

## COOKIE JAR SAVINGS TERMS AND CONDITIONS FOR EMPLOYEES

Date: April 1, 2019 | Have questions or concerns? Please [contact](#) our team and we can help answer them.

### WELCOME TO COOKIE JAR SAVINGS!

Cookie Jar Savings includes our website and its subdomains, and any services provided through the Cookie Jar platform (collectively, "Cookie Jar"). Cookie Jar is brought to you by SafetyNet, LLC a Wisconsin corporation, with offices in Madison, WI ("SafetyNet.") Cookie Jar and SafetyNet will be referred to in this document collectively as "we," "us," or "our."

We also work with (1) Dwolla, Inc., who collaborates with us to facilitate the movement of funds through the ACH network and (2) Plaid, a company that we work with to perform the round up calculations and transactions. You can learn more about Dwolla in their [Dwolla Terms and Conditions](#) and [Privacy Policy](#). We will provide [customer support](#) for your Dwolla account activity. You can learn more about Plaid [here](#) and in their [Privacy Policy](#). We will also provide customer support for your Plaid account activity.

By using or accessing our website at [cookiejarsavings.com](https://cookiejarsavings.com) and its subdomains (collectively, "Website"), which provide financial information to assist users in managing their finances and encouraging savings, through savings goals, savings rules, aggregation of financial data, a wallet view of income, expense and savings, and social goal sharing and related services and accounts, you indicate your unconditional acceptance of the following Terms and Conditions on your own behalf and on behalf of any organization you represent (collectively, "you" or "your").

Please read these Terms and Conditions carefully, as they may have changed since your last visit. We reserve the right to change these Terms and Conditions from time to time for any reason, which shall be effected by posting of the updated Terms and Conditions to <https://app.cookiejarsavings.com/tos>. Your use of any accounts or debit cards made available through our Services are subject to the separate terms and conditions applicable to those accounts and cards. Further, your access to and use of Cookie Jar is subject to our Privacy Policy as in effect from time to time, the current version of which is at <https://app.cookiejarsavings.com/privacy>.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY, AS THEY CREATE A BINDING CONTRACT BETWEEN YOU AND US. FURTHER, THESE TERMS AND CONDITIONS CONTAIN AN AGREEMENT TO ARBITRATE, WHICH REQUIRES THAT YOU ARBITRATE CERTAIN CLAIMS BY BINDING, INDIVIDUAL ARBITRATION INSTEAD OF GOING TO COURT AND LIMITS CLASS ACTION CLAIMS, (SEE "AGREEMENT TO ARBITRATE").

SAFETYNET, LLC IS NOT A BANK, NOR IS IT A FINANCIAL PLANNER, BROKER OR ASSET MANAGER. COOKIE JAR IS MERELY A TOOL TO ASSIST YOU IN FACILITATING SAVINGS THROUGH ROUND UPS AND EMPLOYER MATCH. YOU ARE SOLELY RESPONSIBLE FOR YOUR SAVINGS AND SPENDING DECISIONS.

## SCOPE OF SERVICE

You are responsible for obtaining any equipment and Internet service necessary to access Cookie Jar and for paying any fees for the equipment and service you select. We may alter, suspend, or discontinue Cookie Jar, in whole or in part, at any time and for any reason, without notice. We may restrict access to portions of Cookie Jar, for some or all users, from time to time. Cookie Jar may also periodically become unavailable due to maintenance or malfunction of computer equipment or for other reasons.

## REGISTRATION

a. Registered Users. Some Cookie Jar services are reserved for registered users. In order to become a registered user (or "User"), we will ask you to complete a registration form, and also to select a username and create a password ("Login Credentials"). During any such registration, you are required to give truthful contact information (including your name, email address and mobile phone number) and certain financial account information. Together with your savings goals and rules this collectively is your "User Profile." You are responsible for protecting your Login Credentials from unauthorized use, and you are responsible for all activity that occurs on your account (including without limitation financial obligations). You agree to notify us immediately if you believe that your Login Credentials have been or may be used without your permission so that appropriate action can be taken. We are not responsible for losses or damage caused by your failure to safeguard your Login Credentials. You are responsible for keeping your registration information up to date through your account page, to the extent such feature is made available through Cookie Jar.

b. Acknowledgement to Receive Email, Push Notifications or Text Messages. As a user of Cookie Jar, you agree to receive emails and text messages from us regarding Cookie Jar. We may from time to time send you text messages, push notifications or email messages with information about upcoming events, or information about our service offerings from us and our partners. You may opt-out from receiving certain of such correspondence by emailing [team@cookiejarsavings.com](mailto:team@cookiejarsavings.com) or selecting to unsubscribe as may be provided in the applicable correspondence.

## USER CONTENT

a. Submitted Content. You are solely responsible for any data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links and other content or materials (collectively, "User Content") that you submit, use, display or share on or via Cookie Jar. You must not submit, upload, post, display or share any User Content that you do not have the right to copy, use or share for the purpose of your use of Cookie Jar. If you choose to provide information or User Content to use, register for or participate in a service, event, or promotion, you agree that you will provide accurate, complete, and up to date information as requested on the screens that collect information from you.

b. Ownership and Use of User Content. We do not claim ownership of any User Content. By submitting such User Content, however, You hereby grant us the right to (i) copy, store and use that User Content for the purpose of providing you with Cookie Jar and (ii) modify the User Content to remove identifiers of you and any other individuals or companies, aggregate such information ("Aggregated Data") and copy, store and use such Aggregated Data for the purpose of improving Cookie Jar generally.

You expressly authorize us to access your Account Information (as defined herein) maintained by identified third parties, which is included in your User Content, on your behalf as your agent. When you use the "Add Accounts" feature of the Service, you will be directly connected to the website for the third party you have identified. Our third-party processors will submit information including usernames and passwords that you provide to log you into such third-party website(s). You hereby authorize and permit us to use and store information submitted by you to Cookie Jar (such as account passwords and usernames) to accomplish the foregoing and to configure the service so that it is compatible with the third-party sites for which you submit your information. For purposes of these Terms and Conditions and solely to provide the Account Information to you as part of Cookie Jar, you grant us a limited power of attorney, and appoint us as your attorney-in-fact and agent, to access third party sites, retrieve and use your information with the full power and authority to do and perform each thing necessary in connection with such activities, as you could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ARE ACCESSING AND RETRIEVING ACCOUNT INFORMATION FROM THIRD PARTY SITES, WE ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY. You understand and agree that Cookie Jar is not sponsored or endorsed by any third parties accessible through Cookie Jar. We are not responsible for any payment processing errors or fees or other service-related issues, including those issues that may arise from inaccurate account information.

c. User Representations. You represent and warrant that: (i) you own the User Content submitted and used by you on or through Cookie Jar or otherwise have the right to grant the rights and licenses set forth in these Terms and Conditions; (ii) the submission and use of your User Content on or through Cookie Jar does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; (iii) you agree to pay for all royalties, fees, and any other monies owed by reason of User Content you submit or use on or through the Service; and (iv) you have the legal right and capacity to enter into these Terms and Conditions in your jurisdiction.

d. Monitoring. We have the right, but not the obligation, to monitor User Content submitted to Cookie Jar, to determine compliance with these Terms and Conditions and any other applicable rules that we may establish. We have the right in our sole discretion to edit or remove any material submitted to or posted through Cookie Jar. Without limiting the foregoing, we have the right to remove any material that we, in our sole discretion, finds to be in violation of these Terms and Conditions or otherwise objectionable, and you are solely responsible for the User Content that you post to Cookie Jar.

e. Identifying Information. We may at any time require you to provide additional information in order to verify your identity. This information may include your address, date of birth, Social Security Number, a copy of your government-issued ID, or such other information or documentation as we may deem necessary. Such information may be required, for instance, in order to meet our legal obligations or the requirements of third parties providing services for Cookie Jar.

f. Required Disclosures. You acknowledge and agree that we may store and/or preserve User Content and may also disclose User Content and/or other information provided by you if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the terms of these Terms and Conditions; (c) respond to claims that any User Content violates the rights of third-parties in accordance with these Terms and Conditions; and/or (d)

protect the rights, property, or personal safety of us, our representatives and/or agents, our users or the public.

## USER CONDUCT

You understand and agree not to use Cookie Jar to:

1. Post or upload images, content or initiate communications which are unlawful, libelous, abusive, obscene, discriminatory, or otherwise objectionable.
2. To violate any laws or for any illegal purpose.
3. Contribute funds to a savings goal or create a savings goal to which others could make contributions for the purpose of money laundering or other illegal transferring of funds.
4. Falsely state, impersonate, or otherwise misrepresent your identity, including but not limited to the use of a pseudonym, or misrepresenting your current or previous positions and qualifications, or your affiliations with a person or entity, past or present.
5. Upload, post, email, transmit or otherwise make available any content, or initiate communications which include information, that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).
6. Upload, post, email, transmit or otherwise make available any content, or initiate communication that infringes upon patents, trademarks, trade secrets, copyrights or other proprietary rights.
7. Upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation. This prohibition includes but is not limited to: a) using Cookie Jar to send messages to people who don't know you or who are unlikely to recognize you as a known contact; b) using Cookie Jar to connect to people who don't know you and then sending unsolicited promotional messages to those direct connections without their permission; and c) sending messages to distribution lists, newsgroup aliases, or group aliases.
8. Upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
9. Stalk or harass anyone.
10. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any communication transmitted through Cookie Jar.
11. Post content in fields that are not intended for that content. Example: Putting an address in a name or title field.
12. Interfere with or disrupt Cookie Jar or servers or networks connected to Cookie Jar, or disobey any requirements, procedures, policies or regulations of networks connected to or Cookie Jar.

## ACCESS AND INTERFERENCE

You agree that you will not, directly or indirectly:

- Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor Cookie Jar or any portion of Cookie Jar without our express written consent, which may be withheld in our sole discretion;
- Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search Cookie Jar, other than the search engines and search agents, if any, available through the service and other than generally available third-party web browsers (such as Microsoft Explorer);
- Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of Cookie Jar; or
- Attempt to decipher, decompile, or disassemble Cookie Jar.

## COOKIE JAR ACCOUNT FUNDS

When you sign up for Cookie Jar, you must connect a checking account that we identify as your “Funding Source Account.” The Funding Source Account must be linked to Dwolla and Plaid. A credit card CANNOT be used as a Funding Source Account.

In order for Cookie Jar to round up transactions, a checking account and/or a credit card account must also be linked to Cookie Jar and Plaid. A checking account must be linked in order to round up transactions. A credit card may also be linked for round up purposes but is not required.

Once the funds have been transferred from your Funding Source Account to Cookie Jar, either manually via the Cookie Jar App or in accordance with savings rules you have set up via the Cookie Jar App and rules set by us, the funds will be held by Cookie Jar for your benefit in an FDIC-insured account maintained at a financial institution. The funds held in such account for your benefit are referred to herein as your "Cookie Jar Account." Funds accurately transferred pursuant to a matching rule established via the Cookie Jar App are held for the benefit of the person whose round up has been matched by those funds. Accurate matching fund transfers are irrevocable.

You will not be entitled to any interest or other earnings that may accrue with respect to the funds held on your behalf as part of Cookie Jar, and you hereby irrevocably assign and transfer to us any right or interest that you may have therein. However, we do not hereby obtain any rights to the principal amount of the funds we hold on your behalf.

You may withdraw funds from your Cookie Jar Account. Each withdrawal must be at least \$1.00 unless the withdrawal will take the balance in the account to zero. Each withdrawal must clear before another withdrawal is initiated. Withdrawn funds will be transferred electronically to your designated account. Once a withdrawal is initiated, it generally takes 1 – 5 days for you to receive the funds.

## AUTHORIZATION TO INITIATE ACH TRANSACTIONS

By accepting these terms and conditions you authorize SafetyNet to initiate ACH credit and/or debit transactions between your Funding Source Account and your Cookie Jar Account. These transactions will be either initiated in the Cookie Jar App by you ("Manual Transfers") or initiated in the Cookie Jar App based on the savings rules you have set up via the Cookie Jar App and rules set by us. The frequency and amount of these ACH credit and/or debit transactions will be determined by your Manual Transfers and these rules. Periodic ACH transactions will be generated by the Cookie Jar App to move funds from your Funding Source Account to your Cookie Jar Account based on "Savings" that arise from SafetyNet applying these rules. Manual Transfers will be processed when authorized by your entry.

You understand that this authorization will remain in full force and effect until you notify us that you wish to revoke this authorization. You understand that we require at least three business days' prior notice in order to cancel this authorization.

## OUR RULES FOR ROUNDUPS

In addition to any rules you set up via the Cookie Jar App, all qualifying transactions will be subject to the following rules:

### Qualifying Transactions:

1. Round up only occurs for Cookie Jar Accounts that are employee type accounts. Employer administrative accounts are not eligible for round ups.
2. Only the transactions for one checking account and one credit card account that are linked with Plaid may be rounded up.
3. You may choose which checking account and/or which credit card account will be rounded up.
4. If a Cookie Jar round up is identified as a transaction in your Funding Source Account, it will not be rounded up.
5. Round ups will include all qualifying transactions that settled since the last round up was calculated.
6. The first eligible round up is from the date you link your checking and/or credit card account to Cookie Jar and the verification of the account is completed.
7. If a qualifying transaction was not included in the round up, the missed qualifying transactions will be rounded up in the next weekly round up calculation unless the transaction is older than 30 days.
8. You may also choose to use the "Quick Save" feature on your Cookie Jar Account. The Quick Save feature allows you to choose an amount over \$1.00 and move that money from your Funding Source Account to your Cookie Jar Account. Your Employer does not provide a match for your Quick Save transactions.

### Round up Calculation:

1. The difference between the transaction amount and the next highest whole dollar amount is considered the round up amount. The round up of a transaction containing both dollars and cents is to the next whole dollar. Whole dollar transactions are rounded up to the next dollar. Examples of how the round up works is available here: <https://cookiejarsavings.com/faq>.
2. Round ups are calculated weekly.
3. No qualifying transaction may be rounded up more than once.
4. Round ups are calculated on all qualifying transactions that occur on a linked checking account and credit card account.

### Round up Withdrawals:

1. Round ups calculated on your linked checking account and credit card account are withdrawn weekly from your Funding Source Account and transferred into your Cookie Jar Account.
2. A credit card may not be used as a Funding Source Account.
3. No round up amount will be transferred if your checking account used as a Funding Source Account has a balance of less than \$100.00 at the time the transfer is to be made.
4. The round up withdrawal from your Funding Source Account must not exceed the balance within that account.

### Employer Match:

Cookie Jar rounds up your savings each week. An employer match is dependent on your employer's participation in Cookie Jar and the employer's match schedule. Employers can choose to match monthly or annually. For a monthly match, an employer's match occurs during the second week of the month for the previous month's round up savings. For an annual match, an employer's match happens during the second week of December for the available round up savings as of first Monday in December for that calendar year.

Every employer is different and can choose their contribution percentages as well as limits. Employers can choose to match between 10% and 100% of your savings while setting maximum limits to which they contribute. Employers do not match Quick Save transactions.

Your employer's match schedule, contribution percentage, and maximum limits are reflected on your Cookie Jar Account dashboard. An employer may change the match schedule and contribution at any time. Any changes will be reflected on your Cookie Jar Account dashboard.

If your employer terminates participation in Cookie Jar, you may continue to utilize Cookie Jar. However, if your employer does not participate, you will not receive a matching contribution. We will notify you if your employer terminates participation in Cookie Jar. If you terminate your employment with your employer, you may still utilize Cookie Jar but you will not receive an employer match.

Any rules set by a participating employer and its participating employees via the Cookie Jar App will apply, as applicable one to the other. We reserve the right to change any of the rules at any time but no such change may be applied to reverse any valid transfer made prior to the change.

## FUNDING SOURCE ACCOUNT VERIFICATION

The Funding Source Account verification process is in place to ensure a Funding Source Account is compatible with Cookie Jar and supports ACH transfers; to prevent Users' goals from being disclosed to unknown funding sources; and to verify external Funding Source Account ownership.

We may have to verify your Funding Source Account. In order to do that we may conduct two small amount fund transfers. Users will be responsible for any fees or penalties assessed by a financial institution that may occur by validating this Funding Source Account.

## THIRD PARTY FINANCIAL INSTITUTIONS AND SUBCONTRACTORS

We utilize third parties in order to provide Cookie Jar to you. Third party services are used to: verify your identity, speed up and streamline on-boarding, process savings transactions, and data aggregation. These third parties will have access to only that information provided by you to us that is needed by them to execute specific processes necessary to provide you Cookie Jar. We do not review the information retrieved from third parties. We are not responsible for the timeliness or accuracy of the data provided by such third parties. In addition, in the event that we are permitted to undertake any action under these Terms and Conditions, you agree that we may permit our third-party financial institutions or subcontractors to undertake such action on our behalf.

You agree to let us access any account you have set up through our third-party processor in connection with Cookie Jar. We agree to only use that information to in order to provide you with Cookie Jar.

## DWOLLA TERMS OF SERVICE AND PRIVACY POLICY

In order to use the payment functionality of Cookie Jar, you must open a "White Label" account provided by Dwolla, Inc. ("Dwolla"), our third-party payments provider, and you must accept the [Dwolla Terms and Conditions](#) and [Privacy Policy](#). Any funds held in the Dwolla account are held by Dwolla's financial institution partners as set out in the [Dwolla Terms and Conditions](#). You authorize us to share your identity and account data with Dwolla for the purposes of opening and supporting your Dwolla account, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Dwolla account through Cookie Jar, and Dwolla account notifications will be sent by us, not Dwolla. We will provide [customer support](#) for your Dwolla account activity.

## TIMELINESS AND ACCURACY OF EXTERNAL DATA

As part of Cookie Jar, we will retrieve User information from your designated accounts ("Account Information") you maintain online with third-party financial institutions with which you have customer relationships. We make no effort to review the Account Information for any purpose, including but not limited to accuracy, legality or non-infringement.

SafetyNet cannot assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, communications or personalization settings. For example, when displayed through Cookie Jar, Account Information is only as fresh as the time shown, which reflects when the information is obtained from such sites. Such information may be more up-to-date when obtained directly from the relevant sites.



## ONLINE AND MOBILE ALERTS AND CONTACT

We may from time to time provide automatic alerts. Automatic alerts may be sent to you following certain changes made online to your User Profile or your accounts.

Electronic alerts will be sent to the email address you have provided. If your email address or your mobile device number changes, you are responsible for informing us of that change. You can also choose to have alerts sent to a mobile device that accepts text messages. Changes to your email address or mobile number will apply to all of your alerts.

Because alerts are not encrypted, we will never include your passcode. However, alerts may include your Cookie Jar Login ID and some information about your accounts.

If you provide us with your mobile phone number, you agree we may contact you at that number for any matters related to Cookie Jar.

## OUR INTELLECTUAL PROPERTY RIGHTS

The contents of Cookie Jar, including but not limited to cookiejarsavings.com, also including without limitation, its "look and feel" (e.g., text, graphics, images, logos and button icons), photographs, editorial content, notices, software (including, without limitation, html-based computer programs) and other material are protected under both United States and other applicable copyright, trademark and other intellectual property laws. The contents of Cookie Jar are licensed to us or our software or content suppliers. We grant you the right to view and use Cookie Jar subject to these terms. You may download or print a copy of information provided via Cookie Jar for your personal, internal and non-commercial use only. Any distribution, reprint or electronic reproduction of any content from Cookie Jar in whole or in part for any other purpose is expressly prohibited without our prior written consent.

While we welcome your feedback, ideas, and suggestions, it is important to be aware of the following restrictions. If you send us feedback, ideas, or suggestions (collectively, "unsolicited ideas"), you agree that: (1) your unsolicited ideas become our property and you are not owed any compensation in exchange; (2) none of the unsolicited ideas contain confidential or proprietary information of any third party; (3) we may use or redistribute unsolicited ideas for any purpose and in any way; (4) there is no obligation for us to review your unsolicited ideas; and (5) we have no obligation to keep any unsolicited ideas confidential.

## DISCLAIMER REGARDING USE OF MOBILE DEVICES

Use of Cookie Jar may be available through a compatible mobile device, Internet and/or network access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider. WE MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

## DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

THE CONTENT AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH COOKIE JAR ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONTENT OR OPERATION OF COOKIE JAR. YOU EXPRESSLY AGREE THAT YOUR USE OF COOKIE JAR IS AT YOUR SOLE RISK.

WE MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT OF COOKIE JAR, AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE THROUGH COOKIE JAR IS FREE OF INFECTION FROM ANY VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, SURREPTITIOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION.

## ALERT DISCLAIMER

You understand and agree that any alerts provided to you through Cookie Jar may be delayed or prevented by a variety of factors. We do our best to provide alerts in a timely manner with accurate information. However, we neither guarantee the delivery nor the accuracy of the content of any alert. You also agree we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

## LIMITATIONS ON OUR LIABILITY

WE SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, ARISING IN WHOLE OR IN PART FROM YOUR ACCESS TO COOKIE JAR, YOUR USE OF COOKIE JAR OR THESE TERMS AND CONDITIONS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS AND CONDITIONS, OUR LIABILITY TO YOU FOR ANY CAUSE WHATEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO \$500.00 (FIVE HUNDRED UNITED STATES DOLLARS), EXCEPT TO THE EXTENT ARISING FROM GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR OTHER CAUSE FOR WHICH APPLICABLE LAW DOES NOT PERMIT SUCH LIMITATION.

WE ARE NOT LIABLE FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL LOSS, DAMAGE OR INCONVENIENCE ARISING OUT OF YOUR USE OF COOKIE JAR. WE RESERVE THE RIGHT TO CANCEL OR RESTRICT YOUR ACCESS TO COOKIE JAR WITHOUT NOTICE TO YOU. WE ARE NOT RESPONSIBLE FOR DAMAGES SUFFERED BY YOU OR ANY INCONVENIENCE CAUSED DIRECTLY OR INDIRECTLY BY OUR TERMINATION OF YOUR ACCESS TO COOKIE JAR.

TO THE FULLEST EXTENT PERMITTED BY LAW, WE WILL NOT ACCEPT OR HAVE ANY LIABILITY IN THE EVENT OF UNAUTHORIZED USE OF YOUR COOKIE JAR ACCOUNT, THE CONDUCT OF FRAUDULENT OR ILLEGAL ACTIVITIES VIA YOUR COOKIE JAR ACCOUNT, ANY INABILITY TO TRANSACT OR PROBLEMS

RELATED TO POOR INTERNET ACCESS, MOBILE DEVICE OR COMPUTER FAILURE OR OTHER COMMUNICATION ISSUES, OR ANY ISSUES RELATED TO THE TIMELY EXECUTION OF A PAYMENT, TRANSFER, DEPOSIT OR SIMILAR.

WHILE WE ENDEAVOR TO PROVIDE SECURE, FAULT-FREE ACCESS TO COOKIE JAR AT ALL TIMES, WE PROVIDE COOKIE JAR "AS-IS", AND IN NO EVENT WILL WE ACCEPT LIABILITY FOR ANY DIRECT, INDIRECT OR PUNITIVE DAMAGES BY OMISSION OR OTHERWISE AS A RESULT OF THE USE OF COOKIE JAR.

## **TERM AND TERMINATION**

Until your access to the Cookie Jar Platform is terminated by either you or us, these Terms and Conditions will remain in force.

If you want to terminate your Cookie Jar Account, you must notify us. You must also remove all funds from your Cookie Jar Account and remove the Funding Source Account from Cookie Jar.

If we terminate your account, we will provide you notice. You will be required to remove all funds from your Cookie Jar Account and remove the Funding Source Account from Cookie Jar. We will ensure any remaining funds in your Cookie Jar Account will be transferred to you.

## **GOVERNING LAW AND FORUM FOR DISPUTES**

These Terms and Conditions, and your relationship with us under these Terms and Conditions, shall be governed by the laws of the State of Wisconsin without regard to conflicts of law principles. Any dispute with us, or our officers, directors, employees, agents or affiliates, arising under or in relation to these Terms and Conditions shall be resolved exclusively through arbitration as set forth in the Section below, except with respect to imminent harm requiring temporary or preliminary injunctive relief in which case we may seek such relief in any court with jurisdiction over the parties. You understand that, in return for agreement to this provision, we are able to offer the Service at the terms designated. Your assent to this provision is an indispensable consideration to these Terms and Conditions.

## **AGREEMENT TO ARBITRATE**

Except for disputes relating to your or our or any of our affiliates' intellectual property (such as trademarks, trade dress, domain names, trade secrets, copyrights and patents); you agree that all disputes between you and us (whether or not such dispute involves a third party) arising out of or relating to these Terms and Conditions, Cookie Jar, and/or Privacy Policy shall be finally resolved by arbitration before a single arbitrator conducted in the English language in Madison, Wisconsin, U.S.A. under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and you and we hereby expressly waive trial by jury. You or we shall appoint as sole arbitrator a person mutually agreed by you and us or, if you and we cannot agree within thirty (30) days of either party's request for arbitration, such single arbitrator shall be selected by the AAA upon the request of either party. The parties shall bear equally the cost of the arbitration (except that the prevailing party shall be entitled to an award of reasonable attorneys' fees incurred in connection with the arbitration in such an amount as may be determined by the arbitrator). All decisions of the arbitrator shall be final and binding on both parties and enforceable in any court of competent jurisdiction. Notwithstanding this, application may be made to any court for a judicial acceptance of the award or order of enforcement. Notwithstanding the foregoing, we shall be entitled to seek injunctive relief, security or other equitable remedies from the United States

District Court of the Southern District of Wisconsin or any other court of competent jurisdiction. Under no circumstances shall the arbitrator be authorized to award damages, remedies or awards that conflict with these Terms and Conditions or to award punitive damages, including but not limited to pursuant to federal or state statutes permitting multiple or punitive awards.

Any claims brought by you or us must be brought in that party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Neither you or we will participate in a class action or class-wide arbitration for any claims covered by these Terms and Conditions. You hereby waive any and all rights to bring any claims related to these Terms and Conditions and Privacy Policy as a plaintiff or class member in any purported class or representative proceeding. You may bring claims only on your own behalf.

Notwithstanding any provision in these Terms and Conditions to the contrary, you and we agree that if we make any change to the arbitration procedures set forth herein (other than a change to any notice address or website link provided herein) in the future, that change shall not apply to any claim that was filed in a legal proceeding against us prior to the effective date of the change. Moreover, if we seek to terminate the arbitration procedures from these Terms and Conditions, such termination shall not be effective until 30 days after the version of these Terms and Conditions not containing the arbitration procedures is posted to the website and shall not be effective as to any claim that was filed in a legal proceeding against us prior to the effective date of removal.

These Arbitration provisions will survive the termination of Your relationship with us.

## **ENFORCEABILITY**

If any portion of these Terms and Conditions is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, these Terms and Conditions as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of these Terms and Conditions that is unlawful, void or unenforceable shall be stricken from these Terms and Conditions.

You agree that if we do not exercise or enforce any legal right or remedy which is contained in these Terms and Conditions, this will not be taken to be a formal waiver of our rights and that those rights or remedies will still be available to us.

All covenants, agreements, representations and warranties made in these Terms and Conditions shall survive your acceptance of these Terms and Conditions and the termination of these Terms and Conditions.

These Terms and Conditions represent the entire understanding and agreement between you and us regarding the subject matter of the same and supersede all other previous agreements.

## **INDEMNIFICATION**

By accepting these Terms and Conditions, you agree to indemnify and otherwise hold harmless us, our officers, employees, agents, subsidiaries, affiliates and other partners from any direct, indirect, incidental, special, consequential or exemplary damages resulting from; i) your use of Cookie Jar, ii) unauthorized access to or alteration of your communications with or through us or Cookie Jar, or iii) any other matter relating to us. Any business transactions that may arise between Users from their use of Cookie Jar are the sole responsibility of the Users involved. Without limitation of the terms and conditions set forth in

our Privacy Policy, you understand and agree that we and our affiliates may disclose personally identifiable information if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to comply with legal process, to enforce these Terms and Conditions, to effect transactions requested by you, or to protect the rights, property, or safety of us and our affiliates, Users, and the public.

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