

Effective Date: April 25, 2022

Jassby, Inc.
Terms of Service

These Terms of Service (this “*Agreement*”) set out the terms on which JASSBY, INC. (“*Jassby*”, “*we*” or “*us*”) will provide access to and use of certain services available on or through its websites and/or mobile applications (collectively, the “*Service*”) to you, a user of the Service (“*you*” or “*User*”). You should read this Agreement carefully. By indicating acceptance of this Agreement or by otherwise using the Service, you are entering into a legally binding agreement with us (and you thereby represent that you are of legal age, and are otherwise fully able and competent, to enter into a binding agreement). If you are a parent or guardian reviewing and accepting these terms on behalf of a child, “Users” and “you” refers both to you and your child. If you do not agree to these terms and conditions, you must not use the Service.

THIS AGREEMENT CREATES A BINDING LEGAL AGREEMENT BETWEEN YOU AND JASSBY, INC., AND INCLUDES AN ARBITRATION AND FORUM SELECTION CLAUSE UNDER WHICH CERTAIN CLAIMS MAY ONLY BE ASSERTED IN ARBITRATION IN BOSTON, MASSACHUSETTS, AND MAY NOT BE BROUGHT IN COURT OR DECIDED BY A JURY. PLEASE READ THIS AGREEMENT CAREFULLY.

1. Nature of the Service.

1.1 *General.* The Service allows parents and legal guardians who are of legal age (“Parents”) to open deposit accounts (each, an “Allowance Account”) and/or debit card accounts (each, a “Debit Card Account”), managed by Jassby. Parents may allocate funds in their Allowance Accounts and/or Debit Card Accounts for use by their children (“Children” or a “Child”), and Parents may control and monitor Children’s purchases. The Service also allows Users to access certain information or other content (which may include data, text, photos, video or other materials or content) related to finances, shopping, and other topics and to shop within an in-application online marketplace (the “Jassby Shop”).

1.1.1 *Allowance Accounts.* Allowance Accounts are held by Needham Bank and are subject to Needham Bank’s Allowance Account Agreement, Disclosures, and Privacy Policy, all published at: <https://legal.jassby.com/needham-privacy>; and E-Sign Agreement, published at: <https://legal.jassby.com/e-sign>, which are all incorporated by reference. Jassby does not hold funds; any funds that you may add to your Allowance Account are solely held by Needham Bank. Funds in Allowance Accounts may only be used in the Jassby Shop.

1.1.2 *Debit Card Accounts.* Debit Card Accounts are held by Sutton Bank and are subject to the Jassby Debit Card Cardholder Agreement, published at: <https://legal.jassby.com/index.html#physical-debit-card>; E-Sign Agreement, published at: <https://legal.jassby.com/e-sign>; Fee Disclosures, published at: <https://legal.jassby.com/fee-disclosures>; and Sutton Bank Privacy Policy, published at: <https://legal.jassby.com/sutton-privacy>, all of which are incorporated by reference. Jassby does not hold funds; any funds that you may add to your Debit Card Account are solely held by Sutton Bank. The Jassby Debit Card is issued by Sutton Bank, Member FDIC, pursuant to a license from Mastercard International Inc.

Debit Card Accounts that see no activity for six consecutive calendar months may be closed.

Users who elect to open Debit Card Accounts may be given the choice of selecting a no-fee Jassby account plan for their family (the “No Fee Plan”) or selecting a

plan that includes additional features, for a monthly fee. These offerings are described below in Section 4, Subscription Levels.

- 1.2 *No Financial Advice.* Though the Service is intended to allow Parents and Children to learn about finances in a fun, safe way, Jassby is not engaged in rendering financial advice through the Service. The information provided via the Service, including but not limited to, any information related to the Jassby Financial Literacy Score, should not be interpreted as a substitute for consultation with a financial professional regarding any financial matter. You represent to us (which representation shall be deemed to be made each time you use the Service) that you are not using the Service for the purpose of seeking financial advice.
- 1.3 *User Accounts.*
 - 1.3.1 *Family Organizer Account.* In order for you and your family to use the Service, a Parent must first create a user account with the Service, designating themselves as the head of your family for purposes of your family's use of the Service (the "Family Organizer"), by registering, as set forth below (the "Family Organizer Account"). Each family group that is registered with the Service (a "Family") may have only one Family Organizer. The Family Organizer Account may require the designation of a bank account or debit card which will be debited or charged when you fund an Allowance Account or Debit Card Account (a "Funding Source"). You may be required to fund your Allowance Account or Debit Card Account before you can utilize the features provided by the Service.
 - 1.3.2 *Additional Parent Account.* For an additional parent (an "Additional Parent") to use the Service as part of your Family, the Family Organizer must create a user account with the Service for the Additional Parent within the Family (an "Additional Parent Account"). By creating an Additional Parent Account, you, the Family Organizer, represent that the Additional Parent is over the age of eighteen (18) and agree to accept full responsibility for the Additional Parent's use of the Service. Once the Family Organizer has created an Additional Parent Account, the Additional Parent may link a Funding Source to the Service in order to use the Service.
 - 1.3.3 *Child Account.* For a Child to use the Service as part of your Family, the Family Organizer must create a user account with the Service for the Child within the Family (a "Child Account"). Where possible, a Child who has his or her own bank account (a "Child Bank Account") may link this to the Service, subject to Family Organizer consent. Such linkage is for viewing purposes, only, and the funds in the Child Bank Account will not be used for making purchases through the Service.
- 1.4 *Use of the Service.* The Service allows a Parent to open an Allowance Account or Debit Card Account, which may be funded from their linked Funding Source, and allocate funds for use by the user of a Child Account within the same Family. The Family Organizer may impose limitations on the funds allocated to a linked Child Account. A user of a Child Account who has access to an Allowance Account will be able to purchase items (each, a "Purchased Item") made available in the Jassby Shop. Payments for Purchased Items will be debited from the Allowance Account, as applicable, up to the amount allocated for use by the Child. A user of a Child Account who has access to a Debit Card Account may use their debit card (the "Jassby Debit Card") to shop anywhere that Mastercard® is accepted, subject to Section 1.1.2 of this Agreement. The Service also allows users of Parent Accounts to make purchases through the Jassby Shop, and, if they have opened Debit Card Accounts, to shop anywhere that Mastercard® is accepted, subject to Section 1.1.2 of this Agreement. Payments for Purchased Items purchased directly by a Parent will be debited from their Allowance Account or charged to their Jassby Debit Card, as applicable.

The Service may also provide within its application to users of Child Accounts designated “Spending” and “Saving” pockets for their allocated funds. These pockets are provided solely for your convenience and the convenience of the user of the Child Account in order to enable the designation of allocated funds. The Service does not provide interest-bearing savings accounts.

The Service also allows Users who are members of a single family group connected by a single Family Organizer to reallocate funds to which they have been given access to the users of other User Accounts within the same family group, subject to any limitations set forth in this Agreement and the terms of Section 1.1.1 or Section 1.1.2. of this Agreement, as applicable.

- 1.5 *Authorization to Debit Funding Source.* By transferring funds to an Allowance Account or a Debit Card Account, you represent and warrant to Jassby that you are authorized to use the Funding Source(s) linked to your account with the Service and you authorize Jassby to debit or charge your linked Funding Source for the amounts transferred. These authorizations will remain in full force and effect until you notify Jassby by e-mail at support@jassby.com that you wish to revoke them. You agree to hold Jassby harmless for any expenses, including fees, incurred as a result of there being insufficient funds associated with your linked Funding Source. Charges to a Funding Source will generally occur within 5 days after you initiate a funds transfer.

When you link a new Funding Source to the Service, you may be prompted to make an initial transfer from that Funding Source into your Allowance Account or Debit Card account, which will be split at random into two separate transactions. You may be asked to verify the dollar amounts of the two transactions before you can use the Funding Source for further funding of your Allowance Account or Debit Card Account.

- 1.6 *Automatic Replenishment Funding.* You may pre-authorize transfers from your linked Funding Source into an Allowance Account or Debit Card Account, in the form of automatic replenishment funding (“Autofund”). Once you enable Autofund, these authorizations will remain in full force and effect until you notify Jassby by e-mail at support@jassby.com that you wish to revoke them.

If you choose to enable Autofund, each time your Allowance Account or Debit Card Account balance falls below the pre-set balance of your choosing, we will automatically transfer funds from your Funding Source (assuming there are available funds in the Funding Source) in the amount you establish into your Allowance Account or Debit Card Account. You agree to hold Jassby harmless for any expenses, including fees, incurred as a result of there being insufficient funds associated with your linked Funding Source.

Except as otherwise required by Applicable Law, funds transferred via Autofund may not be immediately available and are subject to the restrictions and limitations set forth in this Agreement, including but not limited to, all applicable fees and transaction limits on your Allowance Account or Debit Card Account. You may also consult your monthly statement or contact customer support to see if the funds have been transferred to your Allowance Account or Debit Card Account.

- 1.7 *Payments for Purchases.* By making a purchase from the Jassby Shop or otherwise making a purchase with your Jassby Debit Card, you represent and warrant to Jassby that you are authorized to use the Allowance Account or Jassby Debit Card Account and authorize Jassby to debit your Allowance Account or Debit Card Account for the amount of the purchase. If your purchase is subject to a use or sales tax, you may also be charged for those taxes. Users are solely responsible for all purchases made from the Jassby Shop. Purchases made from the

Jassby Shop are subject to the Jassby shop Return Policy, published at <https://legal.jassby.com/return-policy>, and Jassby's Shipping Fee Policy, published at <https://legal.jassby.com/shipping-policy>, which are incorporated into this Agreement. You agree to hold Jassby harmless for any expenses, including fees, incurred as a result of there being insufficient funds in your Allowance Account or Debit Card Account and authorize Jassby to debit or charge your Funding Source for any shortfall. Debits from or charges to an Allowance Account or Debit Card Account will generally occur within 5 days after you make a purchase either from the Jassby Store or with a Jassby Debit Card.

- 1.8 *Statements, Disputed Debits & Charges.* Jassby shall transmit to you periodic statements reflecting all debits, charges and transactions posted to your account no more than 45 days from the date of posting the earliest of such charges. If you believe that Jassby posted an unauthorized debit or charge to your account, to minimize your liability, you must notify Jassby in person, by telephone, or in writing (addressed to Customer Support, Jassby, Inc., 530 Great Road, Suite 200, Acton MA 01720), or by e-mail (addressed to customersupport@jassby.com) within 60 days of Jassby's transmittal to you of a periodic account statement reflecting such disputed charge. If you fail to do so, you may be liable for the amount of any unauthorized charges to your account that occur after such 60-day period and before your notification to Jassby that Jassby could have avoided had you provided timely notification.
- 1.9 *Discount Codes.* From time to time and at its sole discretion, the Company may offer discount codes to Users, in the form of dollar credits, in varying amounts, to be applied to purchases made through the Jassby Store. At its sole discretion, the Company may apply conditions to the receipt and use of such discount codes, for example, to incentivize certain interactions between the Users and the Service. By using the Service, you authorize us to apply any such discount codes to purchases made by you and your child.
- 1.10 *Jassby Bonuses.* From time to time and at its sole discretion, the Company may offer monetary bonuses to Users, in the form of funds deposited into in Allowance Account or Debit Card Account ("Jassby Bonuses"). At its sole discretion, the Company may apply conditions to the receipt of such Jassby Bonuses, for example, to incentivize certain interactions between Users and the Service. By using the Service, you consent to the receipt of funds into your Allowance Account or Debit Card Account and any associated Child Account resulting from Jassby Bonuses. Jassby Bonuses may be subject to further terms and conditions.
- 1.11 *Rewards.* From time to time and at its sole discretion, the Company may allow Users to participate in the Jassby Rewards Program (the "Rewards Program"). The Rewards Program may allow eligible users to earn points through various activities within the Service and then redeem those points for funds deposited into the Spending pocket of the Allowance Account or Debit Card Account associated with the points-generating activity. The Rewards Program is provided subject to this Agreement and the Rewards Program Terms and Conditions set forth in Schedule A to this Agreement, which are incorporated herein. For the avoidance of doubt, by redeeming points earned through the Rewards Program, you consent to the receipt of funds into your Allowance Account or Debit Card Account and any associated Child Account resulting from Rewards Program activity.
- 1.12 *The Jassby Cash Back Program.* From time to time and at its sole discretion, the Company may allow Users to participate in the Jassby Cash Back Program (the "Cash Back Program"), which may enable eligible users to elect certain cash back offers. This program is provided by Payce, LLC and the cash back offers are provided pursuant to the Payce, LLC Terms of Use, set forth at <https://paycepays.com/jassby/Home/Terms>, and the Payce, LLC Privacy Policy, set forth at <https://paycepays.com/jassby/Home/PrivacyPolicy>, and may be subject to

additional terms and conditions. Funds associated with cash back offer activity will be deposited into the Spending Pocket of the Debit Card Account that utilized the offer.

- 1.13 *Children.* The Service is not directed to users under the age of 13 without the consent of a Parent. The Service does not knowingly collect personal information from children under the age of 13 without consent of a Parent. If you are under the age of 13, you are not permitted to register as a User or to send personal information to Jassby without consent of a Parent, other than to the extent needed to obtain a Parent's consent.

2. Registration. In order to use certain parts of the Service, you may be required to provide us with your name, residential address, social security number, birth date, phone number and email address or other screen name or user name that functions as online contact information, create a password and register with us. Family Organizers who create user accounts for other Family members may also be required to provide us with the names, email addresses, and birth dates of those Family members. To the extent you are using the Service on behalf of an organization, you may need to also provide us with information in order to confirm, or permit us to confirm, any relationship between you and such organization. We may also request additional information from you. You represent and warrant to us that you will provide us with accurate, current and complete registration information. You are responsible for your registration, and for all use of the Service using any User credentials or passwords issued to you or chosen by you. You will keep all such credentials and passwords confidential.

3. Fees and Orders. The Service, or certain features of the Service, may be available only if certain subscription fees or other fees (collectively, "*Fees*") are paid by you, or for your benefit (e.g., we may permit a third party to pay certain Fees for your benefit). If you purchase any subscription plan for the Service or use certain features of the Service, you must pay any applicable Fees. You will also be responsible for any taxes that may apply. Fees will be deducted from the balance of the Allowance Account or Debit Card Account, as applicable. If there are insufficient funds in the Allowance Account or Debit Card Account, fees may be withdrawn from your Funding Source. For the avoidance of doubt, you authorize us to debit your Allowance Account, Debit Card Account, or Funding Source for Fees. If any charge is rejected by our bank or payment providers, you are still liable to pay the Fees. We retain the right to charge interest on any overdue balance at the rate of 1.5% per month, or the maximum amount permitted by law (if lower). You will also be responsible for our reasonable costs of collection, including attorney's fees, if we deem it necessary to take any legal or administrative action to collect unpaid Fees. We reserve the right to accept, refuse or cancel any orders placed through the Service, without liability or justification. We will refund you in case your order was cancelled by us after your payment method has been charged.

4. Subscription Levels. From time to time and at its sole discretion, the Company may allow Users who sign up for Debit Card Accounts to select a no-fee Jassby account plan for their Family (the "No Fee Plan") or may use the Service to subscribe to one or more premium service level plans (each a "Premium Service Level Plan") (all plan levels referred to collectively as "Plan Levels"). Premium Service Level Plans and the features offered under each Plan Level are subject to change at any time. The monthly fee for any Premium Service Level Plan (the "Monthly Fee") and the features currently provided pursuant to each Plan Level will be described on our website. Taxes may apply. When applicable, the Family Organizer is responsible for selecting the Family's Plan Level and may change the Family's Plan Level at any time, but no more than once per monthly billing cycle. To change your Family's Plan Level, please visit the account details page in the App or contact Jassby customer service at customersupport@jassby.com. If you downgrade your Plan Level, you will not be eligible for a partial refund for the unused portion of the Monthly Fee associated with the remainder of the current monthly billing cycle.

A Premium Service Level Plan may enable Users to access certain features that are not available to Users who select the No Fee Plan. For the full details of the Plan Levels currently offered and the features provided as part of each Plan Level, please visit our website.

Jassby reserves the right to change, add, or eliminate the features offered under each Plan Level at any time, with or without notice to you, and Jassby reserves the right to restrict your participation in any Plan Level at our sole

discretion. When you select a Premium Service Level Plan for your family, you agree to pay the Monthly Fee for the corresponding Plan Level, as described on our website, in accordance with Section 3, Fees and Orders, of this Agreement, until you have cancelled your Premium Service Level subscription in accordance with the cancellation procedures described above.

5. Our Ownership Rights. The Service, including all aspects of Jassby's websites and mobile applications (including Our Property, as defined below), is the property of, and owned by, Jassby or its licensors. All the software, algorithms, functionality, inventions, concepts, text, images, sound, music, videos, marks, logos, compilations, content and technology used to deliver the Service or otherwise embodied in, displayed through, or provided directly or indirectly (e.g., emails or other communications from us to you) via the Service are "***Our Property***." Except as otherwise expressly permitted by this Agreement, any use, copying, making derivative works, transmitting, posting, linking, deep linking, framing, redistribution, sale, decompilation, modification, reverse engineering, translation or disassembly of Our Property is prohibited. You acknowledge that Our Property has been created, compiled, developed and maintained by us at great expense of time and money that any misappropriation or unauthorized disclosure or use of Our Property by others in breach of these terms of use would unfairly and irreparably harm us in a manner for which damages would not be an adequate remedy, and you consent to our obtaining injunctive relief to restrain any such breach or threatened breach of this Agreement, without any requirement to post bond. You may also be subject to criminal or civil penalties for violation of this paragraph.

The Mark "Jassby, Inc.", and any associated logos, are registered or unregistered trademarks or service marks of Jassby or its licensors. You may not use them, or any of our other marks or logos, in any manner, including any use that is likely to cause confusion or that disparages or discredits us, without our consent. The Service may also feature the trademarks, service marks, and logos of third parties, and each owner retains all rights in such marks. Any use of such marks, or any others displayed on the Service, will inure solely to the benefit of their respective owners.

Subject to the terms and conditions herein, we grant you the non-exclusive, limited, revocable right to access and use Our Property solely to the extent necessary for you to use the Service for your own personal, non-commercial use, as permitted by this Agreement. We reserve all other rights. For clarity and without limiting other obligations herein, Users shall not distribute or otherwise commercialize Our Property.

6. Acceptable Use of the Service. You must comply with any rules and policies about use of the Service that we publish from time to time. These rules and policies will be available on the Service. Certain features, pages or content within the Service may contain supplemental terms of use, to which you must agree in order to use the relevant features, pages or content.

You must not (a) use the Service in any way that would violate any law or the rights of any person; (b) impersonate any person or entity; (c) except as otherwise expressly permitted by this Agreement, harvest or otherwise collect information about others from the Service; (d) take any action that imposes or may impose an unreasonable or disproportionately large load on the Service or its infrastructure, or bypass any measures we may use to prevent or restrict access to any portion of the Service (or other accounts, networks or services connected thereto); (e) use manual or automated software, devices, or other processes to "crawl", "scrape" or "spider" any of the Service or otherwise to copy, obtain, propagate, distribute or misappropriate any information or other content from the Service, including any of Our Property; (f) distribute or otherwise make available any information or other content obtained through the Service to any third party, except as expressly permitted herein; (g) otherwise interfere in any manner with the use or operation of the Service; (h) abuse the Service's comments, ratings or review features or sections; or (i) use the Service in the development, directly or indirectly, of any product, software or service that offers any functionality substantially similar to, or competitive with, the Service.

7. Social Media. From time-to-time, we may offer functionality on the Service permitting you to connect the Service to your Facebook or other social media accounts ("***Social Media Accounts***"). If you choose to connect your Service account with any Social Media Accounts, you will be able to take advantage of various social features

Jassby may already have or will be creating, as part of the Service, as well as features available on such Social Media Accounts. These features will generally be designed to share information with others. For example, your friends and others who have access to view information about you on Facebook may be able to see (on Facebook and on the Service) that you are a user of the Service, and other information about your use of the Service. You may also be able to see similar information about your Facebook friends who are users of the Service. Please pay careful attention to your relevant Social Media Account settings in your Service account as well as your privacy settings in your Social Media Accounts which will impact this feature, when available, and may give you some control over the information that is shared and with whom it is shared.

BY CONNECTING YOUR SERVICE ACCOUNT TO ANY SOCIAL MEDIA ACCOUNT, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE CONSENTING TO THE CONTINUOUS RELEASE OF INFORMATION ABOUT YOU TO OTHERS, INCLUDING TO SUCH SOCIAL MEDIA ACCOUNT (IN ACCORDANCE WITH YOUR PRIVACY SETTINGS ON SUCH SOCIAL MEDIA ACCOUNT AND YOUR SETTINGS ON THE SERVICE). IF YOU DO NOT WANT INFORMATION ABOUT YOU TO BE SHARED IN THIS MANNER, PLEASE CHANGE YOUR SETTINGS APPROPRIATELY. Jassby and social media sites are continually making changes and improvements to this feature, and therefore the available features and information that are shared may change from time to time. These changes may take place without notice to you and may not be described in this Agreement.

8. Feedback. If you provide to us (directly or indirectly, and by any means) any comments, feedback, suggestions, ideas, or other submissions related to the Service (collectively “**Feedback**”), the Feedback will be the sole property of Jassby. We will be entitled to use, reproduce, disclose, publish, distribute, and otherwise exploit in any manner, all Feedback, without restriction and without compensating you in any way. We are and shall be under no obligation to maintain any Feedback in confidence, or to respond to any Feedback.

9. Warranty Disclaimers and Limitations of Liability. THE SERVICE, INCLUDING, FOR THE AVOIDANCE OF DOUBT, ALL FEATURES PROVIDED AS PART OF ANY PLAN LEVEL, AND PURCHASED ITEMS ARE PROVIDED “AS IS”, WITH ALL FAULTS. WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING: (i) ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE; (ii) THAT THE SERVICE OR ANY PURCHASED ITEM OR OUR PROPERTY WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR; AND (iii) AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED FROM THE SERVICE OR ANY PURCHASED ITEM OR OUR PROPERTY. We may pause or interrupt the Service at any time, and you should expect periodic downtime for updates to the Service. No advice or information, whether oral or written, obtained by you from us or through the Service will create any other warranty.

JASSBY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SERVICE. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL INTERACTIONS WITH OTHER USERS OF THE SERVICE. JASSBY HEREBY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY USERS OF THE SERVICE OR THIRD PARTIES. UNDER NO CIRCUMSTANCES WILL YOU BE ENTITLED TO RECOVER FROM US ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OF USE), WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICE OR OUR PROPERTY OR ANY PURCHASED ITEM, EVEN IF WE HAVE BEEN INFORMED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, OUR MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICE OR OUR PROPERTY OR ANY PURCHASED ITEM, WHETHER BASED ON CONTRACT, TORT (INCLUDING

NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNTS PAID BY YOU TO US FOR THE SERVICE AND PURCHASED ITEMS IN THE PRIOR YEAR (OR, IF YOU ARE A NON-FEE PAYING USER, TO THE AMOUNT OF \$10).

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

10. Cloud Services and Third Party Services. Without limitation of the disclaimers and limitations of liability set forth in Section 8, you acknowledge and agree as follows: (a) we provide the Service using cloud computing services of one or more third party cloud providers (collectively, the “**Cloud Providers**”); (b) the price at which we could afford to offer the Service would vary if we provided the Service other than using such cloud services; and (c) we shall not be responsible or liable to you for any act, omission or failure of any Cloud Provider.

The Service may depend upon, interact with or enable access to third parties’ information, other content, services or websites (each, a “**Third Party Service**”), which may in each case be accompanied by separate terms of use. Use of each Third Party Service may require that you accept additional terms of use. You must comply with the applicable terms of use when using the Third Party Service and the Service. Jassby does not endorse, and hereby disclaims all liability or responsibility to you or any other person for, any Third Party Services.

11. Indemnity. You will indemnify us, and our licensors, providers and agents, against any and all claims, actions, proceedings, suits, liabilities, losses, damages, costs, expenses and attorneys’ fees (“**Liabilities**”) arising out of or related to your breach of this Agreement or your use of the Service (but excluding any Liabilities to the extent caused by our negligence or willful misconduct). We reserve the right to assume the sole control of the defense and settlement of any claim, action, suit or proceeding for which Jassby may be obliged to indemnify you. You will cooperate with us with respect to the defense and settlement of any such claim.

12. Our Privacy Policies. We operate the Service under the Privacy Policy published at <https://legal.jassby.com/privacy> (the “**Privacy Policy**”), which is hereby incorporated into this Agreement. Each party shall comply with the Privacy Policy. Allowance Accounts are also subject to Needham Bank’s Privacy Policy, published at: <https://legal.jassby.com/needham-privacy>, and Debit Card Accounts are subject to Sutton Bank’s Privacy Policy, published at <https://legal.jassby.com/sutton-privacy>, each of which is incorporated herein by this reference.

The Company also maintains a general website (the “**Site**”), in order to inform prospective users of the Service about the features of the Service and how they can obtain and use the Service. We operate the Site under the privacy policy published at <https://legal.jassby.com/web-privacy> (the “**Website Privacy Policy**”). The Website Privacy Policy is separate from the Privacy Policy and is also hereby incorporated into this Agreement.

13. Suspension and Termination. You may terminate this Agreement at any time by closing your account and ceasing to use the Service. We reserve the right to suspend your account and/or access to the Service at any time if we believe you are in breach of this Agreement. We reserve the right to terminate this Agreement or to cease to offer the Service at any time on written notice to you (including by email to registered Users or posting on our website or mobile applications), for any reason or no reason.

If your account is terminated for any reason or no reason, you agree: (a) to continue to be bound by this Agreement, (b) to immediately stop using the Service, (c) that the license and rights provided by us under this Agreement shall end, and (d) that we shall not be liable to you, or to any third party, for compensation, reimbursement, or damages in connection with your use of the Service or for termination of access to your account.

Any accrued obligations and remedies hereunder, and any other provisions that by their nature should reasonably survive, shall survive the termination or expiration of this Agreement.

14. Modification of Service and Agreement. We reserve the right to modify the Service at any time, without notice to you. We may also from time to time amend this Agreement prospectively. If we do so, we will notify you by email (for registered Users) and posting on our website or mobile applications. You agree that your continued use of the Service constitutes your agreement to the amended Agreement. If you do not agree to any amended Agreement that we publish, you must terminate your account and cease using the Service. Except as set forth above, this Agreement may be amended or modified only by an express writing signed by Jassby.

15. Applicable Law. You and we each agree that all disputes or other matters arising from or relating to this Agreement, or the use or operation of the Service, will be governed by the substantive laws of the Commonwealth of Massachusetts, U.S.A., without regard to its or any other jurisdiction's conflicts of laws principles that would apply another law. Any action or proceeding by you relating to any claim arising from or relating to the Service or this Agreement must commence within the shorter of the applicable statute of limitations or one year after the cause of action has accrued. The United Nations Convention for the International Sale of Goods is hereby disclaimed.

16. Arbitration. We will attempt to resolve disputes with Users to their satisfaction. If, however, a matter arises that cannot be resolved promptly between you and us, you agree that any disputes arising out of or relating to the Service or this Agreement (including the validity and scope of the agreement to arbitrate and any disputes with other users of the Service) shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association (“AAA”) under the Federal Arbitration Act, and shall be conducted before a single arbitrator pursuant to the applicable Rules and Procedures established by the AAA (for information on the AAA and its rules, see adr.org). You agree that the arbitration shall be held in Boston, Massachusetts, unless the AAA or the arbitrator shall determine that venue in such city is unreasonably burdensome, in which case the AAA or the arbitrator shall select a venue that is not unreasonably burdensome to both you and us. You agree that, if the AAA shall be unavailable or decline to administer the arbitration, and the parties do not agree on a substitute, a substitute administrator or arbitrator shall be appointed by the court. This provision shall not apply to claims of patent, trademark, or copyright infringement or misappropriation of trade secrets. In addition, you or we may elect to bring an individual claim in a small claims court, but we do not hereby agree to any personal jurisdiction that is otherwise lacking.

You agree that any arbitration shall not permit claims on a class, mass, representative, or private attorney general basis. You further agree that no claims of other parties may be consolidated with your or our claims in the arbitration without both your and our consent. YOU ARE WAIVING YOUR RIGHTS TO HAVE YOUR CASE DECIDED BY A JURY AND TO PARTICIPATE IN A CLASS, MASS, REPRESENTATIVE, PRIVATE ATTORNEY GENERAL, OR CONSOLIDATED ACTION AGAINST US.

If any part of this Arbitration clause is later deemed invalid as a matter of law, then it shall be severed and the remaining portions of this section shall remain in effect, with the exception that if the preceding paragraph is deemed invalid, then this entire section shall be deemed invalid and the arbitration clause shall be void.

17. Force Majeure. In no event will we be liable for any failure to comply with this Agreement to the extent that such failure arises from factors outside our reasonable control. Without limitation of the foregoing, in the absence of our gross negligence or willful misconduct we will not be liable for any damages arising from the acts of hackers or similar bad actors interfering with the Service or accessing, using or disclosing any of your content.

18. Compliance with Laws. You will comply with all laws and regulations applicable to your activities under or in connection with this Agreement, including without limitation United States export control laws, regulations and executive orders.

19. Geography. We are based in the United States. We provide the Service for use only by persons located in the United States. We make no claims that the Service or any of its content is accessible or appropriate outside of the United States. Access to the Service may not be legal by certain persons or in certain countries. If you access

the Service from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

20. Miscellaneous Provisions. No delay or omission by us in exercising any of our rights occurring upon any noncompliance or default by you with respect to any of the terms and conditions of this Agreement will impair any such right or be construed to be a waiver thereof, and a waiver by us of any of the covenants, conditions or agreements to be performed by you will not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein. No waiver will be binding on us unless made in an express writing signed by us. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement will remain in full force and effect and will be reformed to be valid and enforceable while reflecting the intent of the parties to the greatest extent permitted by law. Except as otherwise expressly provided herein, this Agreement sets forth the entire agreement between us and you regarding its subject matter, and supersedes all prior promises, agreements or representations, whether written or oral, regarding such subject matter. Your registration, this Agreement and your rights and obligations hereunder are not assignable, or otherwise transferable or delegable, by you to any third party without our prior written consent in our sole discretion. Any purported assignment, transfer or delegation without such consent will be null and void. We may assign or otherwise transfer or delegate this Agreement (including any rights or obligations hereunder), including to any purchaser of our business, from time-to-time in our sole discretion. This Agreement will be binding upon and inure to the benefit of the parties' successors and permitted assigns. This Agreement may be executed electronically, and your electronic assent or use of the Service shall constitute execution of this Agreement. You agree that the electronic text of this Agreement constitutes a writing and your assent to the terms and conditions hereof constitutes a "signing" for all purposes. As used herein and unless the intent is expressly otherwise in a specific instance, the terms "include," "includes" or "including" shall not be limiting and "or" shall not be exclusive. Any section headings herein are for convenience only and do not form a part of, and will not be used in the interpretation of, the substantive provisions of this Agreement. You agree that email to your email address on record will constitute formal notice under this Agreement. There shall be no third party beneficiaries to this Agreement.

Schedule A:

Jassby Rewards Program Terms and Conditions

Jassby operates the Jassby Rewards Program (the “Rewards Program”), through which users may earn and redeem points, as described below. Eligible users will be automatically enrolled in the Rewards Program. These Rewards Program Terms and Conditions (the “Rewards Program Terms”) are incorporated into our Terms of Service, and you agree that your participation in the Rewards Program, and that of any minor child using the Service with you, will be governed by these Rewards Program Terms, in addition to our Terms of Service. Any information that you provide to us in connection with the Rewards Program is subject to our Privacy Policy, found at <https://legal.jassby.com/privacy>.

Eligibility

The Rewards Program is open to all Jassby users with an active Allowance Account or Debit Card Account. Eligibility is subject to change at any time.

Earning Points

The Rewards Program allows you to earn points by engaging in various activities within the Service. The ways to earn points, the number of points earned per activity, and the limits on points earned are subject to change at any time. Examples of activities that may earn points include:

- Logging into the Jassby App
- Receiving allowance
- Proposing activities
- Assigning unassigned activities
- Completing activities
- Transferring money between accounts
- Sending money to another individual
- Requesting money from another individual
- Jassby Shop Donations
- Jassby Shop Purchases
- Debit Card Purchases

State restrictions may apply. You may see the balance of your earned, unredeemed points by visiting the Rewards account detail page in the Jassby application. Parent users will be able to view earned, unredeemed points of each associated Child Account. Jassby reserves the right to limit, modify or discontinue any ways to earn points at any time, with or without notice to you. Points are not your property, have no cash value, and are non-transferable.

Redeeming Points

Points may be redeemed for funds deposited to the Spending Pocket of the Jassby Allowance Account or Debit Card Account associated with the Rewards Program activity. Points may be redeemed on the Rewards account detail page in the Jassby application. You may need to have a certain number of earned points before you can engage in the points redemption process. The points redemption process is subject to change at any time, with or without notice to you. Points redemption is conditional upon you being a Jassby user with an active Allowance Account or Debit Card Account on the date of the points redemption.

Restrictions

Jassby in its sole discretion may prohibit or limit your ability to earn, keep or redeem points, in whole or in part, and at any time.

Additional Terms

Your participation in the Rewards Program may result in your receipt of taxable income from Jassby and we may be required to send you, and file with the IRS, a Form 1099. You are responsible for any tax liability, including disclosure requirements, related to your participation in the Rewards Program.

We are not responsible for any dispute you may have in connection with the Rewards Program with an authorized user or joint account holder.

Changes to the Rewards Program

Jassby may modify or update these Rewards Program Terms at any time, and each such modification will be effective upon either posting on the Jassby website or notice to you and will replace all earlier versions of the Rewards Program Terms. Your continued participation in the Rewards Program following any such modification constitutes your acceptance of such modification and your continued agreement to be bound by these Rewards Program Terms. If you do not agree to any modification of these Rewards Program Terms, your sole remedy is to discontinue your participation in the Rewards Program. Jassby in its sole discretion may terminate this Rewards Program at any time, with or without notice to you.