

# Mobile Application Terms of Use

Last Modified: October 4, 2023

## Acceptance of the Terms of Use

These Terms of Use are entered into by and between You, Goalsetter, LLC ("**Goalsetter**,"), and Solutions Bank [Name of Bank/CU, hereinafter referred to as "Solutions Bank"]. Goalsetter and its affiliates are collectively referred to as "**Company**," "**we**," "**us**," or "**our**." The following terms and conditions, together with any documents that they expressly incorporate by reference (collectively, "**Terms of Use**"), govern your access to and use of the Goalsetter Application (collectively, "**App**"), including any content, functionality, and services offered on or through the App, whether as a visitor or a registered user. As used in these Terms of Use, "Goalsetter Account" means the account you have with us for services provided through Goalsetter and Solutions Bank. For purposes of these Terms, "Business Day" means Monday through Friday, excluding U.S. federal banking holidays. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect.

Please read the Terms of Use carefully before you start to use the App. Through the App, we seek to educate and create the next generation of smart savers. **By using the App, you are acting on your own behalf and on behalf of any of your children using the App, accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <https://www.goalsetter.co/privacypolicy>, incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the App.

## Parental or Legal Guardian Consent / Accounts for Minors

Our App is offered and available to users who are 18 years of age or older. However, you may establish a Goalsetter account and allow a minor child to utilize the App if you are authorized to open the account on behalf of the minor (hereinafter, the "Account"). By using the App, you represent and warrant that you are of legal age to form a binding contract with the Company, have the authority to authorize a minor child to utilize our App, and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the App.

By establishing a Goalsetter account and utilizing our App or services for a minor child, you authorize us to make any inquiries we consider necessary to verify information, such as identity and legal authority to open the account, in accordance with applicable law. These inquiries may require you to provide documentation or verify information you provide against third-party databases or other sources.

If we are unable to verify the information that you provide, we may refuse to create the parental/legal guardian account and minor child account, close an existing minor child account, and/or close the parental/legal guardian account.

By establishing a Goalsetter account to allow a minor to utilize our App or services for a minor child, you accept full responsibility for the minor's use of our App and acknowledge on behalf of the minor child that these Terms of Use apply to their use of our App and services.

### **Description of Services**

The services offered by Goalsetter are intended to provide tools to help you and/or your children save, spend and learn to build wealth through the use of goal-based savings techniques. Our Company provides an App that links your Solutions Bank bank account that you represent that you control to allow you to save money towards future expenses or goals. Our Company acts as record-keeper, monitoring deposits into the Goalsetter Account and acting on your instructions to move the funds to be distributed at your direction. Specifically, at your direction, we will instruct Solutions Bank to debit your Solutions Bank bank account and deposit such funds into your Goalsetter Account. Goalsetter is never the holder of funds and is only the record-keeper of funds and fund disbursements in the Goalsetter Account.

### **How Our Services Work**

We hold your funds at Solutions Bank, who continue to maintain your deposits. Funds are eligible for Federal Deposit Insurance Corporation ("FDIC") insurance in accordance with the rules and regulations of the FDIC, currently up to \$250,000 for customer accounts at Solutions Bank, in the same deposit category.

### **Goalsetter's Partnership with Solutions Bank**

Goalsetter has partnered with Solutions Bank. By creating an account with Goalsetter and initiating bank deposits or withdrawals. You agree to the terms of service and privacy policy of Solutions Bank (<https://www.solutions.bank/>) ("Solutions Bank TOS") which are incorporated herein by reference. Terms not defined in this section shall be defined in the Solutions Bank TOS. By using our services, you authorize Goalsetter to continue to hold your deposits for your benefit at Solutions Bank, Member FDIC, in an account ("FBO Account"). For purposes of applicable FDIC deposit insurance limitations, please note that deposits in Solutions Bank FBO Account may not be separately insured from any other deposit accounts you may have with Solutions Bank.

Additionally, you are responsible for complying with Solutions Bank TOS when using your User Account. It is your responsibility to read and understand the Solutions Bank TOS as it contains terms and conditions relating to your Solutions Bank User Account including but not limited to your rights, limitations, reversal and other liabilities, limitation of liability and binding arbitration provisions.

DEPOSITS HELD IN A USER ACCOUNT MAY BE ELIGIBLE FOR INSURANCE BY THE FDIC ON A PER USER BASIS BASED UPON THE RULES AND LIMITATIONS SET FORTH BY THE FDIC. FOR PURPOSES OF APPLICABLE FDIC DEPOSIT INSURANCE LIMITATIONS, DEPOSITS IN ACCOUNTS AT THE FINANCIAL INSTITUTIONAL PARTNER(S) OPENED THROUGH THE FINANCIAL INSTITUTIONAL PARTNER(S) OF

SOLUTIONS BANK MAY NOT BE SEPARATELY INSURED FROM ANY OTHER ACCOUNTS YOU MAY HAVE OPENED WITH THE SAME FINANCIAL INSTITUTIONAL PARTNER(S), DEPENDING ON THE NAMED ACCOUNT OWNERS AND THE CATEGORY OF DEPOSIT.

All transactions are performed by Goalsetter and/or Solutions Bank, and deposits are held by Solutions Bank. Goalsetter will provide you with all transaction notifications and User Account balances in addition to providing customer support relating to your Solutions Bank User Account as detailed below.

### **Your Account Information**

In order to set up your Goalsetter Account, Solutions Bank will provide us your account setup information, including: name, date of birth, Social Security Number, email address, phone number, (collectively “Account Information”).

### **Rights You Grant Us**

By submitting your Account Information, pictures, data, materials and other content (“Content”) to Goalsetter through the Services, you are providing a limited license of that Content to us for the purpose of providing the services. We may use and store the Content in accordance with these Terms of Use and our Privacy Policy. You represent that you are entitled to submit Content to us for use for this purpose, without any obligation for us to pay any fees or be subject to any restrictions or limitations.

### **Disputes**

Goalsetter is responsible for resolving issues and errors relating to transactions and account balances. Bank services are provided by Solutions Bank, a Member of FDIC. To report a complaint relating to the bank services, contact Solutions Bank at 1.815.235.2711.

### **Your Authorization for Debits and Credits of Solutions Bank Account**

By agreeing to these Terms, you authorize our service providers to electronically debit and credit your bank account; to debit and credit the Goalsetter Account; and for us to keep records of the transactions.

You acknowledge that the electronic authorization contained in this section represents your written authorization for ACH transactions as provided herein and will remain in full force and effect until you notify us that you wish to revoke this authorization by emailing [hello@goalsetter.co](mailto:hello@goalsetter.co). You may use the Routing and Transit Number (RTN) associated with your Goalsetter account to perform deposits via an ACH credit transaction from an external source.

If you withdraw your electronic authorization contained in this section, we will close your Goalsetter Account and return the balance in your Goalsetter Account to your bank account as

set forth in these Terms of Use, and you will no longer be able to use your Goalsetter Account or the services, except as expressly provided in these Terms of Use. Please note that withdrawal of your electronic authorization contained in this section will not apply to ACH transactions performed before the withdrawal of your authorization becomes effective.

Funds can only be debited or credited to your bank account linked to the Goalsetter App and not to or from any third-party account. You agree to notify us if you change your bank account. If you close your bank account while funds are held in the Goalsetter Account, subsequent withdrawals may be delayed until we verify your new bank account. In the event that we cannot verify a new bank account, we may process withdrawals by issuing a paper check to your address of record and we will close your Goalsetter Account. Any withdrawals processed with a paper check will be subject to delay

Your funds will remain in your Goalsetter Account until you instruct us to transfer some or all of your funds to your Solutions Bank bank account via the App or by emailing us at [hello@goalsetter.co](mailto:hello@goalsetter.co). Funds can only be transferred from your Goalsetter Account to your Solutions Bank bank account. Funds cannot be transferred to any other third party. Attempts to transfer to or from a third party will be rejected.

We will generally transfer requested funds between your Goalsetter Account to your Solutions Bank bank account in near real time of receiving your request. It is important to know the amount of available funds in your Goalsetter Account before transferring funds from your Goalsetter Account to your bank account. If you do not have sufficient funds in your Goalsetter Account to cover the amount of the requested transfer, your request for the transfer will be declined. We may decline or defer processing a transaction if in our sole discretion we determine the requested transfer may be fraudulent or improper. In such circumstances, we may seek further information from you prior to implementing or formally declining the transfer. We will notify you via email if we decline a transaction. We may also close your Goalsetter Account and will, if permissible by law, return funds in your Goalsetter Account to your bank account without notice to you as described below and at any time if required by applicable law or if we, in our sole discretion, suspect the Services are being used for illicit purposes or otherwise in violation of these Terms.

You are solely responsible for determining whether the funds debited from your Solutions Bank bank account and the funds maintained in your Goalsetter Account are acceptable to you. We are not responsible for any third-party fees that may be incurred as a result of using the services, including, but not limited to, third-party fees incurred as a result of maintaining insufficient funds (overdraft) in your Solutions Bank bank account. Overdrafts from your Goalsetter Account will not be permitted and we will reject any instruction that would cause an overdraft from your Goalsetter Account. In the event of a malfunction causing you to overdraft your Goalsetter Account, you authorize us to debit your Solutions Bank bank account for the amount of the overdraft.

### **Debit Card**

You will be issued a Cashola® Debit Mastercard® by Solutions Bank when you fund your Account with a minimum amount of one dollar. With your PIN, you may use your debit card to purchase goods and services anywhere Mastercard debit cards are accepted.

**Parental Controls**

Goalsetter allows a parent to set up two types of spending controls for their kids; limit by spending amount with frequency and limit by merchant category type.

- Limits by spending amounts allow a parent to set up how much they want the kid to spend on a daily basis.
- Limits by merchant category type allow a parent to block particular categories for their kid to not be able to spend at those locations.

The parent is able to set these limits per kid, through the Control Center found under the Cashola Card selected from the Dashboard in the app.

**Cashola Card Usage**

Debit Card Limits		
Type	Online	Offline
ATM Withdrawal	\$200	\$100 (surcharge not included)
Point of Sale	\$500	\$100 All non-ATM transactions
Total Aggregate	\$600	\$100
P2P Money transfer credit A P2P money transfer credit would be someone sending the cardholder funds directly, like through Zelle or PayPal.	\$2,500	N/A
No ATM deposit allowed	N/A	N/A
International not supported	N/A	N/A

## **Account Features**

### ***Auto-Save and Top-Ups***

A user who sets up a Goalsetter profile can also sign up for the Goalsetter “Auto-Save” and or Top-Up features. These features enable users to link their Solutions Bank bank account (or a consenting adult's bank account) and designate an amount to give to a Goalsetter profile on a defined frequency or a user defined account balance minimum.

### ***Round-Ups***

A user who sets up a Company profile can also sign up for the Company “Round-Ups” feature. Round-Ups enables users to link their Solutions Bank. bank account to track the user’s designated external US bank account spending and round up Cashola Card® transactions to the nearest \$1 to \$5. In addition, the user can multiply (boost) the round-up such as 2 times or 3 times. Then, we add up the amounts for the week and create a deposit of the aggregated amount of round-ups on a weekly basis which is withdrawn from your designated external account for the user selected, which could be a parent, a minor child from the main Goalsetter Account, or child(ren) from Family Circle. If more than one Round-Ups recipient is selected, the Round-Up amount totaled weekly is then split equally and sent to the Round-Up recipient’s saving goals as per configured in the App. Solutions Bank bank account transactions utilized for Round-Ups are stored and displayed in the App.

### ***Allowance***

Users can sign up for the allowance feature. Allowance enables users to link their Solutions Bank bank account (or a consenting adult’s bank account) to a Goalsetter Account. We deposit the amounts (“Allowance”) approved by the user to the Goalsetter Account, based on the allowance rules and chores selected and approved by the user.

### ***“It’s Fin Lit Quiz”***

A parent or legal guardian user can invite their child(ren) to play the proprietary “It’s Fin Lit Quiz” feature on the Goalsetter App. The user can choose to pay their child \$0 to \$1, debited from the user's Solutions Bank bank account, for every question their child(ren) answer correctly on the quiz. The maximum amount a child can earn is \$10 per quiz and each quiz level only pays out once. If the child replays the same level quiz, they will not receive additional payment. Each payment transaction is created at the time the child successfully completes the quiz but are processed on a weekly basis. Therefore, the actual transfer of funds can take up to 6 business days.

## **Service Fees**

Cashola debit card replacement card fee: \$8.00

## **Checking Your Balance in Your Goalsetter Account**

You may obtain information about the balance of funds in your Goalsetter Account at any time by logging in to your Goalsetter Account on the App.

## **Interest on Funds Held in Your Goalsetter Account**

**Your financial institution may pay interest on funds held in your Goalsetter Savings Account. For details, including Annual Percentage Yield, please refer to your financial institution's Truth in Savings disclosure.**

## **Intellectual Property Rights**

Goalsetter and Solutions Bank and our third-party service providers reserve all rights, titles, and interests in and to the Services, and you only have the limited rights explicitly granted under this Agreement.

## **Use Restrictions**

You may only use the services for your own personal, non-commercial use and not on behalf of or for the benefit of any third party other than your child or minor relative for whom you may establish a Goalsetter Account. Your use of the services must comply with all applicable law. If your use of the services is prohibited by applicable law, then you are not authorized to use the services. We are not responsible if you use the services in any manner that violates applicable law.

You will not use your Account, the App, or any Service for any illegal, fraudulent, or improper activity. If Goalsetter or Solutions Bank, or any third-party service provider suspects that you may be engaging in or have engaged in fraudulent, illegal, or improper activity, including a violation of any terms and conditions relating to this Agreement, any other agreement you have with us, or any Service, your access to any and all Services may be suspended or terminated. You understand that access to and transactions in your Accounts may be suspended or terminated if an access device has been reported lost or stolen or when Goalsetter, Solutions Bank, or any third-party service provider reasonably believes that there is unusual activity on any of your Accounts. You agree to cooperate fully with Solutions Bank and each third-party service provider to investigate any suspected illegal, fraudulent, or improper activity.

You agree not to authorize any other person or entity to use your username and password or mobile device, other than your child or minor relative for whom you may have established your

Goalsetter Account, to access the services.

You are solely responsible for the maintenance, confidentiality, and security of your username, password, and other User Information, which together provide access to our App. Except as otherwise required by applicable law, you are responsible for all transactions and other activities authorized or performed using your username and password or mobile device, whether authorized or unauthorized by you. Except as otherwise expressly stated in these Terms of Use or required by applicable law, we are not responsible for any losses arising out of the loss or theft of your User Information or your mobile device or from unauthorized or fraudulent transactions associated with your bank account or your Goalsetter Account. If you believe that your account information has been compromised or that someone is using your account without your permission, you must notify Goalsetter immediately at the email address: hello@goalsetter.co.

### **User Requirements**

In order to use the Services, you must: (a) accept and agree to these Terms and our Privacy Policy; (b) register with us on the App; (c) be a U.S. citizen (or a legal U.S. resident) of at least 18 years of age; (d) have an Solutions Bank bank account within the U.S. ; (e) provide all information requested by us, such as your name, email address, and such other information as we may request from time to time (collectively, “User Information”); and (f) pay the Monthly Plan Fee, if applicable and as specified herein. You represent and warrant that all User Information you provide us from time to time is truthful, accurate, current, and complete, and you agree not to misrepresent your identity or your User Information. You agree to promptly notify us of changes to your User Information by updating your Goalsetter Account on the App; If we approve your registration, you will be authorized to use the services, subject to these Terms.

By using the services and providing User Information to us, you automatically authorize us to obtain, directly or indirectly through our third-party service providers and without any time limit or the requirement to pay any fees, information about you and your bank account from the financial institution holding your bank account and other third-party websites and databases as necessary to provide the services to you. For purposes of such authorization, you hereby grant Goalsetter and our third-party service providers a limited power of attorney, and you hereby appoint Goalsetter and our third-party service providers as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place, and stead, to access third-party websites, servers, and documents; retrieve information; and use your User Information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with your use of Goalsetter Account, as fully to all intents and purposes as you might or could do in person. You agree that other third parties shall be entitled to rely on the foregoing authorization, agency, and limited power of attorney granted by you. You understand and agree that we do not endorse services provided by any third-party account providers accessible through our services. We make no effort to review information obtained from the financial institution holding your bank account and other third-party websites or databases for any purpose, including, but not limited to, accuracy, legality, or non-infringement. As between Goalsetter and our third-party service providers, Goalsetter owns your confidential User Information.

The information you provide to Goalsetter is subject to our Privacy Policy. Goalsetter and Solutions Bank recognize, respect, and protect the personal privacy rights of all our customers and work diligently to safeguard your privacy. Goalsetter and Solutions Bank are committed to providing the highest level of security and privacy regarding the collection and use of our customer's personal information, as well as the personal information of consumers who visit the App. The Goalsetter Privacy Policy may be found at <https://goalsetter.co/policies> and explains how Goalsetter uses and protects the information about our customers. We ask that you read it carefully.

### **System Requirements**

In order to access and retain Communications provided to you electronically, you must have: (1) a valid email address; (2) a computer or other mobile device (such as tablet or smart phone) that operates on one of the following platforms Windows, Android or iOS; (3) a data plan or wifi connection to the internet; (4) a current version of an internet browser such as Internet Explorer/Edge, Mozilla Firefox, Safari, or Chrome; and (5) a computer or device and an operating system capable of supporting all of the above. "Current Version" means a version of the software that is currently being supported by its publisher.

### **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Apps thereafter. However, any changes to the dispute resolution provisions set out in the Governing Law and Jurisdiction section of these Terms of Use will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the App.

Your continued use of the App following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page regularly, so you are aware of any changes, as they are binding on you.

### **Accessing the App and Account Security**

We reserve the right to withdraw or amend this App, and any service or material we provide on the App, in our sole discretion without notice. We will not be liable if for any reason all or any part of the App is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the App, or the entire App, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the App.
- Ensuring that all persons who access the App through your internet connection are aware of these Terms of Use and comply with them.

To access the App or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the App that all the information you provide on the App is correct, current, and complete. You agree that all information you provide to register with this App or otherwise, including, but not limited to, through the use of any interactive features on the App is governed by our Privacy Policy,

<https://www.goalsetter.co/privacypolicy>, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose or are provided with a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this App or portions of it using your username, password, or other security information. You agree to notify us immediately at [hello@goalsetter.co](mailto:hello@goalsetter.co), of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use

## **Electronic Signatures and Communications**

### ***Your Consent***

In order to use the services, you must provide your email and phone number, and you must expressly consent to receive email, text messages (SMS), push notifications and/or phone calls relating to the services at that address or number. By providing us with your email address you agree to receive all required notices electronically to your email address. It is your responsibility to promptly update your phone number, email address, and mailing address as appropriate. Third-party data and message fees may apply.

To the extent permitted by applicable law, you consent to the use of electronic signatures and to electronically receive all records, notices, statements, communications, and other items for all services provided to you under these Terms of Use and in connection with your relationship with us (collectively, “Communications”) that we may otherwise be required to send or provide you in paper form (e.g., by mail). By accepting and agreeing to these Terms of Use electronically, you represent that: (1) you have read and understand this consent to use electronic signatures and to receive Communications electronically; (2) you satisfy the minimum hardware and software requirements specified above; and (3) your consent will remain in effect until you withdraw your consent as specified below.

### ***Your Right to Withdraw Your Consent***

Your consent to receive Communications electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further Communications electronically at any time by contacting us at [hello@goalsetter.co](mailto:hello@goalsetter.co). If you withdraw your consent to receive Communications electronically, we will close your Goalsetter Account and return the balance in your Goalsetter Account to your Solutions Bank bank account that you have ownership of, as set forth in these Terms of Use, and you will no longer be able to use your Goalsetter Account or the services, except as expressly provided in these Terms of Use. Any withdrawal of your consent to

receive Communications electronically will be effective only after we have a reasonable period of time to process your withdrawal. Please note that withdrawal of your consent to receive Communications electronically will not apply to Communications electronically provided by us to you before the withdrawal of your consent becomes effective.

### ***Copies of Communications***

You should have the ability to print and save and/or electronically store a copy of all Communications that we send to you electronically.

### ***Changes to Communications***

We reserve the right, in our sole discretion, to communicate with you in paper form. In addition, we reserve the right, in our sole discretion, to discontinue the provision of electronic Communications or to terminate or change the terms and conditions on which we provide electronic Communications. Except as otherwise required by applicable law, we will notify you of any such termination or change by updating these Terms of Use on the Application or delivering notice of such termination or change electronically.

### **Intellectual Property Rights**

The App and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the services, features, information, materials, and content, including our App (collectively “Content”) for your personal, non-commercial use only. Any and all other uses are prohibited. You may not restrict or inhibit any other person from using or enjoying the services or Content.

With the exception of your account statements, transaction histories and other data which shows your savings and spending activity within the App, you are prohibited from reproducing, distributing, modifying, creating derivative works of, publicly displaying, publicly performing, republishing, downloading, storing, or transmitting – in any form – any of the proprietary educational material on our App.

Non-commercial, personal users are permitted to download a single copy to your mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

Unauthorized access or use for any commercial purposes any part of the App or any services or materials available through the App is strictly prohibited and will be prosecuted to the full extent of the law. Requests for access and to make use of Goalsetter’s proprietary education material on the App other than that set out in this section, must be requested in writing, in advance by sending an e-mail to: [hello@goalsetter.co](mailto:hello@goalsetter.co).

Breach of the Terms of Use will result in your right to use the App to stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the App or any content on the App is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the App not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

### **Trademarks**

The Company name, the term Goalsetter, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this App are the trademarks of their respective owners.

### **Prohibited Uses**

You may use the App only for lawful purposes and in accordance with these Terms of Use. You agree not to use the App:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the App, or which, as determined by us, may harm the Company or users of the App, or expose them to liability.

Additionally, you agree not to:

- Use the App in any manner that could disable, overburden, damage, or impair the App or interfere with any other party's use of the App, including their ability to engage in real-time activities through the App.
- Use any robot or other automated device, process, or means to access the App for any purpose, including monitoring or copying any of the material on the App.
- Use any manual process to monitor or copy any of the material on the App, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the App.

- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the App, the server on which the App is stored, or any server, computer, or database connected to the App.
- Attack the App via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the App.

### **Monitoring and Enforcement; Termination**

We have the right to:

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the App.
- Terminate your account or suspend your access to all or part of the App for any or no reason, including without limitation, any violation of these Terms of Use. If we terminate your account, pending transactions and account balances will be handled as described in the “Termination of Service(s)” section below.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the App. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

Although the Company takes all reasonable measures, we cannot review all third-party or User material before it is posted on the App and accordingly cannot guarantee prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for the performance or nonperformance of the activities described in this section. **Termination of Service(s)**

You have the right to close your Goalsetter Account, discontinue use of the Services at any time. Upon termination of your relationship with Goalsetter, these Terms of Use are no longer applicable. Termination can be accomplished at any time by using the available options on the app or by contacting us at [hello@goalsetter.co](mailto:hello@goalsetter.co). You are required to provide sufficient information for us to verify your identity as part of the account closure and termination process.

### **Pending Transactions and Balance Transfer After Account Termination**

Notwithstanding the foregoing, if there are any pending transactions relating to your Goalsetter Account when we receive your termination notice, we will close your Goalsetter Account promptly after such transactions are completed. Your responsibilities under these Terms of Use will not affect any of our rights or your obligations arising under these Terms of Use prior to termination. The terms of use herein shall survive the termination or expiration of this Terms of Use.

If Goalsetter is required to close your account, upon the closure of your Goalsetter Account, we will transfer the funds in your Goalsetter Account, if any, to your Solutions Bank bank account. If your bank account is closed or we are otherwise unable to transfer the funds in your Goalsetter Account to your bank account, we will mail a check for the amount of the funds to your physical address of record.

### **Failure to Use Services**

If you do not use the services for a certain period of time, applicable law may require us to report the funds in your Goalsetter Account as unclaimed property. If this occurs, we may try to contact you at the email address shown in our records. If we are unable to locate you, we may be required to deliver any funds in your Goalsetter Account to the applicable state as unclaimed property. The specified period of time to report and deliver funds to a state varies by state, but usually ranges between two and five years.

### **Reliance on Information Posted**

The account holding and transaction information presented on or through the App is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the App, or by anyone who may be informed of any of its contents.

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All matters relating to the App and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the App shall be instituted exclusively in the federal courts of the United States or the courts of the State

of New York, in each case located in the City of Brooklyn and County of Kings, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **Arbitration**

At Company's sole discretion, it may require you to submit any disputes arising from these Terms of Use or use of the App, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying New York law.

### **Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE APP MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

### **Waiver and Severability**

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### **Entire Agreement**

These Terms of Use constitute the sole and entire agreement between you and the Company regarding the App and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the App.

## **Your Comments and Concerns**

The App is operated by Goalsetter, 266 Decatur Street, Brooklyn, New York 11233.

All other feedback, comments, requests for technical support, and other communications relating to our App should be directed to: [hello@goalsetter.co](mailto:hello@goalsetter.co).

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