

## ONU

### TERMS OF SERVICE

*Last Modified: 11/11/2021*

Welcome to the website and online and/or mobile service of Village Financial Inc. (“**Onu**,” “**we**,” or “**us**”). This page explains the terms by which you may use our online and/or mobile services, web site, and software provided on or in connection with the service (collectively, the “**Service**”).

As used in these Terms of Service (these “**Terms**”), “**Service**” refers to our online platform, website, the App, any software, programs, documentation, tools, and components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) provided to you by us, directly or indirectly. To use the Service, you must agree to all the terms in these Terms. Onu Services include a service that allows you to access a brokerage account operated and managed by Alpaca Securities LLC (“**Alpaca**”), that, among other features, provides you with the ability to purchase and transfer securities (the “**Broker-Dealer Services**”). Our Service may be provided to you to help you view, manage and access the Broker-Dealer Services. The Broker-Dealer Services are made available by Alpaca, a broker-dealer registered with the Securities and Exchange Commission (SEC) and member of the Financial Industry Regulatory Authority (FINRA) and Securities Investor Protection Corporation (SIPC), in partnership with us. We operate software that allows you to access services of Alpaca but we do not provide securities transactions services. All securities transactions services are provided by Alpaca. The Broker-Dealer Services are governed by the [Terms and Conditions](#) you enter into with Alpaca (the “**Alpaca Terms**”). The Broker-Dealer Services are not offered by us, and instead are offered by Alpaca.

By accessing or using the Service, or by clicking a button or checking a box marked “Sign up” (or something similar), you signify that you have read, understood, and agree to be bound by these Terms, whether or not you are a registered user of our Service. Onu reserves the right to modify these Terms and will provide notice of these changes as described below. These Terms apply to all visitors, users, and others who access the Service (“**Users**”).

**PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION AGREEMENT IN SECTION 13.2 (THE “ARBITRATION AGREEMENT”) AND CLASS ACTION/JURY TRIAL WAIVER PROVISION IN SECTION 13.3 (THE “CLASS ACTION/JURY TRIAL WAIVER”) THAT REQUIRE, WITH ONLY SPECIFIED EXCEPTIONS IN SECTIONS 13.1 AND 13.2 OR UNLESS YOU OPT OUT PURSUANT TO THE INSTRUCTIONS IN SECTION 13.2, THE EXCLUSIVE USE OF FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS ONLY TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL OR REPRESENTATIVE ACTIONS OR PROCEEDINGS.**

#### **1. Our Service**

##### **1.1 Eligibility**

You may use our Service only if you can form a legally binding contract with us, and only in compliance with these Terms and all applicable local, state, national and international laws, rules and regulations. You represent and warrant that you meet the applicable age requirements and are competent to agree to these Terms. If you are a minor (which is under the age of eighteen (18) in most states), you may use our Service only with the involvement of a parent or legal guardian and their consent and agreement to these Terms. If you are under 18, you represent and warrant that you have your parent or guardian’s permission to use our Service and that your parent or guardian is agreeing to

these Terms. If you are a parent or legal guardian of a User under the age of 18, by allowing your child to use our Service, you are subject to these Terms and responsible for your child's activity on our Service. Our Service is not available to any Users we previously removed from our Service.

## **1.2 Limited License**

Subject to the terms and conditions herein, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service for your personal, use only and as permitted by the features of the Service. Onu reserves all rights not expressly granted herein in the Service and the Onu Content (as defined below). Onu may terminate this license at any time for any reason or no reason.

## **1.3 User Accounts**

Your account on the Service (your "**User Account**") gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. User Accounts are not brokerage or securities accounts. We may maintain different types of User Accounts for different types of Users:

- **Custodian Accounts:** This type of User Account is for a custodian who is the parent or guardian of a minor to view gifts on behalf of the minor (the "**Custodian**"). A Custodian User Account owner may elect to allow view-only rights to a designated individual (a "**Trusted Contact**") to his or her User Account. The Trusted Contact's view-only rights to a Custodian User Account may only be assigned by the Custodian User Account owner. The Custodian Account may have a corresponding brokerage account operated and managed by Alpaca as part of the Broker-Dealer Services.
- **Giver Accounts:** This type of User Account is for friends and family who choose to give gifts. [A Giver User Account will not be charged monthly or annual fee. A Giver User Account will pay a processing fee for our Service.] The Giver Account may have a corresponding brokerage account operated and managed by Alpaca as part of the Broker-Dealer Services.
- **Child Accounts:** This type of User Account will permit the beneficiary of the gifts to view gifts. When a child assumes control of his or her User Account, there will be no monthly minimums or account opening fee. The Child Account may have a corresponding brokerage account operated and managed by Alpaca as part of the Broker-Dealer Services, which is only available to the child after such child has turned 18 years old.

When you register, you will be asked to create a PIN. You are responsible for maintaining the confidentiality of your User Account and PIN. Onu is not liable for any harm related to the theft of your access credentials, your disclosure of access credentials, or your decision to allow another person or entity to access and use the Services using your access credentials.

You may never use another User's User Account without permission. When creating your User Account, you must provide accurate and complete information, and you must keep this information up to date. You are solely responsible for the activity that occurs on your User Account, and you must keep your User Account password secure. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your User Account. You must notify Onu immediately of any breach of security or unauthorized use of your User Account. Onu will not be liable for any losses caused by any unauthorized use of your User Account. By connecting to Onu with a third-party service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service.

You may control your User profile and how you interact with the Service by changing the settings in your settings and or profile page. By providing Onu your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out or change your preferences in your settings and or profile page. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

#### **1.4 Service Rules**

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated “scraping”; (ii) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Service in a manner that sends more request messages to the Onu servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that Onu grants the operators of public search engines revocable permission to use spiders to copy publicly available materials from the Service for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or (xii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein.

#### **1.5 Changes to the Service**

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to Users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms, or for no reason. Upon termination for any reason or no reason, you continue to be bound by these Terms.

#### **1.6 Disputes with Other Users**

You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Onu shall have no liability for your interactions with other Users, or for any User’s action or inaction.

#### **1.7 Service Location**

The Service is controlled and operated from facilities in the United States. Onu makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and

import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

### **1.8 Uniform Gifts to Minors Act**

Ownership of brokerage account operated and managed by Alpaca as part of the Broker-Dealer Services established under the Uniform Gifts to Minors Act (UGMA) is governed by the Alpaca Terms, these Terms and UGMA law. The account may be accessed only by the Custodian (or the successor Custodian), and the funds must be used for the benefit of the child. We and Alpaca presume the Custodian is carrying out her or his duties in accordance with the law, and neither we nor Alpaca have any duty or obligation whatsoever to monitor or ensure that the acts of the Custodian (or successor Custodian) are conducted according to law or for the child's benefit. neither we nor Alpaca are responsible to either the Custodian or the child for monitoring the age or eligibility of a minor for an UGMA account, even though our respective records may include the minor's date of birth, and will not send any notices regarding the termination of the UGMA account for such reasons to anyone except and unless explicitly required to do so by state law. As clearly set forth by state law, it is the Custodian's responsibility to properly distribute the funds in the account including upon the child's death or attainment of the age of 18 (or the age of distribution under applicable state law).

## **2. User Content**

Some areas of the Service allow Users to submit, post, display, provide, or otherwise make available content such as profile information comments, questions, and other content or information (any such materials a User submits, posts, displays, provides, or otherwise makes available on the Service is referred to as "**User Content**").

WE CLAIM NO OWNERSHIP RIGHTS OVER USER CONTENT CREATED BY YOU. THE USER CONTENT YOU CREATE REMAINS YOURS.

By submitting, posting, displaying, providing, or otherwise making available any User Content on or through the Service, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to Onu a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service and Onu's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels.

For the purposes of these Terms, "**Intellectual Property Rights**" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

In connection with your User Content, you affirm, represent and warrant the following:

- You have the written consent of each and every identifiable natural person in the User Content, if any, to use such person's name or likeness in the manner contemplated by the Service and

these Terms, and each such person has released you from any liability that may arise in relation to such use.

- You have obtained and are solely responsible for obtaining all consents as may be required by law to post any User Content relating to third parties.
- Your User Content and Onu’s use thereof as contemplated by these Terms and the Service will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy rights.
- Onu may exercise the rights to your User Content granted under these Terms without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.
- To the best of your knowledge, all your User Content and other information that you provide to us is truthful and accurate.

Onu takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts, sends, or otherwise makes available over the Service. You shall be solely responsible for your User Content and the consequences of posting, publishing it, sharing it, or otherwise making it available on the Service, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that Onu shall not be liable for any damages you allege to incur as a result of or relating to any User Content.

### **3. Our Proprietary Rights**

Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the “**Onu Content**”), and all Intellectual Property Rights related thereto, are the exclusive property of Onu and its licensors (including other Users who post User Content to the Service). Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Onu Content. Use of the Onu Content for any purpose not expressly permitted by these Terms is strictly prohibited.

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products (“**Ideas**”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Onu under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Onu does not waive any rights to use similar or related ideas previously known to Onu, or developed by its employees, or obtained from sources other than you.

### **4. Paid Services**

**4.1 Billing Policies.** Certain aspects of the Service may be provided for a fee or other charge. If you elect to use paid aspects of the Service, you agree to our Pricing and Payment Terms, [link], as we may update them from time to time. Onu may add new services for additional fees and charges, add or

amend fees and charges for existing services, at any time in its sole discretion. [Any change to our Pricing or Payment Terms shall become effective in the billing cycle following notice of such change to you as provided in these Terms.

**4.2 No Refunds.** You may cancel your User Account at any time; however, there are no refunds for cancellation. In the event that Onu suspends or terminates your User Account or these Terms [for your breach of these Terms], you understand and agree that you shall receive no refund or exchange for any Onu Property, any unused time on a subscription, any license or subscription fees for any portion of the Service, any content or data associated with your User Account, or for anything else.

**4.3 Free Trials.** We or our third-party service providers may offer free trials to a particular Service. We or our third-party service provider will automatically bill your payment method on the later of the day your free trial ends or the day you start your paid subscription, and on each recurring billing date thereafter, subject to Section 4.4. You will not receive a notice that your free trial has ended and that payment for your subscription is due. If you wish to avoid charges to your payment method, you must cancel your subscription prior to midnight Pacific Time on the last day of your free trial period. If you cancel your subscription during a free trial, cancellation may be effective immediately.

**4.4 [Automatic Renewal of Subscription Fees.** IF YOU SIGN UP FOR A SUBSCRIPTION, THE CORRESPONDING FEES AT THE RATE AS SET FORTH IN YOUR USER ACCOUNT AND/OR ON THE CHECKOUT PAGE WILL AUTOMATICALLY RENEW EVERY MONTH ON A CONTINUOUS BASIS UNLESS AND UNTIL YOU NOTIFY US THAT YOU WANT TO CANCEL YOUR SUBSCRIPTION. ANY NOTICE OF CANCELLATION MUST BE SUBMITTED ON YOUR SETTINGS PAGE OR IN WRITING AND SENT TO [help@giveonu.com](mailto:help@giveonu.com) AND WILL BE EFFECTIVE IN THE MONTH FOLLOWING THE MONTH YOU PROVIDE US NOTICE. YOU UNDERSTAND THAT UNLESS AND UNTIL YOU NOTIFY US OF YOUR CANCELLATION, YOUR SUBSCRIPTION AND ALL CORRESPONDING FEES WILL AUTOMATICALLY RENEW, AND YOU AUTHORIZE US OR OUR AUTHORIZED THIRD PARTY PAYMENT PROVIDER (WITHOUT NOTICE TO YOU, UNLESS REQUIRED BY APPLICABLE LAW) TO CHARGE YOU THE APPLICABLE SUBSCRIPTION FEES AND ANY TAXES, USING ANY ELIGIBLE PAYMENT METHOD WE HAVE ON RECORD FOR YOU.]

**4.5 Payment Information; Taxes.** [We accept various payment methods through Plaid, including, without limitation, Mastercard, Visa, and American Express. In order to use the payment functionality of our Site, you must open a “Plaid Platform” account provided by Plaid, Inc. and you must accept the Plaid [Terms of Service](#) and [Privacy Policy](#). Any funds held in the Plaid account are held by Plaid’s financial institution partners as set out in the Plaid Terms of Service. You must be 18 years of age or older to use the service. You authorize Onu to collect and share with Plaid your personal information including full name, date of birth, social security number, physical address, email address and financial information. You understand that you will access and manage your Plaid account through our Site, and Plaid account notifications will be sent by Onu, not Plaid. Onu will provide customer support for your Plaid account activity, and can be reached at [support@getOnu.io](mailto:support@getOnu.io). All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Service must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Service at the prices in effect when such charges are incurred. You will pay any applicable taxes, if any, relating to any such purchases, transactions or other monetary transaction interactions.

**4.6 California Residents.** The provider of services is set forth herein. 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 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

#### **5. Text Messaging**

You expressly consent and agree that Onu can contact you using written, electronic, or verbal means, including by manual dialing, emails, leaving prerecorded/artificial voice messages or using an automatic telephone dialing system to call or text your mobile/cellular telephone number, as necessary to complete transactions requested by you and to service your account and as the law allows, even if those phone numbers are registered by you on any federal or state Do-Not-Call/Do-Not-email registry.

We offer you the chance to enroll to receive recurring SMS/text messages from Onu. You may enroll to receive text messages about account-related news and alerts and/or marketing and promotional offers for Onu products and services. By enrolling in Onu's SMS/text messaging service, you agree to receive text messages from Onu to your mobile phone number provided, and you certify that your mobile number provided is true and accurate and that you are authorized to enroll the designated mobile number to receive such texts. You acknowledge and agree that the texts may be sent using an automatic telephone dialing system and that standard message and data rates apply. Consent is not required as a condition of purchase. Onu is not responsible for any delays upon sending or receiving text messages.

To unsubscribe from text messages at any time, reply STOP, QUIT, END, CANCEL, or UNSUBSCRIBE to any text message you receive from Onu. You consent that following such a request to unsubscribe, you may receive one final text message from Onu confirming your request. For help, contact us at [help@giveonu.com](mailto:help@giveonu.com).

#### **6. Security**

Onu cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

#### **7. DMCA Notice**

Since we respect artist and content owner rights, it is Onu's policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA").

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify Onu's copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Service;
4. Information reasonably sufficient to permit Onu to contact you, such as your address, telephone number, and, e-mail address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and

6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn: DMCA Notice

Village Financial Inc.

Email: [help@giveonu.com](mailto:help@giveonu.com)

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying Onu and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Onu's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, Onu has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. Onu may also at its sole discretion limit access to the Service and/or terminate the User Accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

#### **8. Third-Party Links and Information**

The Service may contain links to third-party materials that are not owned or controlled by Onu. Onu does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website or service from the Service or share your User Content on or through any third-party website or service, you do so at your own risk, and you understand that these Terms and Onu's [Privacy Policy](#) do not apply to your use of such sites. You expressly relieve Onu from any and all liability arising from your use of any third-party website, service, or content, including without limitation User Content submitted by other Users. Additionally, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Onu shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

#### **9. Referral Program**

Onu may, in Onu's sole discretion, offer promotional referral programs ("**Onu Referral Programs**") that allow you to obtain account credits or other rewards ("**Reward(s)**") as a thank you to our existing customers ("**Referrers**") and to welcome our new customers ("**Referees**"). Rewards may include products, services, or Onu credits, which consist of a specified dollar value that can be applied as a one-time investment in a brokerage account offered by Alpaca that is linked to your User Account that you control and/or manage, or can be applied when sending a gift to a brokerage account offered by Alpaca that is linked to another minor's Custodian User Account.

The following is applicable to all Onu Referral Programs, unless otherwise stated in the specific terms to a particular Onu Referral Program. To the extent any term in the specific terms conflict with these Terms, the specific terms to a particular Onu Referral Program shall control.

##### **9.1 General Eligibility Requirements**

In addition to any eligibility requirements disclosed under the specific terms of a particular Onu Referral Program, the following requirements must be satisfied to receive any Reward through an Onu Referral Program:

- Referrers must have User Accounts and a brokerage account offered by Alpaca that is linked to at least one User Account that are all in good standing and are responsible for sending no more than one invitation each to Referees that you know personally, other than yourself, such as friends, family and known acquaintances using any unique referral link provided by Onu per Onu Referral Program; and
- Referees must complete and satisfy any account opening requirements using any designated Onu Referral Program or referral codes and must have User Accounts and a brokerage account offered by Alpaca that is linked to such User Accounts in good standing to receive any Reward. Onu is not responsible for incorrect entry or other failure on the part of Referees when registering for a User Account or Alpaca brokerage account. Referees must not have a preexisting User Account or brokerage account offered by Alpaca that is linked to your User Account prior to accepting an Onu Referral Program invitation. Referees may redeem no more than one referee Reward but may earn future Rewards as a Referrer by satisfying the general eligibility requirements in this Section.

Onu reserves the right to determine, in our sole discretion, whether a User Account or brokerage account offered by Alpaca that is linked to your User Account is closed and/or in good standing. If a User Account or such brokerage account is closed or not in good standing for any reason at any time, any Onu Referral Program Rewards for which the Referrer or the Referee would otherwise be eligible will be forfeited and any Onu Referral Program rewards already disbursed may be revoked.

For either the Referrer or the Referee to be eligible to earn a Reward, both the Referrer and the Referee must meet these eligibility requirements. Rewards in the form of account credit may only be used to make a one-time investment to the Alpaca brokerage account associated with the User Account of the Referrer's child or gifted to another User for use in his or her child's brokerage account. Rewards may expire at the discretion of Onu. Rewards cannot be shared or transferred to another brokerage account or User Account.

## **9.2 Compliance**

In connection with your participation in an Onu Referral Program, you agree to the following restrictions:

- No spam: You agree that you will not "spam" anyone with referrals to join Onu either by mass emailing, use of automated systems, bots, or automatic dialers, and you will not post Onu Referral Program links on websites or event or venue pages without the express consent from the owner or operator of any such websites or pages. You agree not to engage in or provide material support to any device or scheme that results in "spam" to referees.
- No misrepresentations: You agree that you will not attempt to mislead anyone in connection with the Onu Referral Programs. This includes, but is not limited to, creating fake accounts, profiles, links, or messages.
- No prohibited content: You agree that you will not use any defamatory, offensive, abusive, or obscene content in connection with the Onu Referral Programs. This includes, but is not limited to, content that violates someone else's privacy and harassing content.

- No fraudulent activity: You agree not to defraud or abuse, or attempt to defraud or abuse, anyone in connection with the Onu Referral Programs. You agree to not engage in or provide material support to any activity that may be fraudulent, deceptive, or manipulative in connection with the Onu Referral Programs.
- No misuse of Onu’s content: You agree not to sell Onu Referral Program links or create websites, email addresses, or social media with Onu’s name, images, or content without Onu’s express consent. Onu’s content is not intended for distribution to, or use by, any person or entity in any jurisdiction where such distribution or use would be contrary to law or regulation or which would subject Onu or any of Onu’s products or services to any authorization, registration, licensing or notification requirements within any jurisdictions or outside those jurisdictions in which Onu and its affiliates are licensed to operate.

Onu reserves the right to delay delivery of a Reward pending verification that a Referrer or Referee has complied with these Terms and/or the terms of a specific Onu Referral Program. Violation of any of these restrictions may result in termination of your eligibility to participate in the Onu Referral Programs and may, in Onu’s sole discretion, deny you any Onu Referral Program Rewards earned in violation or suspected violation of these restrictions.

### **9.3 Disclosure of Your Information**

By choosing to participate in an Onu Referral Program, you expressly acknowledge and accept that Referrers and/or Referees may learn that you (whether as a Referrer or Referee) have an Onu User Account and a corresponding brokerage account with Alpaca. Other information disclosed to Referrers and/or Referees as part of the Onu Referral Programs may include name, account status, and information about Rewards received under the Onu Referral Programs.

### **9.4 Legal and Regulatory Requirements**

You represent and warrant to Onu that: (1) you are not subject to any statutory disqualification as set forth in sections 203(e) and 203(f) of the Investment Advisers Act of 1940 (the “Act”); (2) you are not currently the subject of any investigation or proceeding which could result in statutory disqualification under the Act; and (3) you do not have a “place of business” at which you regularly provide investment advisory services, solicit, meet with, or otherwise communicate with customers, or any other location that is held out to the general public as a location at which you provide investment advisory services, solicit, meet with, or otherwise communicate with customers in any U.S. state. If you cannot accurately make the preceding representations, you may not participate in any of the Onu Referral Programs. If you are currently participating in an Onu Referral Program and the preceding representations become inaccurate, you may no longer be eligible to participate in the Onu Referral Programs.

The Onu Referral Programs are void where prohibited by law.

You agree to release, discharge, and hold Onu and its respective directors, officers, employees, promotion agencies, and assigns harmless against any and all claims, damages, and liability caused, or claimed to be caused, by participation in any Onu Referral Program or use or redemption of any rewards.

Onu assumes no responsibility for invitations sent by Referrers, and Onu assumes no responsibility for undeliverable email or text messages to Referees. For Referrers, by sending the invitation via text message, you represent that you have consent to send such text messages to each Referee.

Rewards that you receive for participating in an Onu Referral Program may be taxable, so please consult your tax advisor if you have any questions about the tax implications to your personal situation. We may be required to send you, and file with the IRS, Form 1099-MISC.

Onu may offer compensation to current clients, affiliate marketers, solicitors, and other strategic partners who recommend Onu and refer new clients. The compensation received for referring a new client will depend on the relationship with the aforementioned client, affiliate marketer, solicitor, or other strategic partner and the volume and/or quality of new clients they are referring to Onu. New clients are advised of such compensation prior to opening an account. Onu supervises the referral activities of current customers, affiliate marketers (including “bloggers”), solicitors, and other strategic partners. Clients are not charged a fee nor do they incur any additional costs for being referred to Onu by a current client, affiliate marketer, solicitor, or other strategic partner.

#### **9.5 Changes to Onu Referral Programs and Program Terms**

Onu reserves the right to suspend, cancel, terminate, limit, cap, or modify any Onu Referral Program and/or Reward at any time at its sole discretion and without prior notice. Please check these Terms regularly to confirm whether any changes have been made as indicated by the “Last Modified” date posted at the top of this page. Your continued participation in any Onu Referral Program after we make any changes to these Terms will demonstrate your acceptance of any such changes. If you do not accept any such changes, your sole and exclusive remedy is to cease participation in the Onu Referral Programs.

#### **9.6 Other Onu Referral Program Information**

Investing involves risk, including loss of principal. The information provided in this Section should not be considered a solicitation to buy, an offer to sell, or a recommendation for any security in any jurisdiction. Any preliminary information provided to prospective customers prior to Onu agreeing to enter into any relationship with us does not constitute investment advice and should not be relied on as such. The principal contributed to any brokerage account offered by Alpaca in connection with a User Account and any earnings in connection with such brokerage account may lose value and are not FDIC insured, bank guaranteed, insured by any federal government agency, or guaranteed by Alpaca or Onu.

Onu reserves the right to limit or cap the amount of Onu Referral Program Rewards you are eligible to receive and to refuse to cover any Onu Referral Program Rewards if Onu determines that such Rewards were obtained under wrongful or fraudulent circumstances, were awarded to you in error, that inaccurate or incomplete information was provided in opening an account, or that any of these Terms have been violated.

By participating in the Onu Referral Programs, you undertake to perform your duties under these Terms in a manner consistent with these Terms, any and all of Onu’s instructions to you, the provisions of the Act, and the SEC’s rules under the Act.

### **10. Indemnity**

You agree to defend, indemnify and hold harmless Onu and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney’s fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of these Terms, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) User Content or any content that is submitted via your User Account including without limitation misleading, false, or

inaccurate information; (vi) your willful misconduct; or (vii) any other party's access and use of the Service with your unique username, password or other appropriate security code.

## **11. No Warranty**

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ONU OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, ONU, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

FURTHER, ONU DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND ONU WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## **12. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ONU, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE SERVICE. UNDER NO CIRCUMSTANCES WILL ONU BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ONU ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (i) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (ii) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (iii) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (iv) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (v) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (vi) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (vii) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL ONU, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO ONU HEREUNDER OR \$50.00, WHICHEVER IS GREATER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF ONU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH

VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

### **13. Governing Law, Arbitration, and Class Action/Jury Trial Waiver**

**13.1 Governing Law.** You agree that: (i) the Service shall be deemed solely based in Delaware; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Delaware. These Terms shall be governed by the internal substantive laws of the State of Delaware, without respect to its conflict of laws principles. The parties acknowledge that these Terms evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) (“**FAA**”) governs the interpretation and enforcement of the Arbitration Agreement in Section 13.2 and preempts all state laws to the fullest extent permitted by law. If the FAA is found to not apply to any issue that arises from or relates to the Arbitration Agreement, then that issue shall be resolved under and governed by the law of your state of residence. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the exclusive personal jurisdiction of the federal and state courts located in Delaware for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that Delaware is the proper and exclusive forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

**13.2 Arbitration.** READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM ONU. This Section 13.2 (the “**Arbitration Agreement**”) applies to and governs any dispute, controversy, or claim between you and Onu that arises out of or relates to, directly or indirectly: (a) these Terms, including the formation, existence, breach, termination, enforcement, interpretation, validity, or enforceability thereof; (b) access to or use of the Service, including receipt of any advertising or marketing communications; (c) any transactions through, by, or using the Service; or (d) any other aspect of your relationship or transactions with Onu, directly or indirectly, as a consumer (“**Claim**” or collectively, “**Claims**”). The Arbitration Agreement shall apply, without limitation, to all Claims that arose or were asserted before or after your agreement to these Terms.

If you are a new Onu user, you can reject and opt-out of this Arbitration Agreement within 30 days of accepting these Terms by emailing Onu at support@getOnu.io with your first and last name and stating your intent to opt-out of the Arbitration Agreement. Note that opting out of this Arbitration Agreement does not affect any other part of these Terms, including the provisions regarding controlling law or in which courts any disputes must be brought.

For any Claim, you agree to first contact us at support@getOnu.io and attempt to resolve the dispute with us informally. In the unlikely event that Onu has not been able to resolve a Claim after sixty (60) days, we each agree to resolve any Claim exclusively through binding arbitration by AAA before a single arbitrator (the “**Arbitrator**”), under the Expedited Procedures then in effect for AAA (the “**Rules**”), except as provided herein. In the event of any conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall control. AAA may be contacted at [www.adr.org](http://www.adr.org), where the Rules are also available. The arbitration will be conducted in the U.S. county where you live or Delaware, unless you and Onu agree otherwise. If you are using the Service for commercial purposes, each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys’

fees and reasonable costs for expert and other witnesses. If you are an individual using the Service for non-commercial purposes: (i) AAA may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from AAA; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. You and Onu agree that the Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether these Terms, or any provision of these Terms, is unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, unconscionability, or estoppel.

Nothing in this Section shall be deemed as: preventing Onu from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights; or preventing you from asserting claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances on only an individual (non-class, non-representative) basis.

If this Arbitration Agreement is found to be void, unenforceable, or unlawful, in whole or in part, the void, unenforceable, or unlawful provision, in whole or in part, shall be severed. Severance of the void, unenforceable, or unlawful provision, in whole or in part, shall have no impact on the remaining provisions of the Arbitration Agreement, which shall remain in force, or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement. Notwithstanding the foregoing, if the Class Action/Jury Trial Waiver is found to be void, unenforceable, or unlawful, in whole or in part, because it would prevent you from seeking public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from arbitration and may be litigated in a civil court of competent jurisdiction. All other claims for relief subject to arbitration under this Arbitration Agreement shall be arbitrated under its terms, and the parties agree that litigation of any dispute regarding the entitlement to public injunctive relief shall be stayed pending the outcome of any individual claims in arbitration.

**13.3 Class Action/Jury Trial Waiver.** WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AND ONU AGREE THAT THE ARBITRATOR MAY AWARD RELIEF ONLY TO AN INDIVIDUAL CLAIMANT AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF ON YOUR INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED MAY NOT AFFECT OTHER ONU USERS. YOU AND ONU FURTHER AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND ONU ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO BRING, JOIN, OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND AS A PLAINTIFF OR CLASS MEMBER.

## **14. Additional Terms for Mobile Applications**

**14.1 Mobile Applications.** We may make available software to access the Service via a mobile device ("**Mobile Applications**"). To use any Mobile Applications you must have a mobile device that is compatible with the Mobile Applications. Onu does not warrant that the Mobile Applications will be compatible with your mobile device. You may use mobile data in connection with the Mobile Applications and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. Onu hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Applications for one Onu User Account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Applications, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Applications to any third party or use the Mobile Applications to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Applications; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Applications, features that prevent or restrict use or copying of any content accessible through the Mobile Applications, or features that enforce limitations on use of the Mobile Applications; or (v) delete the copyright and other proprietary rights notices on the Mobile Applications. You acknowledge that Onu may from time to time issue upgraded versions of the Mobile Applications, and may automatically electronically upgrade the version of the Mobile Applications that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of these Terms will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Applications is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Applications or any copy thereof, and Onu or its third-party partners or suppliers retain all right, title, and interest in the Mobile Applications (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in these Terms, is void. Onu reserves all rights not expressly granted under these Terms. If the Mobile Applications is being acquired on behalf of the United States Government, then the following provision applies. The Mobile Applications will be deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, reproduction, release, performance, display or disclosure of the Service and any accompanying documentation by the U.S. Government will be governed solely by these Terms of Service and is prohibited except to the extent expressly permitted by these Terms of Service. The Mobile Applications originates in the United States, and is subject to United States export laws and regulations. The Mobile Applications may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Applications may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Mobile Applications and the Service.

**14.2 Mobile Applications from Apple App Store.** The following applies to any Mobile Applications you acquire from the Apple App Store ("**Apple-Sourced Software**"): You acknowledge and agree that these Terms is solely between you and Onu, not Apple, Inc. ("**Apple**") and that Apple has no responsibility for the Apple-Sourced Software or content thereof. Your use of the Apple-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no

other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms and any law applicable to Onu as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by these Terms and any law applicable to Onu as provider of the software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party's intellectual property rights, Onu, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms. You and Onu acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms as relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as relates to your license of the Apple-Sourced Software against you as a third-party beneficiary thereof.

**14.3 Mobile Applications from Google Play Store.** The following applies to any Mobile Applications you acquire from the Google Play Store ("**Google-Sourced Software**"): (i) you acknowledge that these Terms is between you and Onu only, and not with Google, Inc. ("**Google**"); (ii) your use of Google-Sourced Software must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) Onu, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or these Terms; and (vi) you acknowledge and agree that Google is a third-party beneficiary to these Terms as it relates to Onu's Google-Sourced Software.

## **15. General**

**15.1 Assignment.** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Onu without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

**15.2 Notification Procedures and Changes to these Terms.** Onu may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by Onu in our sole discretion. Onu reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in these Terms. Onu is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. Onu may, in its sole discretion, modify or update these Terms from time to time, and so you should review this page periodically. When we change these Terms in a material manner, we will update the 'last modified' date at the top of this page and notify you that material changes have been made to these Terms. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Service. If you do not agree to any of these terms or any future Terms of Service, do not use or access (or continue to access) the Service.

**15.3 Entire Agreement/Severability.** These Terms, together with any amendments and any additional agreements you may enter into with Onu in connection with the Service, shall constitute the

entire agreement between you and Onu concerning the Service. Except as otherwise stated in Section 13.2, if any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

**15.4 No Waiver.** No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Onu's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

**15.5 Contact.** Please contact us at [help@giveonu.com](mailto:help@giveonu.com) with any questions regarding these Terms.