

## TERMS OF SERVICE OBLIGO

Version Date: March 27, 2020

### Introduction

This Terms of Service Agreement (“Agreement”) governs your access to [www.myobligo.com](http://www.myobligo.com) (the “Site”), as well as our platform, our products and our services, our app, and any other connected media form or channel (collectively, the “Obligo Platform”), all of which are owned and operated by Obligo, Inc. and its affiliated companies (collectively, “Obligo,” “we,” “us,” or “our”). Please read these terms carefully before using our Services, as they constitute a legal contract between you and us. By accessing or using our Site or any of our Services, you hereby agree to these Terms, and you warrant that you are at least 18 years of age or the age of majority in your jurisdiction.

There are additional documents linked within these terms, please be sure to thoroughly review each item prior to agreeing to our terms of service.

**THESE TERMS CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST OBLIGO ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS. DISPUTES BETWEEN YOU AND YOUR LANDLORD WILL CONTINUE TO BE GOVERNED ACCORDING TO THE TERMS OF YOUR AGREEMENT WITH YOUR LANDLORD.**

These Terms are in effect as of the date listed above and we reserve the right to modify them from time to time. We will notify you of any material changes to these Terms via e-mail or other communication means. Your continued use of the Site or Services after any such changes constitutes an acceptance of the amended Terms, and you should continue to check this page for updates.

The Services described on the Site are intended for and are limited to users in the United States, and may be further limited based upon product approvals and other regulatory considerations. We reserve the right to determine eligibility.

Your use of our Services may involve our collection and transmission of certain personal information or other data. Policies governing our use of such data are set forth in our Privacy Policy, which is hereby expressly incorporated into these Terms of Service.

If you do not agree to the Terms or to the Privacy Policy, you may not use the Site or our Services.

This Agreement describes two separate Obligo services: The “Online Move-In Service” for Tenant onboarding, allowing you to make move-in related payments or share move-in related data through our online platform, and the “Billing Authorization Service” that allows you to move-in without paying a security deposit. The Obligo Platform may also provide a variety of other financial and related services to tenants as may be described on the Obligo Platform from time to time (the “Additional Services”) (collectively, the “Obligo Platform Service”).

## DEFINITIONS

“**Billing Authorization**” means an enforceable commitment to pay Permitted Charges to Landlord via the Obligo Platform Service in an amount not to exceed the Billing Authorization Value. Payment commitments are secured by granting Obligo a preauthorization for the Preauthorized Payment Methods for the collection of Permitted Charges.

“**Billing Authorization Service**” means the functionality of the Obligo Platform Service that obligates the payment of Permitted Charges and allows Landlord to collect Permitted Charges from a Billing Authorization.

“**Billing Authorization Value**” means the amount of money made available for Permitted Charges against the Billing Authorization. This amount is reduced every time a Permitted Charges is paid.

“**Holding Deposit**” means an amount of money defined in a document entered into between a Landlord and Tenant, that is provided by Tenant to the Landlord to take the Rental Property off the market to prevent other prospective tenants from renting the unit prior to signing the lease agreement, from which Landlord may collect Permitted Charges.

“**Landlord**” means the owner of the Rental Property, the entity that has executed the Lease Agreement on behalf of the owner of the Rental Property, and/or an entity that is authorized to make Permitted Charges and collect other fees associated with the Rental Property and Lease Agreement. For example, Property Management Companies and similarly situated companies and individuals.

“**Lease Agreement**” means the agreement entered into between Landlord and a Tenant for the rental by Tenant of the Rental Property.

“**Lease Term**” means the period during which the Lease Agreement is in effect, and all renewals thereof.

**“Open Banking Access”** means the secure sharing of financial information related to your financial accounts, such as bank accounts or credit cards, typically through an online consent process.

**"Payment Method"** means a current, valid, accepted method of payment, as may be updated from time to time, such as a bank account, credit card, or a third-party payment service.

**“Permitted Charge”** means a an amount of money that Tenant is deemed to owe a Landlord, whereby Landlord issues a request to charge an amount of money from the Holding Deposit, Security Deposit, and/or a Billing Authorization, as permitted by applicable law and the Lease Agreement, for damage to the Rental Property, failure to move-in/sign the lease, failure to pay rent, utilities, etc.

**“Preauthorized Payment Method”** means a credit card, debit card, and/or bank account and other payment methods as may be available, all of which may be utilized for the payment of any and all fees under this agreement, as well as Permitted Charges.

**“Rental Property”** means the residential property rented by Tenant from Landlord per the Lease Agreement.

**“Security Deposit”** means a cash value defined in a Lease Agreement (or other document entered into between a Landlord and Tenant) used by Landlord to collect payment on Permitted Charges.

**“Tenant”** means a person, persons, or an entity that rents, occupies, and/or financially assists any of the foregoing in securing (a) the Rental Property from Landlord pursuant to a Lease Agreement; and/or (b) the move-in obligations; and/or (c) the Billing Authorization service. A “Tenant” can thus be a parent or friend that does not live in the rental unit but co-signs the Lease or provides a payment method used to qualify for the Billing Authorization Service, such as in an additional payor or guarantor capacity. See section on additional payors and guarantors for more information.

**“Tenant Information”** means data and information that Landlord provides to Obligo, which may include the Tenant’s name, Rental Property, Security Deposit amount, Lease Agreement terms and other relevant information, including updates about changes to this information, to be used by Obligo for the provision of the Obligo Platform Service.

Tenant authorizes Obligo to request and Landlord, property managers and other applicable third parties to supply Obligo with Tenant Information as necessary to process Tenant’s application and to provide the Online Move-In Service and Billing Authorization Service. Obligo shall hold, maintain and use the Tenant Information for the purpose of the performance of this Agreement and in compliance with all applicable data privacy and protection laws and regulations

## **OBLIGO PLATFORM SERVICE TERMS**

### **Online Move-In Service:**

The “Online Move-In Service” allows Tenants to fulfill conditions necessary to enter into a Lease Agreement with their Landlord, by facilitating payments or by allowing data to be shared between the parties.

At the time of move-in, Landlords typically require Tenants to pay their first month’s rent, Security Deposit, broker fees, application fees, or other move-in related charges. You are authorizing Obligo to collect these payments from you and to distribute them to your landlord or the appropriate 3<sup>rd</sup> parties.

Landlords also typically require data which needs to be obtained from you or with your consent. You are authorizing Obligo to collect this data either directly from you or from 3<sup>rd</sup> parties. You are also authorizing Obligo to share your data with Landlord and/or third parties where applicable. This data may include:

- Your name, birthday, email, phone number, social security number, tax identification number, addresses, and other personally identifying information.
- Photos or videos of yourself.
- Photos or scans of government issued I.D.s, passports, and/or other documents.
- Bank statements and credit card statements, including ongoing online access via Open Banking.
- Credit reports, background checks, and other data aggregated by third parties.
- Any other document as necessary or required by Obligo and/or Landlord

Obligo sometimes charges fees for payment processing or other Additional Services when applicable. Such fees, if payable by you, shall be disclosed through the Obligo Platform Service.

### **Billing Authorization Service:**

Landlords traditionally require Security Deposits to keep tenants accountable and to protect themselves from instances of property damages, missed rent, and other contingencies that may be caused by tenants. The Billing Authorization Service achieves a similar purpose, without requiring a Holding Deposit and/or Security Deposit by Tenant. Landlord may accept the Billing Authorization Service in lieu of a Holding Deposit and/or Security Deposit, in part or in full.

By signing-up for Obligo’s Billing Authorization Service, you acknowledge that any Permitted Charge made by the Landlord which meets the conditions of the Billing Authorization Service is owed by you, and you authorize Obligo to charge your

preauthorized payment methods in order to satisfy Permitted Charges. You also acknowledge and accept that any outstanding balance can be collected by Landlord or Obligo using any legal means, including but not limited to charging your preauthorized payment methods, litigation, and/or utilizing 3<sup>rd</sup> party collection agencies, etc.

### **Billing Authorization Application:**

Obligo requires, and you agree to provide, the following in consideration of your application for the Billing Authorization Service:

- All data you provided, or was obtained about you through the use of Obligo's Online Move-In Service
- Your consent to perform a background and credit check on you. All such checks will be performed in compliance with the Fair Credit Reporting Act (FCRA).
- Preauthorization to charge one or more payment methods
- Credit card and bank account statements, including online and ongoing Open Banking Access
- Any other data or payment as described on the Obligo Platform Service.
- Similar data may be required for any additional payors or guarantors that you nominate

Obligo has the right to deny your application and prevent you from using the Billing Authorization Service in its sole and absolute discretion.

**No Change to Your Lease Obligations** – Your use of the Online Move-In Service and/or Billing Authorization Service does not, in any way, change your obligation to pay Permitted Charges that are assessed to you under applicable law or the Lease Agreement, including for damage to the Rental Property, failure to pay rent, failure to move-in/sign the lease, lease breaks, etc.

### **Additional Payors and Guarantors**

You represent to Obligo that you have the authorization of any additional payor and/or guarantor not named on the lease, (also defined as a "Tenant" per our terms), to use their payment methods if you enter those into our platform.

You acknowledge and agree that such payment methods may be charged in place, or in addition to your own payment methods which are on file. Any additional payors and guarantors are jointly and severally liable for any and all service charges, Permitted Charges, or other amounts such as payment processing fees, late fees, and/or interest due on your account.

If you are an Additional Payor or Guarantor and you have provided your payment method or methods to be used in association with the Obligo Platform Service, then you agree

that (i) all amounts due by Applicant under this Agreement may be charged to your payment method, without notification, based on this preauthorization (ii) the Applicant and you shall be jointly and severally liable for the payment of Permitted Charges and other amounts due under this Agreement (iii) you will not challenge or apply a chargeback to any charge Obligo makes to your payment method that is authorized under this Agreement, and (iv) you will not change or disable your payment method without Obligo's prior written consent.

### **Changes to your Payment Methods:**

You cannot remove a Payment Method used to qualify for the Billing Authorization Service because Obligo made a qualification decision for your use of this service based on that specific Payment Method.

Obligo has the right to update your Payment Methods using information provided by payment service providers. If we determine that any Payment Method is no longer available, accessible, has an insufficient balance, or is otherwise insolvent, then we may require you to add additional Payment Methods, which you will be required to do within 10 days of notice from us.

### ***Cash-to-Billing Authorization Transition***

Tenants with existing Security Deposits may apply for the Billing Authorization Service in order to replace some or all of their Security Deposit amount (the "Replaced Amount") with a Billing Authorization. Tenant should receive the Replaced Amount from Landlord usually within 30 days of Obligo's notice of the Tenant's approval for the Billing Authorization Service. In some cases, Obligo may forward the Replaced Amount to Tenant while Tenant's original Security Deposit still exists and is held by Landlord. In such cases, Tenant relinquishes to Obligo any right to receive the value of the Replaced Amount of such Security Deposit. Tenant thereby authorizes Landlord to withdraw the value of the Replaced Amount of the Security Deposit to reimburse Obligo for the Replaced Amount. If Landlord fails to forward the Security Deposit to Tenant or Landlord, as applicable, then Obligo may cancel the Billing Authorization Service without any liability to Tenant.

### ***Billing Authorization-to-Cash Transition***

In some cases, Tenants with existing Billing Authorizations may be allowed to reduce some or all of the Billing Authorization Value by paying a cash amount. Such cash payment will be kept as a Security Deposit.

### ***Billing Authorization Termination***

Obligo may continue to charge you on a monthly basis for the Billing Authorization service for up to 60 days past the initial lease term, until the Landlord confirms that the Billing Authorization can be terminated.

The Billing Authorization remains in effect and you remain liable, until termination of the service based on Landlord's release, even if we stop charging you for the service.

Obligo will terminate the Billing Authorization upon any of the following scenarios:

- 1) Confirmation by Landlord to Obligo that you moved out & that you have no further liability, and that the Billing Authorization may be terminated.
- 2) Confirmation by Landlord that you paid the equivalent of the Billing Authorization amount to the Landlord, and that the Billing Authorization may be terminated.
- 3) Obligo or Landlord may at any time in their discretion initiate a termination of the Billing Authorization. In such case, upon notice from Obligo, Tenant will be required to pay the Billing Authorization Value. Tenant will be offered to select from among the Payment Methods. If Tenant does not select an option, or if Obligo is unable to charge the Payment Method selected by Tenant, then Obligo will automatically charge, either all at once or in installments at Obligo's discretion, the other Payment Methods, which Obligo has on file for Tenant, which may include the Tenant's credit card, debit card, and/or bank account, until the full Billing Authorization Value has been charged.

### ***Modification to Billing Authorization Terms & Renewals***

Modifications to the terms of a Billing Authorization, including the amount, may be done with the written agreement of Landlord and Obligo.

- 1) Obligo will seek Tenant's consent for changes that increase the Tenant's liability, such as increases in the Billing Authorization Value and/or time frame of the Billing Authorization.
- 2) When a Lease Agreement is renewed, such renewal constitutes Tenant's consent for an extension of the Billing Authorization Term. If the Lease Agreement includes an increase in the required Security Deposit, then the renewal also constitutes Tenant's consent for a corresponding increase in the Billing Authorization Value. Where Landlord notifies Obligo via phone, email, or some other communication method, or uploads Tenant's extended Lease Term and/or increased security deposit requirement to the Obligo Platform, this will also constitute Tenant's consent for an extension of the Billing Authorization Term as well as Tenant's consent for a corresponding increase in the Billing Authorization Value.

### ***Applicability to Lease Agreement Terms***

Landlord acknowledged, and you hereby agree, that the terms in a Lease Agreement pertaining to Security Deposits shall be construed to apply to Billing Authorizations such that Tenant shall be permitted to subscribe to the Billing Authorization Service in satisfaction of the Tenant's Security Deposit obligations under the Lease Agreement without need for an amendment to the Lease Agreement. Notwithstanding the foregoing, a Landlord may still require a corresponding amendment to the Lease Agreement or other documentation.

### **Permitted Charge Procedure**

Tenant will receive a notice through the Obligo Platform Service of the Permitted Charge as well as the explanation and applicable details as provided by Landlord. In some cases, Landlord may be able to revise a Permitted Charge after it has been submitted. For disputes related to such charges, please see “Disputes with Landlord” section.

## **FEES AND PAYMENTS**

You agree to pay the applicable fees as described on the Obligo Platform, or otherwise presented to you by Obligo, for the following: the Online Move-In Service, the Billing Authorization Service, bank wire fees, credit card processing fees, and/or other costs similarly presented to you. Applicable fees may be paid by Tenant and/or Landlord.

You consent to Obligo charging your Payment Methods for all amounts due under this Agreement without requiring your prior authorization for each such instance, and such charges may be made in total or in installments, as determined in Obligo’s discretion.

Obligo reserves the right to correct any errors or mistakes in pricing that it makes even if it has already requested or received payment. Obligo may change prices at any time upon 30 days prior notice. All payments shall be in U.S. dollars. Charges that are not disputed within 30 days of the date charged are conclusively deemed accurate.

Fees are exclusive of taxes and you will pay or reimburse Obligo for all taxes arising out of this Agreement.

Your account will be considered delinquent if you or your payment method fails to pay the amount billed to it and that amount remains unpaid at the beginning of the next accounting cycle. Your account may be suspended if your account is delinquent for more than 30 days, and Obligo may terminate your Billing Authorization Service as per the “Termination” Section(s). Unpaid amounts are subject to interest of 1% per month on any outstanding balance or the maximum rate permitted by law, whichever is less.

You are responsible for all late fees, interest fees, collection agency fees, and/or attorney fees to collect any amounts due to Obligo under this Agreement. Obligo may report any outstanding debt owed to us to the relevant collection bureaus and/or credit reporting agencies.

## **REFUND POLICY**

Payments are nonrefundable and there are no credits. Billing Authorization Service fees are fully earned upon sign-up, regardless of whether Tenant is allowed to pay in installments, cancels, or is terminated from the service.

## **USER REPRESENTATIONS**

### ***Regarding Your Registration***

By using the Obligo Platform Services, you represent and warrant that:



- a. all registration information you submit is truthful and accurate;
- b. you will maintain the accuracy of such information;
- c. you will keep your password confidential and will be responsible for all use of your password and account;
- d. you are not a minor in the jurisdiction in which you reside;
- e. your use of the Obligo Platform Services does not violate any applicable law or regulation; and

You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Obligo Platform Service's registration form and (b) maintain and promptly update all data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Obligo has reasonable grounds to suspect that such information is untrue, inaccurate, outdated or incomplete, Obligo has the right to suspend or terminate your account and refuse any and all current or future use of the Obligo Platform Service (or any portion thereof).

You are responsible to Obligo for the violation of this Agreement by any person to whom you have given access to the Obligo Platform Services, and any person who gains access to your account as a result of your failure to use reasonable security precautions, to the same extent as if you had committed the violation yourself, even if such violation was not authorized by you. You are responsible to Obligo for any fees arising from the aforementioned.

## **APP LICENSE**

### *Use License*

If you are accessing the Obligo Platform Services via a mobile application, then Obligo grants you a revocable, non-exclusive, non-transferable, limited right to install and use the application on wireless handsets owned and controlled by you, and to access and use the application on such devices strictly in accordance with the terms and conditions of this license. You shall use the application strictly in accordance with the terms of this license and shall not: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application; (b) make any modification, adaptation, improvement, enhancement, translation or derivative work from the application; (c) violate any applicable laws, rules or regulations in connection with your access or use of the application; (d) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Obligo or its affiliates, partners, suppliers or the licensors of the application; (e) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (f) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time; (g) use the application for creating a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for the application; (h) use the application to send automated queries to any Obligo Platform Service or to send any unsolicited commercial e-mail; or (i) use any

proprietary information or interfaces of Obligo or other intellectual property of Obligo in the design, development, manufacture, licensing or distribution of any applications, accessories or devices for use with the application.

### ***Terms Applicable to Apple and Android Devices***

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play to access the Obligo Platform Services. You acknowledge that this Agreement is concluded between you and Obligo only, and not with Apple Inc. or Google, Inc. (each an “App Distributor”), and Obligo, not an App Distributor, is solely responsible for the Obligo application and the content thereof. (1) SCOPE OF LICENSE: The license granted to you for the Obligo application is limited to a non-transferable license to use the Obligo application on a device that utilizes the Apple iOS or Android operating system, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor terms of service. (2) MAINTENANCE AND SUPPORT: Obligo is solely responsible for providing any maintenance and support services with respect to the Obligo application, as specified in this Agreement, or as required under applicable law. You acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the Obligo application. (3) WARRANTY: Obligo is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Obligo application to conform to any applicable warranty, you may notify an App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the Obligo application, and to the maximum extent permitted by applicable law, an App Distributor will have no other warranty obligation whatsoever with respect to the Obligo application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Obligo’s sole responsibility. (4) PRODUCT CLAIMS: You acknowledge that Obligo, not an App Distributor, is responsible for addressing any claims of yours or any third party relating to the Obligo application or your possession and/or use of the Obligo application, including, but not limited to: (i) product liability claims; (ii) any claim that the Obligo application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. (5) INTELLECTUAL PROPERTY RIGHTS: You acknowledge that, in the event of any third party claim that the Obligo application or your possession and use of the Obligo application infringes a third party’s intellectual property rights, the App Distributor will not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. (6) LEGAL COMPLIANCE: You represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. government list of prohibited or restricted parties. (7) THIRD PARTY TERMS OF AGREEMENT: You must comply with applicable third-party terms of agreement when using the Obligo application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the Obligo application. (8) THIRD PARTY BENEFICIARY: Obligo and you acknowledge and agree

that the App Distributors, and their subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, each App Distributor will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.

## **SUBMISSIONS**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Obligo Platform Service ("Submissions") provided by you to Obligo are non-confidential and Obligo (as well as any designee of Obligo) shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

## **PROHIBITED ACTIVITIES**

You may not access or use the Obligo Platform Service for any other purpose other than that for which Obligo makes it available. If you engage in any of the prohibited activities described below, you will not be permitted to create an account, or your account will be terminated in accordance with the Termination clause(s) by Obligo in its sole and absolute discretion. Prohibited activities include, but are not limited to:

- a. criminal or tortious activity;
- b. systematic retrieval of data or other content from the Obligo Platform Service to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from Obligo;
- c. making any unauthorized use of the Obligo Platform Services, including collecting usernames and/or email addresses of users, or creating user accounts by automated means or under false pretenses;
- d. tricking, defrauding or misleading Obligo and other users, especially in any attempt to learn sensitive account information such as passwords;
- e. engaging in any automated use of the system, such as using any data mining, robots or similar data gathering and extraction tools;
- f. interfering with, disrupting, or creating an undue burden on the Obligo Platform Service or the networks or services connected to the Obligo Platform Service;
- g. attempting to impersonate another user or person or using the username of another user;
- h. selling or otherwise transferring your profile;
- i. using any information obtained from the Obligo Platform Service in order to harass, abuse, or harm another person;
- j. using the Obligo Platform Service as part of any effort to compete with Obligo;
- k. deciphering, decompiling, disassembling or reverse engineering any of the software comprising or in any way making up a part of the Obligo Platform Service;

- l. attempting to bypass any measures of the Obligo Platform Service designed to prevent or restrict access to the Obligo Platform Service, or any portion of the Obligo Platform Service;
- m. harassing, annoying, intimidating or threatening any Obligo employees or agents engaged in providing any portion of the Obligo Platform Services to you;
- n. deleting the copyright or other proprietary rights notice from any Obligo Platform Service content;
- o. except as may be the result of standard search engine or Internet browser usage, using or launching, developing or distributing any automated system, including, without limitation, any spider, robot (or "bot"), cheat utility, scraper or offline reader that accesses the Obligo Platform Service, or using or launching any unauthorized script or other software; or
- p. using the Obligo Platform Service in a manner inconsistent with any and all applicable laws and regulations.

## **INTELLECTUAL PROPERTY RIGHTS**

The content on the Obligo Platform Service (“Obligo Content”) and the trademarks, service marks and logos contained therein (“Marks”) are owned by or licensed to Obligo and are subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Obligo Content includes, without limitation, all source code, databases, functionality, software, Obligo Platform Service designs, audio, video, text, photographs and graphics. All Obligo graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, common law trademarks or trade dress of Obligo in the U.S. and/or other countries. Obligo's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the Obligo.

Obligo Content on the Obligo Platform Service is provided to you “AS IS” for your information and personal use only and may not be used, copied, reproduced, aggregated, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Provided that you are eligible to use the Obligo Platform Service, you are granted a limited license to access and use the Obligo Platform Service and the Obligo Content and to download or print a copy of any portion of the Obligo Content to which you have properly gained access solely for your personal, non-commercial use. Obligo reserves all rights not expressly granted to you in and to the Obligo Platform Service and Obligo Content and Marks.

## **THIRD PARTY SERVICES AND CONTENT**

The Obligo Platform Service may contain (or you may be sent through the Obligo Platform Service) links to other services ("Third Party Services") as well as articles,

photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the "Third Party Content"). Such Third Party Services and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Services accessed through the Obligo Platform Service or any Third Party Content posted on, available through or installed from the Obligo Platform Service, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Services or the Third Party Content. Inclusion of, linking to or permitting the use or installation of any Third-Party Service or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Obligo Platform Service and access the Third-Party Services or to use or install any Third-Party Content, you do so at your own risk, and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any Third-Party Service to which you navigate from the Obligo Platform Service or relating to any applications you use or install from the Obligo Platform Service. Any purchases you make through Third Party Services will be through other services and from other companies, and Obligo takes no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

### **THIRD PARTY PAYMENT PROCESSING SERVICES**

**Stripe.** Some payment processing services for Tenant on the Obligo Platform are provided by Stripe ([www.stripe.com](http://www.stripe.com)) and are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service (collectively, the "Stripe Services Agreement"). By agreeing to this Agreement or continuing to subscribe to the Billing Authorization Service and otherwise using the Obligo Platform Service, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of Obligo enabling payment processing services through Stripe, you agree to provide Obligo accurate and complete information about you and your business, and you authorize Obligo to share it and transaction information related to your use of the payment processing services provided by Stripe.

**Plaid.** Obligo in some cases uses the services of Plaid ([www.plaid.com](http://www.plaid.com)) in order to verify Tenant's bank account and access Tenants' bank account current balance and transaction history (the "Plaid Service Data"). Tenant hereby expressly grants Plaid the right, power and authority to (acting on behalf of Tenant) access and transmit the Plaid Service Data as reasonably necessary for Plaid to provide its service to Tenant.

**Synapse.** Synapse is our backend software provider, and partners with financial institutions to provide FDIC insurance. Synapse's API, and their relationship with financial institutions, enables us to offer banking services and products. By agreeing to Obligo's Terms and Conditions and Privacy Policy, you also agree to Synapse's terms and policies below: Synapse's Terms of Service: <https://synapsefi.com/tos> and Synapse's Privacy Policy: <https://synapsefi.com/privacy>

## **Synapse ACH Disclosures:**

### **Electronic Fund Transfer Disclosure Statement**

The following disclosures are made in accordance with the federal law regarding electronic payments, deposits, transfers of funds and other electronic transfers to and from your account(s). There may be limitations on account activity that restrict your ability to make electronic fund transfers. Any such limits are disclosed in the appropriate agreements governing your account.

A. Definitions: Electronic Fund Transfer: Any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, that is initiated through an electronic device or computer to instruct us to debit or credit an account. Electronic Fund Transfers include such electronic transactions as direct deposits or withdrawals of funds, transfers initiated via telephone, website or mobile application. Preauthorized Electronic Fund Transfer: An Electronic Fund Transfer that you have authorized in advance to recur at substantially regular intervals; for example, direct deposits into or withdrawal of funds out of your account.

B. Your Liability: Authorized Transfers: You are liable for all Electronic Fund Transfers that you authorize, whether directly or indirectly. Unauthorized Transfers: Tell us at once if you believe your account or PIN or Access Information (as defined below) is lost or stolen or has been or may be subject to unauthorized Electronic Fund Transfers. Support message us immediately to keep your possible losses to a minimum. You could lose all the money in your account(s). If you tell us within two (2) business days after learning of the loss or theft of your account access device, or after learning of any other unauthorized transfers from your account involving your account access device, you can lose no more than \$50 if Electronic Fund Transfers are made without your permission. For these transactions, if you DO NOT tell us within two (2) business days after learning of the loss, theft or unauthorized use, and we can establish that we could have prevented the unauthorized transfer(s) if you had told us in time, you could lose as much as \$500. Also, if your periodic account statement shows unauthorized transfers and you DO NOT tell us within sixty (60) days after the statement was delivered to you, you may not get back any money you lose after the sixty (60) day period if we can prove that we could have prevented the unauthorized transfer(s) if you had told us in time. If an extenuating circumstance (such as extended travel or hospitalization) prevents you from promptly notifying us of a suspected lost or stolen access device or of any other suspected unauthorized transfer(s), the time periods specified in this Section B may be extended for a reasonable period.

**Synapse Support:** Bank services are provided through our banking software provider, Synapse. To report a complaint relating to the bank services, email [help@synapsefi.com](mailto:help@synapsefi.com).

### **Errors or Questions about Transactions**

Please contact us by emailing us at support@myobligo.com (1) if you believe a transaction receipt or a statement is wrong, or (2) if you need more information about a transaction on the receipt or statement. For consumer accounts, we must hear from you no later than sixty (60) days after we sent you the first statement on which the error or problem appeared. For business accounts, we must hear from you within one (1) business day of us sending you a receipt. Your inquiry must include: (x) your name, email associated with your account, and your account number (if available); (y) a description of the error or the transaction you are unsure about, and a clear explanation of why you believe there is an error or why you need more information; and (z) the dollar amount of the suspected error. If you tell us orally, we may require that you send us your inquiry via email within ten (10) business days.

### **Time Periods**

**Ten-Day Time Period:** Obligo will investigate promptly and, except as otherwise provided in this paragraph, shall determine whether an error occurred within 10 business days of receiving a notice of error. Obligo shall report the results to the consumer in writing within three business days after completing its investigation. Obligo shall correct the error within one business day after determining that an error occurred.

### **Forty Five-Day Time Period:**

If Obligo is unable to complete its investigation within 10 business days, Obligo may take up to 45 days from receipt of a notice of error to investigate and determine whether an error occurred, provided Obligo does the following: (1) Provisionally credits the consumer's account in the amount of the alleged error (including interest where applicable) within 10 business days of receiving the error notice. Obligo need not provisionally credit the consumer's account if: \*

- Obligo does not receive written confirmation within 10 business days of an oral notice of error; or
- The alleged error involves an account that is subject to Regulation T (Securities Credit by Brokers and Dealers, 12 CFR part 220)
  - (2) Informs the consumer, within two business days after the provisional crediting, of the amount and date of the provisional crediting and gives the consumer full use of the funds during the investigation;
  - (3) Corrects the error, if any, within one business day after determining that an error occurred; and
  - (4) Reports the results to the consumer within three business days after completing its investigation (including, if applicable, notice that a provisional credit has been made final).
  - (5) Extension of time periods. The time periods described above may be extended as follows:
- Extension of Ten-Day Time Period - The time limit for resolution is extended to 20 business days in place of 10 business days if the notice of error involves an electronic fund transfer to or from the account within 30 days after the first deposit to the account was made; or

- Extension of Forty Five-Day Time Period - The time limit for resolution is extended to 90 days in place of 45 days for completing an investigation, if a notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to the account was made.

**Synapse Bank Logins:** Your use of the automated bank account feeds (“Account Aggregation Services”) in connection with opening your account/requesting your loan is subject to the following terms:

**Provide Accurate Information.** You agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other websites, including financial institutions. You will not misrepresent your identity or your account information. You represent that you have all the rights to provide such information and license the Content, as defined below. You agree to keep your account information up to date.

**License.** You are licensing to Platform and its service providers, including Synapse, any information, data, passwords, materials or other content (collectively, “Content”) you provide through the Account Aggregation Services. You license the Content to Platform and its service providers to access, use and store the Content. Platform and its service provider may use, display, distribute and reproduce the information obtained via the Account Aggregation Services exclusively for the purposes of delivering Platform and banking services to you. You may revoke this license at any time by emailing support@myobligo.com.

**Third-Party Accounts.** By using the Account Aggregation Services, you authorize Platform and its service providers to access third-party sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts/request loans. For all purposes hereof, you grant Platform and its services providers a limited power of attorney, and you hereby appoint Platform and its service providers as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, access third-party internet sites, servers or documents, retrieve information, and use your information exclusively for the purposes of delivering Platform and banking services to you. You understand that Platform and its service providers may access your third-party accounts any time and obtain access to the information in such third-party accounts at any time while you have an account with Platform.

**Synapse Custody Accounts:** The Platform partners with Synapse, our third-party bank software provider and Synapse's banking partners, Members FDIC, to open these accounts.

By establishing a trust account, you authorize Synapse's banking partners, Members FDIC, to hold your deposits for your benefit in an account (“Trust Account”) by agreeing to the *Custodial Account Agreement*.



Bank services are provided through our banking software provider, Synapse. To report a complaint relating to the bank services, email [help@synapsefi.com](mailto:help@synapsefi.com).

Funds are held by Synapse's banking partners, Members FDIC. These funds are held in a custodial account, for your benefit.

## **TERM AND TERMINATION**

This Agreement shall remain in full force and effect while you use the Obligo Platform Service(s) or are otherwise a user of the Billing Authorization Service, as applicable.

Any provisions of this Agreement that, in order to fulfill the purposes of such provisions, need to survive the termination or expiration of this Agreement, shall be deemed to survive for as long as necessary to fulfill such purposes.

YOU UNDERSTAND THAT CERTAIN STATES ALLOW YOU TO CANCEL THIS AGREEMENT, WITHOUT ANY PENALTY OR OBLIGATION, AT ANY TIME PRIOR TO MIDNIGHT OF OBLIGO'S THIRD BUSINESS DAY FOLLOWING THE DATE OF THIS AGREEMENT, EXCLUDING SUNDAYS AND HOLIDAYS. TO CANCEL, CALL A OBLIGO CUSTOMER CARE REPRESENTATIVE DURING NORMAL BUSINESS HOURS USING THE CONTACT INFORMATION LISTING BELOW IN THIS AGREEMENT OR BY ACCESSING YOUR ACCOUNT SETTINGS. THIS SECTION APPLIES ONLY TO INDIVIDUALS RESIDING IN STATES WITH SUCH LAWS.

If Obligo terminates or suspends your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, Obligo reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## **DISPUTES**

### **DISPUTES WITH LANDLORD:**

Examples of disputes between you and your Landlord include, but are not limited to, wear and tear deductions, repair and deduct set-offs, charges for damages you believe you did not do. Please refer to your lease and local laws to resolve with your Landlord.

Obligo will process Permitted Charges as provided in this Agreement and Tenant shall have no right to block or prevent the charge. However, if Tenant disputes a Permitted Charge processed by Obligo, then Landlord and Tenant are solely responsible for resolving the dispute. Obligo will play no role in assessing the merit and/or legality of any of Landlord's Permitted Charge(s), nor in assessing the merit of Tenant's dispute. Obligo will not be liable for any damages resulting from erroneous or illegal Permitted

Charges, nor from unmerited disputes by Tenants. Obligo may, in its sole discretion, communicate with Landlord and Tenant regarding a Permitted Charge or a dispute, but in doing so would not assume any responsibility nor liability for the outcome of the dispute. If a dispute is resolved in favor of Tenant, then Landlord shall be responsible to refund the Permitted Charge or portion thereof to Tenant. Tenant hereby waives any right of action against Obligo for damages or other claims arising from the processing of any Permitted Charge by Obligo in accordance with the terms of this Agreement.

## **DISPUTES WITH OBLIGO**

Examples: If a charge exceeded the Billing Authorization Value; the Permitted Charge was entered after the Billing Authorization Termination period; and/or Obligo charged you the wrong fees. Obligo's Customer Support team is here to assist, please contact them if any of the foregoing, or similar events, occurred. In the event you pursue legal action, the following terms apply:

- a. **Governing Law; Jurisdiction.** This Agreement and all aspects of the Obligo Platform shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to conflict of law provisions. With respect to any disputes or claims not subject to informal dispute resolution or arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the state and federal courts located in New York County, State of New York, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods is excluded from this Agreement. Additionally, application of the Uniform Computer Information Transaction Act (UCITA) is excluded from this Agreement. In no event shall any claim, action or proceeding by you related in any way to the Obligo Platform be instituted more than two (2) years after the cause of action arose.
- b. **Informal Resolution.** To expedite resolution and control the cost of any dispute, controversy or claim related to this Agreement ("Dispute"), you and Obligo agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice from one person to the other.
- c. **Binding Arbitration Agreement.** If you and Obligo are unable to resolve a Dispute through informal negotiations, either you or Obligo may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the

American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website [www.adr.org](http://www.adr.org). The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, Obligo will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in New York County, State of New York, provided that arbitration governed by the AAA Consumer Rules will take place, or where the arbitrator may determine. Except as otherwise provided in this Agreement, you and Obligo may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the arbitrator's entered award.

- d. **Restrictions.** You and Obligo agree that any arbitration shall be limited to the Dispute between Obligo and you individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.
- e. **Exceptions to Informal Negotiations and Arbitration.** You and Obligo agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity of any of your or Obligo's intellectual property rights; (2) any Dispute related to, or arising from, allegations of fraud, theft, piracy, or unauthorized use; and (3) any claim for injunctive relief. If this Section is found to be illegal or unenforceable then neither you nor Obligo will elect to arbitrate any Dispute falling within that portion of this Section found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and you and Obligo agree to submit to the personal jurisdiction of that court.

## **CORRECTIONS**

Occasionally there may be information on the Obligo Platform Service that contains typographical errors, inaccuracies or omissions that may relate to service descriptions,

pricing, availability, and various other information. Obligo reserves the right to correct any errors, inaccuracies or omissions and to change or update the information at any time, without prior notice.

## **DISCLAIMERS**

YOU AGREE THAT YOUR USE OF THE OBLIGO PLATFORM SERVICE WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, OBLIGO, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE OBLIGO PLATFORM SERVICE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. OBLIGO MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE PERFORMANCE OF THE OBLIGO PLATFORM SERVICE OR ANY SERVICES LINKED TO THE OBLIGO PLATFORM SERVICE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR OBLIGO PLATFORM SERVICE, (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF OR ERRONEOUS TRANSMISSION TO OR FROM THE OBLIGO PLATFORM SERVICE, (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE OBLIGO PLATFORM SERVICE BY ANY THIRD PARTY, AND/OR (F) ANY ERRORS OR OMISSIONS IN ANY PERFORMANCE OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE OBLIGO PLATFORM SERVICE. OBLIGO DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE OBLIGO PLATFORM SERVICE OR ANY HYPERLINKED SERVICE OR FEATURE IN ANY BANNER OR OTHER ADVERTISING, AND OBLIGO WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## **LIMITATIONS OF LIABILITY**

IN NO EVENT SHALL OBLIGO OR ITS DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE

DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA OR OTHER DAMAGES ARISING FROM YOUR USE OF THE OBLIGO PLATFORM SERVICE, EVEN IF OBLIGO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OBLIGO'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO OBLIGO AS FEES FOR THE OBLIGO PLATFORM SERVICE DURING THE PERIOD OF 3 MONTHS PRIOR TO ANY CAUSE OF ACTION ARISING.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

## **INDEMNITY**

You agree to defend, indemnify and hold Obligo, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from and against, any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of your use of the Obligo Platform Services, and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above. Obligo will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## **NOTICES**

Except as explicitly stated otherwise, any notices given to Obligo shall be given by email to the address listed in the contact information below. Any notices given to you shall be given to the email address you provided during the registration process, or such other address as each party may specify. Notice shall be deemed to be given 24 hours after the email is sent, unless the sending party is notified that the email address is invalid. We may also choose to send notices by regular mail.

## **ELECTRONIC CONTRACTING**

Your use of the Obligo Platform Service includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO RELATING TO THE OBLIGO PLATFORM SERVICE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

## **MISCELLANEOUS**

This Agreement constitutes the entire agreement between you and Obligo regarding the use of the Obligo Platform Services. The failure of Obligo to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. This Agreement and your account may not be assigned by you without our express written consent. Obligo may assign any or all of its rights and obligations to others at any time. Obligo shall not be responsible or liable for any loss, damage, delay or failure to act caused by any cause beyond Obligo's reasonable control. If any provision or part of a provision of this Agreement is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions. Upon Obligo's request, you will furnish Obligo any documentation, substantiation or releases necessary to verify your compliance with this Agreement. You agree that this Agreement will not be construed against Obligo by virtue of having drafted it. You hereby waive any and all defenses you may have based on the electronic form of this Agreement and the lack of signing by the parties hereto to execute this Agreement.

## **CONTACT US**

If you have any questions about our Terms of Service, please contact us at:

Obligo, Inc.  
368 9<sup>th</sup> Avenue  
New York, New York 10001  
Email: [support@myobligo.com](mailto:support@myobligo.com)  
Tel: (212) 381-4427

If you are a California resident and have an unresolved complaint, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in writing at 400 "R" Street, Sacramento, California 95814 or by telephone at 1-916-445-1254.