



TERMS OF SERVICE

Last Revised: April 12, 2021

Overview

This service is owned or operated by Aven Financial, Inc., a Delaware corporation doing business as Aven, or its affiliates or subsidiaries, including Aven Financial Technologies, Inc., a Delaware corporation (collectively, “**Company**”, “**us**”, “**our**”, or “**we**”). Our principal office is located at 330 Primrose Road Suite 412, Burlingame, CA 94010. Aven is a service mark and registered dba of Aven Financial, Inc.

These Terms of Service (“**Terms**”) set forth the terms and conditions under which you are authorized to access and use our “**Services**,” which include [aven.com](#) and [my.aven.com](#), and other websites where we link to or post these Terms, including any subdomains or mobile versions (the “**Site**” or “**Sites**”), any Aven mobile applications, and any online services available through our Sites, except as otherwise specified below.

Through your use of our Services, you agree to these Terms.

Additional Agreements

To the extent additional Company rules or guidelines affect your use of our Services, those rules and guidelines (including the [Data Use Policy](#)) are hereby incorporated by reference into these Terms. Additionally, if you apply for or receive a credit card, loan, or other credit product from us, additional terms will apply in connection with your application or ultimate receipt of such credit products (“**Credit Terms**”). In the event of a conflict between these Terms and our Data Use Policy or any Credit Terms, the Data Use Policy or Credit Terms will control to the extent of such conflict. Capitalized terms not defined in these Terms will have the definition set forth in our Data Use Policy.

Your Access to the Services

As a condition of your right to access and use our Services, you represent that you are at least 18 years of age and that you are not a person barred from accessing the Services under the laws of the United States or any other country. We reserve the right to terminate your access in the event you violate these Terms or any other agreements governing the Services. **YOU ARE ENTIRELY RESPONSIBLE FOR ALL ACTIVITIES CONDUCTED IN CONNECTION WITH THE USE OF THE SERVICES ON YOUR DEVICES OR UNDER YOUR ACCOUNT.**

Third-Party Services and Content

We may use third party service providers in order to provide the Services to you. Third parties are not governed by these Terms. You acknowledge that any reliance on representations and warranties provided by any party other than Company will be at your own risk. Your use of any third-party operated websites or services may be subject to additional terms of use and privacy and data use policies.

Consent to Communication

By accepting these Terms, you expressly consent to be contacted by us or our affiliates at any telephone number, e-mail address, mailing address, account with the Company, or physical or electronic address you provide or at which you may be reached.

You agree we, our affiliates, agents, or service providers may contact you in any way, including by e-mail, SMS messages (including text messages) calls using prerecorded messages or artificial voice, and calls and messages delivered using automatic telephone dialing systems (auto-dialer) or an automatic texting system at any phone number you have provided to us, including any mobile phone number, as well as any address in our records or in public or nonpublic databases. You understand that you are not required to provide consent to marketing SMS messages as a condition to accessing our services or products. You may withdraw your consent to SMS communications by replying STOP to the SMS message, or by contacting us at privacy@aven.com. In addition, we may contact other people who may provide employment, location or other contact information for you. Automated messages may be played when the telephone is answered, whether by you or someone else. If an agent or representative calls, he or she may also leave messages on your answering machine, voice mail, or send messages via text. You can revoke your consent at any time by contacting us at privacy@aven.com. You represent that the telephone numbers you provide us are your contact numbers and that you are permitted to receive calls at

any of these numbers. You agree to promptly alert us whenever you stop using a particular telephone number. You are responsible for any and all charges, including fees associated with text messaging, imposed by your communications service provider.

You agree that we and our agents, representatives, affiliates or anyone calling on our behalf may contact you on a recorded or monitored line and that any incoming calls may also be recorded and monitored.

You also agree to receive alerts about your account activity, balances, payments, suspicious activities, and other matters involving your use of the Site or App or the Services through push notifications to your mobile device. Receipt of push notifications may be delayed or prevented by factors beyond our control, including those affecting your internet or phone provider. We are not liable for losses or damages arising from non-delivery, delayed delivery, or the erroneous delivery of any push notification; inaccurate push notification content; or your use or reliance on the content of any push notification for any purposes. Push notifications may not be encrypted and may include your name and information pertaining to your account or use of the Services. We may terminate your use of push notifications at any time without notice. You may choose to discontinue receiving push notifications by updating your preferences on your smartphone or device.

By using the Services, you agree that we may communicate with you electronically regarding your use of the Services and related matters, and that any notices, agreements, disclosures, or other communications we send to you electronically will satisfy any legal communication requirements, including that the communications be in writing. To withdraw your consent to your receipt of electronic notice, please notify us at: privacy@aven.com.

Modifications and Interruption to the Services

We reserve the right to modify or discontinue all or any portion of our Services with or without notice to you. We will not be liable if we choose to exercise this right. You acknowledge and accept that we do not guarantee continuous, uninterrupted or secure access to our Services, or that our Services will be error free. You understand that numerous factors or circumstances outside of our control may interfere with or adversely affect your use of the Services.

Restricted Activities

You may not engage in any of the following with regard to the Services (including without limitation posting or transmitting content through the Services):

- violate or encourage the violation of any local, state, national, or international law or regulation;
- collect or store personal data about other users of our Services or solicit personal information from any individual without proper rights or consent of the individual;
- send or promote any message that is unlawful, libelous, defamatory, abusive, sexually explicit, threatening, vulgar, obscene, profane, disparaging regarding racial, gender or ethnic background, any statement that you have reason to know is false or misleading, or otherwise objectionable messages, as determined by us in our sole discretion;
- infringe any patent, trademark, trade secret, copyright, right of publicity or privacy, or other right of any party, or distribute any content you do not have a right to make available under any law or under contractual or fiduciary relationships;
- promote or distribute any unauthorized advertising, promotional materials, or material which can be characterized as "junk mail," "spam," "chain letters," "pyramid schemes," or similar material, any request for or solicitation of money, goods, or services for private gain, or any information posted primarily for advertising, promotional, or other commercial purposes;
- disrupt or interfere with the security or use of the Services or any websites or content linked to them;
- interfere with or damage the integrity of the Services, including, without limitation, through the use of viruses, Trojan horses, harmful code, denial of service attacks, packet or IP spoofing, forged routing or email address information or similar methods or technology or disobey any requirements, procedures, policies, or regulations of networks connected to our Services;
- use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs or Trojan horses;
- attempt to use another user, person or entity, misrepresent your affiliation with a person or entity, including (without limitation) Company or create or use a false identity;
- attempt to obtain unauthorized access to the Services or portions thereof that are restricted from general access;
- use any meta tags or any other "hidden text" utilizing our name, service marks, trademarks, or product names;

- attempt to reverse engineer or otherwise derive or obtain the code in any form for any software used in the Services;
- engage in any activity that interferes with any third party's ability to use or enjoy the Services; or
- assist any third party in engaging in any activity prohibited by these Terms.

You may not, without our written consent:

- reproduce, duplicate, copy, sell, resell, create derivative works, or exploit for any commercial purpose any Company content or any use of or access to the Services;
- use any high volume, automated, or electronic means (including, without limitation, robots, spiders, scripts, or other automated devices) to access the Services or monitor or copy our web pages or the content contained thereon;
- deep link to the Services for any purpose; or frame the Services, place pop-up windows over any content, or otherwise affect the display of the Services;
- access the Services in order to build a competitive service or to benchmark with a non-Company service; or
- reverse engineer the Services (to the extent such restriction is permitted by law).

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY, ITS RELATED ENTITIES, ITS SERVICE PROVIDERS, ITS LICENSORS, AND ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "**COMPANY PARTIES**") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, RELATED TO OUR SERVICES. YOU UNDERSTAND AND AGREE THAT YOUR USE OF OUR SERVICES IS AT YOUR SOLE RISK. OUR SERVICES AND ALL CONTENT, PRODUCTS AND SERVICES OFFERED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE AGREED IN WRITING BETWEEN YOU AND COMPANY. THE COMPANY PARTIES ARE NOT RESPONSIBLE FOR THE TIMELINESS OF DELIVERY OF CONTENT, ANY FAILURES OF DELIVERY, ERRONEOUS DELETION, OR ANY LOSS OR DAMAGE OF ANY KIND YOU CLAIM WAS INCURRED AS A RESULT OF THE USE OF ANY SERVICES. UNDER NO CIRCUMSTANCES, WILL ANY OF THE COMPANY PARTIES BE LIABLE TO YOU OR TO ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR ANY LOSS, INJURY, LIABILITY OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO, USE OF, INABILITY TO USE, OR RELIANCE ON ANY OF OUR SERVICES OR ANY CONTENT, PRODUCT OR SERVICE PROVIDED TO YOU THROUGH OR IN CONNECTION WITH ANY OF OUR SERVICES. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND WHATSOEVER, WHETHER DIRECT OR INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, GOODWILL, REVENUE OR PROFITS. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF ANY COMPANY PARTY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND WITHOUT REGARD TO THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, ILLEGAL OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE COMPANY PARTIES UNDER SUCH CIRCUMSTANCES TO YOU OR ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS.

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

You acknowledge that you may have or may in the future have claims against us which you do not know or suspect to exist in your favor when you agreed to these Terms and which if known, might materially affect your consent to these Terms. You expressly waive all rights you may have under Section 1542 of the California Civil Code, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Indemnification

You agree to indemnify and hold the Company Parties harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of your use of our Services in a manner not permitted by these Terms, including without limitation your actual or alleged violation of these Terms, or infringement of a third party's intellectual property or other rights by you, or another user of our Services using your computer, device or account.

Services Restrictions, Alterations and Terminations

We are not responsible for any delays or interruptions of, or errors or omissions contained in, the Services. We reserve the right, but shall not be required, to correct and delays, interruptions, errors or omissions. We may discontinue or alter any aspect of this Services, including, but not limited to: (i) restricting the time of availability, (ii) restricting the availability or scope of the Services for certain users, (iii) restricting the amount of use permitted, and (iv) restricting or terminating any user's right to use the Services, at our sole discretion and without prior notice or liability.

Username, Passwords and Security

Your username and password will be your identity for purposes of interacting with us and other users through the Services. You shall keep confidential, shall not disseminate, and shall use solely in accordance with this Agreement, your username and password for the Services. You shall immediately notify us if you learn of or suspect: (i) any loss or theft of your username or password, or (ii) any unauthorized use of your username or password or of the Services. In the event of such loss, theft, or unauthorized use, we may impose on you, in our sole discretion, additional security obligations. If any unauthorized person obtains access to the Services as a result of any act or omission by you, you shall use your best efforts to ascertain the source and manner of acquisition and shall fully and promptly notify us. You shall otherwise cooperate and assist in any investigation relating to any such unauthorized access.

Copyright and Trademark Information

We own all content, copyrightable material, and other intellectual property rights in the content available on our Services, including without limitation design, text, graphics, interfaces, and the selection and arrangements thereof (collectively "**Content**"), with all rights reserved, or in some cases Content may be licensed to us by a third party. This Content is protected by our intellectual property rights or the rights of those owners. All Content which qualifies for protection under U.S. Federal Copyright Law is subject to the exclusive jurisdiction of the Federal Court System, whether registered or unregistered. All trademarks displayed on our Services are the trademarks of their respective owners and constitute neither an endorsement nor a recommendation of such parties. In addition, such use of trademarks or links to the websites of third parties is not intended to imply, directly or indirectly, that those third parties endorse or have any affiliation with us.

Permitted Use of the Content

Any use of Content on the Services, including without limitation reproduction for purposes other than those noted herein, modification, distribution, replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of Company or under a separate agreement with us, is strictly prohibited. With the exception of search engines, you agree that you will not use any robot, spider, or other automatic device, or manual process to monitor or copy our web pages or the Content contained therein without our prior written permission. You may not make any use of Content owned by any third parties which is available on the Services, without the express consent of those third parties.

Content Complaints

If you believe that any Content on our Services violates these Terms or is otherwise inappropriate, please report the Content by contacting us at: info@aven.com.

User-Submitted Content

Any content uploaded, posted, submitted, or otherwise made available by individual users of the Services, including without limitation all files, documents and any other Content we do not originate ("**User Content**"), is the sole responsibility of the person who made such User Content available on the Services. Under no circumstances will we be liable in any way for any User Content made available through the Services by you or any third party.

Providing Feedback to Us

We welcome your comments and feedback about our Services. All information and materials submitted to us through the Services or otherwise, such as any comments, feedback, ideas, questions, designs, data, User Content, or the like regarding or relating to the Services or our business (collectively, "**Feedback**"), will be considered NON-CONFIDENTIAL and NON-PROPRIETARY with regard to you, but we reserve the right to treat any such Feedback as our confidential.

By submitting Feedback to us, you assign to the Company Parties, free of charge, all worldwide rights, title and interest in all copyrights and other intellectual property rights in such Feedback. The Company Parties will be entitled to use any Feedback you submit, and any ideas, concepts, know-how or techniques contained in any such Feedback, for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products and services using such Feedback without restriction and without compensating you in any way. You are responsible for the information and other content contained in any Feedback you submit to us, including, without limitation, its truthfulness and accuracy.

Our App

These Terms apply to your use of all the Services, including the iPhone and iPad applications available via the Apple, Inc. ("Apple") App Store (the "Application"), but the following additional terms also apply to the Application for Apple products:

- Both you and we acknowledge that the Terms are concluded between you and us only, and not with Apple, and that Apple is not responsible for the Application or the Content;
- The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services;
- You will only use the Application in connection with an Apple device that you own or control;
- You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
- In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;
- You acknowledge and agree that we, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;
- You acknowledge and agree that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, we, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;
- Both you and we acknowledge and agree that, in your use of the Application, you will comply with any applicable third-party terms of agreement which may affect or be affected by such use; and
- Both you and we acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and that upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third party beneficiary hereof.

Governing Laws

The interpretation of the rights and obligations of the parties under these Terms, including, to the extent applicable, any negotiations, arbitrations or other proceedings hereunder, will be governed in all respects exclusively by the laws of the State of California, U.S.A. Each party agrees that it will only bring any action or proceeding arising from or relating to this Agreement in a federal court in the state and federal courts of San Francisco, California, and you irrevocably submit to the personal jurisdiction and venue of any such court in any such action or proceeding or in any action or proceeding brought in such courts by us.

Dispute Resolution

By entering into these Terms, you hereby irrevocably waive any right you may have to join claims with those of others in the form of a class action or similar procedural device. Any claims arising out of, relating to, or connected with these Terms must be asserted individually.

You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, relating to, or connected with your use of the Services must be filed within one calendar year after such claim or cause of action arises, or forever be barred. If a claim proceeds in court, we each waive any right to a jury trial.

Compliance with Laws

You assume all knowledge of applicable law and you are responsible for compliance with any such laws. You may not use the Services in any way that violates applicable state, federal, or international laws, regulations or other government requirements.

Notice for California Residents

If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

Changes to These Terms

We reserve the right, at any time, to modify, alter, or update these Terms without prior notice. You are encouraged to check this page regularly for changes to the Terms. Modifications will become effective immediately upon being posted to our Services, without further notice to you. Your continued use of any of our Services after such modifications are posted constitutes your acknowledgement and acceptance of such modifications, and you may not amend these Terms.

Other Terms

Assignment - These Terms will be binding upon each party hereto and its successors and permitted assigns. These Terms of Use are not assignable or transferable by you without our prior written consent. You agree that these Terms and any other agreements referenced herein may be assigned by us, in our sole discretion, to a third party in the event of a merger or acquisition, or otherwise.

Integration - These Terms (including all of the policies described in these Terms, which are incorporated herein by this reference), contain the entire understanding of the parties regarding their subject matter and supersedes all prior and contemporaneous agreements and understandings between the parties regarding their subject matter.

Waiver - No failure or delay by a party in exercising any right, power or privilege under these Terms will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

Severability - If any provision of these Terms is determined by a court of law to be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent, and the invalid provision will be modified as necessary to make it valid and enforceable while as closely as possible reflecting our original intentions.

Limitation - You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of our Services or relating to these Terms must be filed within one year after such claim or cause of action arose or be forever barred.

No Relationship - No agency, partnership, joint venture, or employee-employer relationship is intended or created by these Terms.

Force Majeure - We will not be liable for any failure or deficiency in the performance or availability of the Services by reason of the occurrence of any event beyond our reasonable control, including without limitation, a labor disturbance, an Internet outage, interruption of service, communication outage, failure by our service provider, fire, terrorism, natural disaster, pandemic, act of God, or war.

Availability of Products—Some of our products may not be available in certain locations based on the lack of availability of certain third-party services, such as electronic recording in county recording office, and some property ownership arrangements may require manual submission of your application, which could delay processing of your application.