Clerk of the Court, and/or with the appropriate judge of such Court, any and all petitions, motions, applications or other documents necessary to obtain the appointment of such a Referee. The Parties agree that venue is proper in San Mateo County, consent to personal jurisdiction and venue in that County for all claims governed by this provision and for any issues related to the enforcement of this judicial reference agreement and that all such claims shall be heard by the Court or referee (as the case may be) in San Mateo County unless the parties otherwise agree in writing. Upon request, the Company (or as applicable, any Company Party or Lender) will pay your portion of the fees and expenses of the Referee. The Referee shall be appointed for all purposes and may hear and determine all issues of fact and law and conduct all such proceedings and make any other orders or rulings a sitting judge of the Superior Court in and for the County of San Mateo would be empowered to make in any action or proceeding in the Superior Court, including any and all proceedings with respect to representative or class actions, and post-trial proceedings.

The Referee shall apply the Governing Law and Limitations of Action clauses set forth in sub-paragraph II (A) of the Dispute Resolution Terms to the fullest extent permitted by law. The parties intend this general reference agreement to be specifically enforceable in accordance with the California Code of Civil Procedure. The decisions of the Referee shall be appealable (or subject to writ review) to the same extent and in the same manner that such decision would be appealable if rendered by a judge of a Superior Court. The Referee shall in his/her statement of decision set forth his/her findings of fact and conclusions of law. Nothing in this judicial reference clause shall prejudice the right of either you or Company (or any of the Company Parties) to obtain provisional relief or other equitable remedies in the Superior Court of San Mateo County as shall otherwise be available judicially pending appointment of the Referee. Nor shall this judicial reference agreement or any provision thereof be construed to preclude any party from engaging in the exercise of self-help remedies including repossession or to preclude the Company or any trustee, mortgagee or beneficiary (or successor or assignee thereof) with respect to a Mortgage or Deed of Trust arising out of or related to the Services obtained by You from commencing and prosecuting to completion non-judicial foreclosure proceedings including proceedings pursuant to Cal. Civil Code, § 2924 et seq.

Compliance with Laws

You assume all knowledge of applicable law and you are responsible for compliance with any such laws. You may not use the Services in any way that violates applicable state, federal, or international laws, regulations or other government requirements.

Notice for California Residents

If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

Changes to These Terms

We reserve the right, at any time, to modify, alter, or update these Terms without prior notice. You are encouraged to check this page regularly for changes to the Terms. Modifications will become effective immediately upon being posted, without further notice to you. Your continued use of any of our Services after such modifications are posted constitutes your acknowledgement and acceptance of such modifications, and you may not amend these Terms.

Other Terms

Assignment. These Terms will be binding upon each party hereto and its successors and permitted assigns. These Terms of Use are not assignable or transferable by you without our prior written consent. You agree that these Terms and any other agreements referenced herein may be assigned by us, in our sole discretion, to a third party in the event of a merger or acquisition, or otherwise.

Integration. These Terms (including all of the policies described in these Terms, which are incorporated herein by this reference), contain the entire understanding of the parties regarding their subject matter and supersedes all prior and contemporaneous agreements and understandings between the parties regarding their subject matter.

Waiver. No failure or delay by a party in exercising any right, power or privilege under these Terms will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

Severability. If any provision of these Terms is determined by a court of law to be unlawful, void or unenforceable for any reason, it shall be ineffective only to that extent and the remaining Terms shall be valid and enforceable except as otherwise provided in the Arbitration Agreement for Disputes subject to arbitration. If any provision of these Terms is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

No Relationship. No agency, partnership, joint venture, or employee-employer relationship is intended or created by these Terms.

Force Majeure. We will not be liable for any failure or deficiency in the performance or availability of the Services by reason of the occurrence of any event beyond our reasonable control, including without limitation, a labor disturbance, an Internet outage, interruption of service, communication outage, failure by our service provider, fire, terrorism, natural disaster, pandemic, act of God, or war.

Availability of Products. Some of our products may not be available in certain locations based on the lack of availability of certain third-party services, such as electronic recording in county recording offices, and some property ownership arrangements may require manual submission of your application, which could delay processing of your application.