

# Dwolla | Account Terms of Service

Last Updated: January 20, 2021

These Dwolla Account Terms of Service ("TOS") are a legally binding agreement between you, Dwolla, Inc. ("Dwolla") and our [financial institution partners](#) , each a party insofar as you will access one of the services they provide ("Financial Institution Partner"). This TOS applies to your creation and use of a Dwolla Account ("Account") provided to you through one of Dwolla's clients. Dwolla offers a payment software platform (the "Dwolla Platform") to its clients, who use the Dwolla Platform to provide services to consumers and/or businesses like you. The Dwolla Platform permits users to initiate and send payment instructions to one or more of our Financial Institution Partners, who will provide the funds transfer services based on those instructions.

Our Financial Institution Partners are party to this TOS only in each entity's capacity as the financial institution that holds funds or performs funds transfers, as more fully described [here](#) . Except as specifically set forth in this TOS, the Financial Institution Partners are not responsible for the Dwolla Platform or fulfillment of Dwolla's obligations under this TOS.

It is important that you read and understand this TOS, as it governs your use of your Dwolla Account and any features of the Dwolla client's application that rely on the Dwolla Platform. This TOS includes a binding arbitration provision, which affects your legal rights and may be enforced by the parties. By accessing or using your Dwolla Account and the Dwolla-Enabled Services, you accept and agree to be bound by this TOS. If you do not agree to these terms, you must immediately stop using the Dwolla Account and notify the Dwolla client who is providing you access to the Dwolla-Enabled Services that you wish to deactivate your Dwolla Account.

We may amend this TOS at any time by posting a revised version on [dwolla.com](#) or any other website we maintain for purposes of providing the Dwolla Platform or Dwolla Accounts. Amendments to the TOS are effective at the time we post them and your continued use of your Dwolla Account constitutes acceptance of any amendments.

## 1. Dwolla Platform

- 1.1. The Dwolla Platform is provided to one or more clients of Dwolla that provide you with access to services enabled by the Dwolla Platform, including the ability to create a Dwolla Account in the client's application and to transmit instructions to initiate payments between you and such Dwolla client or another end user of the client's application. These services are the "Dwolla-Enabled Services."

## 2. About Dwolla Accounts and the Dwolla-Enabled Services

- 2.1. Your Dwolla Account can only be accessed through the Dwolla-Enabled Services in the Dwolla client's application. Dwolla is not a money transmitter and does not perform money transmission or money transfer or payment services. All payments made based on the instructions transmitted to Dwolla through the Dwolla-Enabled Services are processed and disbursed by our Financial Institution Partners, who are regulated national institutions. ETO the extent that your Dwolla Account permits you to hold a stored value of funds associated with your Dwolla Account (a "Dwolla Balance"), any funds recorded as held in your Dwolla Balance are held by our Financial Institution Partners in one or more pooled holding accounts. FUNDS HELD IN SUCH HOLDING ACCOUNTS MAY NOT BE ELIGIBLE FOR SHARE INSURANCE OFFERED BY THE NATIONAL CREDIT UNION SHARE INSURANCE FUND AND ARE NOT ELIGIBLE FOR INSURANCE SPONSORED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION. IN THE EVENT OF A FINANCIAL INSTITUTION PARTNER RECEIVERSHIP YOU MAY LOSE VALUE.

## 3. Creating Your Dwolla Account

- 3.1. Dwolla Accounts are available to Business Customers (as more specifically defined below) and to Personal Customers. Dwolla Accounts must be used in accordance with the terms and condition of the Dwolla client's application as well as this TOS. You agree that any information you provide to Dwolla to create your Dwolla Account is true and accurate at the time you create your Dwolla Account and you agree to update that information from time to time to ensure it remains true and accurate at all times you have an open Dwolla Account. If you fail to update this information, we may suspend or terminate your Dwolla Account. You authorize us to share this information with our Financial Institution Partners and other third parties in accordance with our [Privacy Policy](#) . You also agree you have read and accepted Veridian Credit Union's [Notice of Your Financial Privacy Rights](#) .
- 3.2. [Business Customers](#) Business Customers must be businesses (including sole proprietorships), non-profit organizations, and other entities registered and located in the United States. If you create a Dwolla Account as a Business Customer, you represent and attest that (a) your Dwolla Account is not used for primarily for personal, family, or household purposes; (b) you are authorized to provide the information described below; and (c) you are authorized to bind the Business Customer to this TOS.
  - **Information Required** To create your Dwolla Account, we require that you provide us with your business name, and the full name and email address of the individual creating the Dwolla Account on behalf of your business. To access certain additional features, including a Dwolla Balance, we will request that you provide additional information to permit us to verify your identity, including: your business entity type, a valid U.S. physical address (not a P.O. Box or the address of a commercial mail receiving agency), phone number, and your tax identification number. Additionally, we may require personal information (including the full name, date of birth, social security number, and in some cases a form of photo identification) of any beneficial owners of your business, including at least one controller.
  - **Businesses Owned by Minors** If you are a Business Customer that is owned by an individual who is not at least 18 years old, an authorized officer of your business who is at least 18 years old must create your Dwolla Account. In any case, businesses owned by minors under the age of 13 may not create a Dwolla Account.
  - **Dwolla Master Accounts** If you are a Dwolla client who has entered into a Dwolla Platform Agreement with Dwolla, you are creating a Business Account subject to all the terms contained herein as well as the terms of the Dwolla Platform Agreement.

- 3.3. [Personal Customers](#) If you are creating a Dwolla Account as a natural person, you must be (1) at least 18 years old and (2) a legal resident of the United States to create a Dwolla Account. To create your Dwolla Account, we require that you provide us with your first and last name and email address. To access certain additional features, including a Dwolla Balance, we will request that you provide additional information to permit us to verify your identity, including: your date of birth, social security number, and in some cases a form of photo identification.
- 3.4. [USA PATRIOT Act Notice](#) Important information about procedures for opening a new account under the USA PATRIOT Act of 2001: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you create a Dwolla Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see a form of identification with your photograph or other identifying documents.

## 4. Using Your Dwolla Account

- 4.1. [Linked Payment Account: Authorization to Debit or Credit](#), To transmit payment instructions, you must link at least one bank or credit union account at a state- or federally-chartered financial institution in the United States (each, a "Linked Payment Account") to your Dwolla Account. When you transmit payment instructions using the Dwolla-Enabled Services, you authorize Dwolla to send such instructions to our Financial Institution Partner, who you authorize to credit or debit your Linked Payment Account in accordance with your instructions. You are solely responsible for complying with any terms set by your bank or credit union with respect to your Linked Payment Account, including any fees (e.g., nonsufficient fund or overdraft fees).
- 4.2. [Security](#) You are solely responsible for keeping secret your login information and password on the Dwolla client's application that you use to access the Dwolla-Enabled Services. You are responsible for all activity conducted using your Dwolla Account whether or not you authorized the use of your Dwolla Account. Dwolla will never ask you for your login information or password on any application.
- 4.3. [Compliance with Laws](#) You shall only use your Dwolla Account and the Dwolla-Enabled Services for lawful and legitimate purposes and you will at all times comply with all applicable federal, state, and local laws, rules, regulations, and guidance.
- 4.4. [Prohibited Dwolla Account Activities](#) You shall not use your Dwolla Account or the Dwolla-Enabled Services to: (i) engage in illegal or fraudulent activities; (ii) benefit any country, organization, entity, or person embargoed or blocked by any government, including those on the sanctions list maintained by the U.S. Office of Foreign Asset Control (OFAC); or (iii) engage in transactions related to or in furtherance of the following activities ("Prohibited Activities"):
  - Sale or purchase of illegal goods, including but not limited to stolen goods, illegal or controlled substances, and substances that pose a risk to consumer safety;
  - Marijuana-related businesses (including but not limited to manufacturers, dispensaries, and those engaged in the business of marketing, buying, growing, selling, or otherwise promoting medical or recreational marijuana;
  - Illegal services, including but not limited to counterfeit services, illegal gambling, Ponzi or pyramid schemes, and money laundering;
  - Adult entertainment, including but not limited to escort services, encounter clubs, and pornographic products and services;
  - Debt collection, relief, or counseling;
  - Gun sellers and firearm or ammunition sales;
  - Unlicensed or unregistered Money Services Businesses, as that term is defined at 31 C.F.R. 1010.100(ff) and under corresponding state regulations;
  - White label ATM services; and
  - Promotion of hate, violence, harassment, or abuse.

In addition to the above Prohibited Activities, Dwolla and its Financial Institution Partners reserve the right to suspend your Dwolla Account or terminate this Agreement in the event that you are using your Dwolla Account and the Dwolla-Enabled Services to conduct any activity we determine to be high risk or to expose us or other Dwolla clients or customers to an unacceptable level of risk. If we learn or suspect that you are using your Dwolla Account or the Dwolla-Enabled Services for any illegal or fraudulent purpose, we may share your information with any government or regulatory authority, financial institution, or law enforcement agency we deem necessary to fulfill our obligations to comply with applicable laws.

- 4.5. Support. You should contact the Dwolla client who provides you access to your Dwolla Account and the Dwolla-Enabled Services with any requests or questions related to your Dwolla Account. If you cannot obtain adequate assistance from such Dwolla client, you may contact Dwolla at [support@dwolla.com](#) .
- 4.6. [Terminating Your Dwolla Account](#), If you desire to terminate your Dwolla Account, please contact the Dwolla client who provides you access to your Dwolla Account to request they close your Dwolla Account and to be sure that you have met all requirements for account termination. You may also contact [support@dwolla.com](#) , but you agree and acknowledge that Dwolla cannot close any account you have created with the Dwolla client directly or to resolve any dispute you may have with the Dwolla client. If your Dwolla Account is eligible to hold a balance, you must provide instructions as to where to transfer that balance, if any, prior to closing your Dwolla Account.
- 4.7. [Dormant Dwolla Accounts](#), If you terminate your Dwolla Account and fail to provide instructions for any remaining Dwolla Balance, our Financial Institution Partners may be required by law to deem the funds to be abandoned after a certain period of inactivity (a "Dormant Dwolla Account"). Where required by law, we will attempt to notify you if we believe your account is a Dormant Dwolla Account. If you do not respond to such attempts to notify you by providing instructions as to how to handle your remaining Dwolla Balance, our Financial Institution Partners will deliver them to the appropriate government authority. If we do not have sufficient information from you to determine your state of residence, we will deliver your Dwolla Balance to the Iowa Treasurer of State.

## 5. Payment Method Specific Terms

- 5.1. [ACH Payments](#), You agree that you will provide us sufficient information to satisfy the requirements of the Nacha Operating Rules to create instructions to make or receive a payment in the ACH network. Dwolla has established cutoff times for receipt of payment instructions and you understand that Dwolla cannot and does not guarantee any specific time in which ACH transactions initiated through your Dwolla Account will be completed. For questions regarding any specific transaction or its anticipated timing, please contact the Dwolla client who provides you access to your Dwolla Account or the Dwolla-Enabled Services.
- 5.2. [Real Time Payments](#), If the Dwolla client who provides you access to your Dwolla Account or the Dwolla-Enabled Services offers Real Time Payments ("RTP") as an eligible payment method, these terms apply to your use of RTP: The RTP Network is owned and operated by The Clearing House. RTP transfers are made by our [Financial Institution Partner](#) . By submitting an RTP payment instruction, you agree that we may share your information with our Financial Institution Partner and that you have read and you accept the [Cross River Bank Privacy Notice](#) . You shall transmit to Dwolla all information necessary to effectuate payment in accordance with the RTP Rules established by The Clearing House. You represent and warrant that (i) each RTP instruction you submit is made in accordance with the RTP Rules; (ii) as Sender of such RTP transaction, you authorize our Financial Institution Partners to initiate such payment and to debit your Linked Payment Account and send a credit to the Receiver's account in the amount set out in your instruction; (iii) your RTP transaction is initiated in connection with a separate agreement with the Receiver; and (iv) such RTP transaction does not violate applicable law. You agree that you shall enter into an agreement with each of the Receivers prior to sending Dwolla an RTP transaction in which they authorize you to send such RTP transaction. Further, you agree that you waive, release, and discharge all rights or claims against our Financial Institution Partners in connection with the RTP services. You agree to retain records related to your RTP transactions for 6 years following the date you send such RTP instruction to Dwolla and to provide such data to Dwolla upon request. Without limiting the generality of the foregoing, you may not send RTP transactions (y) that exceed the limits provided for in the RTP Rules or any other applicable transaction limits expressly imposed on your Dwolla Account or (z) to any account not located within the United States.

## 6. No Endorsement

- 6.1. Dwolla does not endorse, guarantee, or sponsor any of the Dwolla clients who provide you with the Dwolla-Enabled Services. We are not responsible for the provision or failure to provide any services or goods by the Dwolla client or any other act or omission of such Dwolla client. Your relationship with such Dwolla client is governed by the terms of the agreements you enter into directly for the Dwolla client's services.

## 7. Unauthorized Transactions and Error Resolution

- 7.1. [Notification of Dwolla Account Errors](#), Contact Dwolla immediately at [compliance@dwolla.com](#)  or 1-888-289-8744 if you believe that (i) your Dwolla Account has been accessed without your authorization; (ii) a transaction has occurred that you did not authorize; (iii) a transaction has been processed incorrectly to or from your Dwolla Account or your Linked Payment Account; or (iv) your Dwolla Account transaction history made available to you by the Dwolla client providing the Dwolla-Enabled Services contains an error (each, an "Error"). For clarity, if you give a third party access to your Dwolla Account and that person conducts transactions you did not anticipate, these transactions are not Errors. You must notify us within sixty (60) days after the Error first appeared in your transaction history.
- 7.2. [Required Information for Notice](#), When you notify us of the Error, you must provide: (i) Your name and the name of the Dwolla client who provides you with access to your Dwolla Account; (ii) the nature of the suspected Error and why you believe it is an Error; and (iii) the dollar amount of the Error. If you notify us by phone, you must provide this information in an email within ten (10) business days.
- 7.3. [Investigation of Errors](#), We will determine whether an Error occurred within ten (10) business days after you notify us and provide all required information in Section 6(b). If we need more time, we may take up to 45 days to investigate but we will credit your Dwolla Account within ten (10) business days for the amount of the suspected error. For Errors involving new Dwolla Accounts, we may take up to 90 days to investigate and may take up to 20 business days to credit your Dwolla Account. We will tell you the results of our investigation within 3 business days after completing our investigation. If we determine there was no Error, we will provide you a written explanation. You may ask for copies of the documents that we used in our investigation.

## 8. Your Liability and Actions We May Take

- 8.1. [Your Liability](#), You are responsible for all reversed or failed transactions, fees, claims, fines, penalties, and other liabilities incurred by Dwolla, our Financial Institution Partners, or other Dwolla customers arising from your use of your Dwolla Account or the Dwolla-Enabled Services or any breach of this TOS. Without limiting the foregoing, you agree to reimburse Dwolla or our Financial Institution Partners for any liability relating to a transaction that: (i) is reversed in accordance with Dwolla or its Financial Institution Partners' risk management policies; (ii) is reversed in accordance with applicable laws, including without limitation, RACHA return (as that term is defined under the Nacha Rules), (iii) fails due to your error; (iv) fails due to the provision of inaccurate information; or (v) is cancelled or rejected by you or the recipient or sender, or your or their bank or credit union (each, a "Reversal").
- 8.2. [Actions We May Take](#), To recover any amounts lost due to a Reversal, you authorize Dwolla to debit your Dwolla Account or your Linked Payment Account for such amount. Additionally, at Dwolla's option, Dwolla may suspend your Dwolla Account or engage in collection activities. For all other liabilities or if Dwolla determines, in its sole discretion, that you have breached this TOS or that your Dwolla Account or use of the Dwolla-Enabled Services presents a risk or other threat to Dwolla, Dwolla's clients, or the Dwolla Platform, or if we are unable to verify your identity, we may take any of the following actions (without limiting or foregoing any other remedies available to us under the law or the terms of this TOS):
  - Suspending your access to your Dwolla Account or the Dwolla-Enabled Services;
  - Suspending your access to your funds held in a Dwolla Balance for up to 90 days;
  - Closing your Dwolla Account;
  - Contacting the Dwolla client providing you access to your Dwolla Account and Dwolla-Enabled Services to notify them of your activity, contacting your bank or credit union, contacting law enforcement or other third parties impacted by your activities; and
  - Taking legal action against you.

## 9. Consent to Receive Electronic Communications

- 9.1. [Communications](#), By opening a Dwolla Account and using the Dwolla-Enabled Services, you consent to receive all communications, terms, disclosures, notices, and statements ("Communications") from Dwolla electronically and you confirm that you can access, receive and retain such Communications. Dwolla will provide Communications by posting them on [dwolla.com](#) or by emailing them to you at the email address you provided when opening or updating your Dwolla Account.
- 9.2. [Receipt of Notices](#), A Communication to you will be deemed to have been received twenty-four hours after we have posted it to our website or emailed it to you.
- 9.3. [Delivery Requirements](#), In order to access and retain our Communications you will need: a computer or mobile device that is Internet-enabled, a valid email address, Internet connectivity, and a web browser which include 128-bit encryption, with cookies enabled.
- 9.4. [Withdrawing Consent](#), You may withdraw your consent to receive Communications electronically by contacting us at [support@dwolla.com](#)  or 1-888-289-8744. Because the nature of the Dwolla-Enabled Services requires [delivery of Communications](#) or SYSTEM FAILURES THAT MAY AFFECT THE PROCESSING, COMPLETION, OR INTERRUPTION OF TRANSACTIONS. THIS DISCLAIMER OF WARRANTY SECTION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

## 10. Intellectual Property

- 10.1. Dwolla is the owner of all rights, interest, and title in and to the intellectual property in this Dwolla Platform and any Dwolla documentation (including without limitation any patents, copyrights, rights of publicity, trademarks, logos, designs, trade dress, and trade secrets). All rights in the Dwolla intellectual property not expressly granted to you in this TOS are reserved. You shall not and shall not allow any third party to use your Dwolla Account and the Dwolla-Enabled Services to: (i) claim or register any Dwolla intellectual property on your behalf or on behalf of others; (ii) import or export any portion of the Dwolla Platform to a person or country in violation of export control laws; (iii) copy, reproduce, post, transmit, resell or distribute the Dwolla-Enabled Services or any content or data obtained through the Dwolla-Enabled Services or our website; (iv) access or attempt to access non-public Dwolla information; (v) hack or develop workarounds to any technical limitations placed on your Dwolla Account by Dwolla or Dwolla's client; (vi) reverse engineer the Dwolla Platform or any component of the Dwolla-Enabled Services; (vii) engage in any activity that would interfere with or affect Dwolla's ability to provide the Dwolla Platform or the Dwolla-Enabled Services, including sending an unreasonably large number of requests in quick succession to the Dwolla Platform; or (viii) attempt any of the foregoing.

## 11. Termination

- 11.1. [By You](#), You may stop using your Dwolla Account at any time. You may terminate this Agreement by notifying Dwolla that you intend to close your Dwolla Account or by terminating your relationship with the Dwolla client who provides you access to your Dwolla Account and the Dwolla-Enabled Services.
- 11.2. [By Dwolla](#), We may close your Dwolla Account or terminate your access to the Dwolla-Enabled Services without liability, for any reason, upon notice to you. Dwolla reserves the right to modify or terminate the Dwolla Platform at any time, for any reason.

## 12. Disputes with Dwolla

- 12.1. [Binding Arbitration](#), You, Dwolla, and our Financial Institution Partners (the "Parties") agree that any past, present, or future dispute, claim or controversy relating in any way to your Dwolla Account or use of the Dwolla-Enabled Services, or any other relationship or transaction between you and us, will be resolved by binding arbitration as discussed below, and not through litigation in any court. Such disputes are called "Claims" for purposes of this agreement. This binding agreement to arbitrate applies regardless of whether the dispute is between you and us jointly or separately. This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16. The arbitration shall be conducted by a single neutral arbitrator acting under the administration of United States Arbitration and Mediation, MidWest, Inc., and in accordance with the then-applicable United States Arbitration and Mediation Rules of Arbitration. Unless the Parties agree otherwise, or unless the arbitration administrator's rules or law require otherwise, the arbitration shall be held in Minneapolis, MN. The arbitrator will decide the Claim in accordance with all applicable law, including recognized principles of equity and statutes of limitations, and will honor all privileges recognized by law. The arbitrator will have the authority to award to a Party any damages or relief provided for under applicable law. The arbitrator's decision shall be final and legally binding, and may be enforced by any court having jurisdiction. If you elect to proceed with respect any Claim by an individual action in a small claims court, or its equivalent, instead of arbitration, we will not object, however, any such action shall be taken in small claims court in Des Moines, Iowa. If the arbitrator or arbitration administrator would impose filing fees or other administrative costs on you, we will reimburse you, upon request, to the extent such fees or costs would exceed those that you would otherwise have to pay if you were proceeding instead in a court. We will also pay additional fees or costs if required to do so by the arbitration administrator's rules or applicable law. Apart from the foregoing, each Party will be responsible for any other fees or costs, such as attorney fees that the Party may incur. If you consider that you are unable to afford any fees or costs that would be yours to pay, you may request that we pay or reimburse them, and we will consider your request in good faith. ARBITRATION WITH RESPECT TO A CLAIM IS BINDING AND NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION THE PARTIES WILL NOT HAVE THE SAME RIGHTS THAT APPLY IN COURT, SUCH AS THE RIGHT TO A TRIAL BY JUDGE OR JURY AND THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN PROCEEDINGS BROUGHT BY OTHERS SUCH AS CLASS ACTIONS OR SIMILAR PROCEEDINGS. IN ADDITION, THE RIGHT TO DISCOVERY AND THE RIGHT TO APPEAL MAY ALSO BE LIMITED OR ELIMINATED IN ARBITRATION. ALL OF THESE JUDICIAL RIGHTS ARE WAIVED WITH RESPECT TO CLAIMS.

- 12.2. [Class Waiver, Waiver of Trial by Jury](#), To the fullest extent permitted by law, the Parties agree that no class actions or similar process, and no joinder or consolidation of any Claim with a Claim of any other person or entity, shall be allowable. In arbitration, the arbitrator shall have no authority to entertain any Claim on behalf of a class, group, person, or entity who is not a named party to the arbitration, nor shall any arbitrator have authority to make any award for the benefit of, or against, any class, group, person, or entity who is not a named party to the arbitration. In the event that there is a dispute about whether limiting arbitration to non-class proceedings, or to the named parties, is enforceable under applicable law, then that question shall be resolved by a court rather than by an arbitrator, and to the extent it is determined that resolution of a Claim must proceed on a class basis, it shall so proceed in a court of competent jurisdiction rather than in arbitration. In the event that any dispute proceeds in court, each party irrevocably waives any right to trial by jury in any proceeding with regard to any Claim.

## 13. General

- 13.1. [Indemnity](#), You agree to defend, indemnify and hold harmless Dwolla, our Financial Institution Partners, and our and their respective officers, directors, agents, employees, and suppliers from any third party claims, actions, proceedings, and suits and related liabilities, damages, settlements, penalties, fines, costs or expenses ("including reasonable attorneys' fees and other litigation expenses") arising from: (a) your violation of this TOS or any other applicable terms or policies of Dwolla or our Financial Institution Partners; (b) your use of your Dwolla Account or the Dwolla-Enabled Services; (c) your negligence or willful misconduct; and/or (d) your actual or alleged violation of any third party rights, or any applicable laws, regulations or rules.
- 13.2. [Limitation of Liability](#), IN NO EVENT SHALL DWOLLA, OUR FINANCIAL INSTITUTION PARTNERS, OR OUR OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES INCURRED IN CONNECTION WITH: (a) THIS TOS, (ii) YOUR USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE DWOLLA SERVICES, OR (iii) ANY GOODS OR SERVICES PURCHASED, RECEIVED, OR PAID FOR USING THE DWOLLA SERVICES, UNDER ANY THEORY OF LIABILITY OR CAUSE OF ACTION WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, REGARDLESS OF WHETHER DWOLLA OR OUR FINANCIAL INSTITUTION PARTNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL DWOLLA OR OUR FINANCIAL INSTITUTION PARTNER'S LIABILITY AND THE LIABILITY OF OUR AND ITS RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AND SUPPLIERS EXCEED THE FEES DWOLLA HAS RECEIVED FROM YOU THROUGH YOUR USE OF THE DWOLLA SERVICES. DWOLLA AND OUR FINANCIAL INSTITUTION PARTNER SHALL NOT BE JOINTLY LIABLE FOR ANY MATTERS HEREUNDER. THIS LIMITATION OF LIABILITY SECTION SHALL APPLY TO FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.
- 13.3. [No Warranty](#), YOUR DWOLLA ACCOUNT AND THE DWOLLA-ENABLED SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT ANY REPRESENTATION OF WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. USE OF THE DWOLLA SERVICES IS AT YOUR OWN RISK. DWOLLA, OUR FINANCIAL INSTITUTION PARTNERS, AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AND SUPPLIERS, SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER DWOLLA NOR OUR FINANCIAL INSTITUTION PARTNERS HAS CONTROL OF, OR LIABILITY FOR, ANY ACTS OR OMISSIONS OF OR SERVICES OR GOODS OFFERED BY THE DWOLLA CLIENT WHO PROVIDES YOU ACCESS TO YOUR DWOLLA ACCOUNT. NEITHER DWOLLA NOR OUR FINANCIAL INSTITUTION PARTNERS REPRESENTS OR WARRANTS THAT YOUR DWOLLA ACCOUNT OR THE DWOLLA-ENABLED SERVICES WILL MEET YOUR REQUIREMENTS, BE CONTINUOUS, UNINTERRUPTED, SECURE, TIMELY, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM DWOLLA WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. NEITHER DWOLLA NOR OUR FINANCIAL INSTITUTION PARTNERS SHALL BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS OR SYSTEM FAILURES THAT MAY AFFECT THE PROCESSING, COMPLETION, OR INTERRUPTION OF TRANSACTIONS. THIS DISCLAIMER OF WARRANTY SECTION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

- 13.4. [Force majeure](#), You understand and agree we will not be held responsible for any losses or damages resulting from suspension of service due to extraordinary events or circumstances beyond our control. In such an event, Dwolla may suspend your Dwolla Account and the Dwolla-Enabled Services and our Financial Institution Partner may suspend service and access to funds in a holding account.

- 13.5. [Assignment](#), You may not transfer or assign any rights or obligations you have under this TOS. Dwolla and our Financial Institution Partners reserve the right to transfer or assign any rights or obligations under this TOS at any time.

- 13.6. [Governing Law](#), You agree that the laws of the State of Iowa, without regard to principles of conflict of laws, govern this TOS and any claim or dispute that has arisen or may arise between the Parties.

- 13.7. [Complete Agreement; No Waiver; Survival](#), This TOS, along with any applicable terms and policies of Dwolla or our Financial Institution Partners, set forth the entire understanding between the Parties with respect to your Dwolla Account and the Dwolla-Enabled Services. Any failure of Dwolla or our Financial Institution Partners to enforce any right or provision of this TOS shall not constitute a waiver of such right or provision. Any provision of this TOS held to be invalid or unenforceable under applicable law shall be struck, and the remaining provisions will continue in full force and effect. Sections 8 (Your Liability and Actions We May Take), 9 (Consent to Receive Electronic Communications), 10 (Intellectual Property), 12 (Disputes with Dwolla), and 13 (General), as well as any other terms which by their nature should survive, will survive the termination of this TOS.