

TERMS OF USE

General Terms

These terms of use are entered into by and between you and Almonds Money LLC (the “**Company**”). The following terms and conditions, together with any documents incorporated by reference (collectively, “**Terms of Use**”), govern your access to and use of the almonds.money website (the “**Website**”) and mobile application (the “**App**”) as owned and operated by the Company (collectively, the “**Services**”). References to “**We**”, “**Us**”, or “**Our**” shall be references to, by, or of the Company.

Please read the Terms of Use carefully before you start using the Services. These Terms of Use contain an agreement to arbitrate, which requires that you submit claims you have against the Company to binding and final arbitration. In accordance with the terms of arbitration set forth in these Terms of Use, (1) you will only be permitted to pursue claims against Company on an individual basis, not on a collective basis, and not as a plaintiff or class member in any class or representative action or proceeding, (2) you will only be permitted to seek certain limited relief on an individual basis, and (3) you may not be able to have any claims you have against the Company resolved by a jury or in a court of law.

By accepting electronically (clicking “I Agree”), installing, downloading, accessing, or using the Services, you accept and agree to be bound and abide by these Terms of Use (including our Privacy Policy, found at <https://almonds.money/privacypolicy> and any other documents incorporated by reference), as may be amended from time to time in the future by the Company. If you do not agree to these Terms of Use, the Privacy Policy, or any other documents incorporated by reference herein, you shall not, and are not permitted to, access or use the Services.

The Services are intended solely for users 18 years of age or older that reside in the United States and any use of the Services is governed by U.S. law. By using the Services, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. You may not use the Services and may not accept the Terms of Use if you are not at least 18 years of age.

The term “you” or “User” refers to either a visitor of the Website (a “**Visitor**”) or a registered user of the Services (a “**Customer**”).

Changes to Terms of Use

The Company may revise and update these Terms of Use from time to time in the Company’s sole discretion. All changes are effective immediately when the Company posts on the App or Website such changes and apply to all access and use of the Services thereafter. Your continued use of the Services following the posting of any revised or modified Terms of Use means that you accept and agree to such revisions or modifications.

Privacy and Personal Information

To access the Services, you will be asked to provide certain registration details and other information. It is a condition of your use of the Services that all the information you provide is correct, current, and complete. You agree that all information you provide (including personal and/or sensitive information) to register and use the Services is governed by our Privacy Policy <https://almonds.money/privacypolicy>. You consent to all actions we take with respect to your information in compliance with our Privacy Policy.

Description of the Company's Services

The Services include personal finance management services that allow Customers to connect their financial accounts, track spending habits, set personalized savings goals, and monitor their progress toward those goals. Customers may connect their financial accounts to the Services through third-party account aggregation providers to allow the Company to retrieve and display the Customer's transaction and account balance information. The Services are provided to Customers for a monthly Subscription Fee (as defined below, see Terms of Subscription herein). The Services are intended to assist Customers with financial awareness, goal-setting, and budgeting habits. The Company may use third-party service providers to assist in the provision of the Services, including for account aggregation, payment processing, identity verification, and cloud infrastructure. **Each Customer's personal finances are unique, and any information or tools obtained through the Company's Services may not be effective or appropriate for every Customer.**

Registration Information and Account Security

In order to use the Services, you will need to sign up for an account with the Company. The Company may require information to verify your identity, and the Company may make inquiries it considers necessary to do so. Such inquiries may include requests for your address, Social Security number, and/or additional steps to confirm your identity. **If you do not provide any of the requested information, and/or the Company cannot verify your identity, the Company may refuse to provide you with access to the Services.**

You acknowledge and agree that, if you enroll as a Customer, your account information is personal to you and you agree not to provide any other person with access to the Services. You agree to notify us immediately of any unauthorized access to or use of your username and/or password or any other breach of security.

The Company has 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 the Company's opinion, you have violated any provision of these Terms of Use.

By providing us with your email address, you agree to receive electronically all required notices via: (i) notifications to your email address or to your account from or through the Website or App, and/or (ii) hyperlinks included in emails to you from us.

The Company reserves the right to withdraw or amend its Services in its sole discretion. Company will not be liable if for any reason all or party of the Services are unavailable. From time to time, the Company may restrict your access, including Customer access, to some parts or all of the Services.

You are responsible for: (a) making all arrangements necessary for you to access the Services; and (b) ensuring that all persons who access the Services through your internet connection are aware of these Terms of Use and comply with them.

Account Information From Third Party Sites; Third Party Service Providers

Users may direct the Company to retrieve the User's certain personal information maintained by third parties such as bank records and financial information ("**Account Information**"). The Company is not responsible for reviewing the Account Information for any purpose, including, but not limited to accuracy.

The Company works with one or more service providers to access and process the Account Information in order to provide you with the Services. You consent to the Company's use of such third-party service providers and, as applicable, you agree to be bound by the terms of such third-party service providers.

Use of the Services; Prohibited Uses

Your right to access and use the Services is limited to you. You may not transfer your right to access and use the Services to any other person or entity. You may only use the Services for lawful purposes and in accordance with these Terms of Use.

Your use of the Services may be available through a mobile device. You agree that you are solely responsible for meeting any requirements to access the Services through your mobile device.

You may not:

- Use the Services 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 United States or other countries).
- Use the Services in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Services, including their ability to engage in real time activities through the Services.
- Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Services.
- Impersonate or attempt to impersonate the Company, a Company employee, another User, or any other person or entity.
- Engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by the Company, may harm the Company or users of the Services or expose them to liability.
- Use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including monitoring or copying any of the material accessible through the Services.
- Use any manual process to monitor or copy any of the material accessible through the Services, or for any other purpose not expressly authorized in these Terms of Use.

- Use any device, software, or routine that interferes with the proper working of the Services.
 - 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 Services, including any servers, computers, or databases connected to the Website or the App.
 - Attack the Services via a denial-of-service attack or a distributed denial-of-service attack. ●
- Otherwise attempt to interfere with the proper working of the Services.

If you fail to provide up-to-date Account Information, the accuracy and effectiveness of the Services will be limited. You represent that you are the legal owner of, and have authorization to provide the Company with the Account Information and other information necessary to facilitate your use of the Services.

You acknowledge that your access and use of the Services may be limited or interrupted from time to time. **In no event shall the Company be liable to any User (or any other party) for any loss, cost, or damage that results from any scheduled or unscheduled downtime of the Services.**

Your sole and exclusive remedy for any failure of the Services shall be for the Company to use commercially reasonable efforts to repair the Services.

Company is Not a Financial Planner, Broker, or Tax Advisor

The Company is not a financial planner, broker, or tax advisor, and neither the Company nor the Services are intended to provide legal, tax, or financial advice.

Reliance on Information Provided by the Services

The Company does not warrant the accuracy, completeness, or usefulness of the information presented through the Services. Any reliance that you place on such information is strictly at your own risk. The Company disclaims all liability and responsibility arising from any reliance placed on such materials by you, or by anyone who may be informed of any of its contents.

The Services includes content provided by or derived from third parties (including from third party service providers that you allow to access your Account Information).

All statements and/or opinions expressed in materials provided by third parties are solely the responsibility of the person or entity providing those materials. The Company is not responsible or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Terms of Subscription, Fees, and Online Purchases

By using and subscribing to the Services, you agree to the following terms of subscription (the “**Terms of Subscription**”):

The Services are provided to Customers for a monthly subscription fee. Customers may access the full features of the Services by enrolling in a monthly subscription plan (the “**Subscription**”). The fee for the Subscription is \$10.99 per calendar month (the “**Subscription Fee**”), which will be charged monthly (the “**Subscription Period**”) to the Customer’s payment method on file at the beginning of each Subscription Period. The Company uses a third-party payment processor to facilitate billing.

Subject to the Terms of Subscription herein, the Subscription Fee or portions of the Subscription Fee may be refunded to the Customer upon the Customer’s achievement of certain predetermined savings and budget milestones as communicated to the Customer on the App or Website during the applicable Subscription Period. Customers who meet the savings and budgeting goals established within their account during a given Subscription Period may be eligible to receive a full refund of the Subscription Fee for that Subscription Period, subject to the Company’s verification of the applicable account activity. The criteria for eligibility for a refund and the process by which refunds are issued (the “**Refund Terms**”), will be communicated to Customers within the App or Website. The Company reserves the right to modify the Subscription Fee, the Subscription Period, and/or the Refund Terms immediately upon notice to Customers (App notification being sufficient). A Customer may cancel his or her Subscription at any time by following the cancellation instructions within the App or Website or by contacting the Company at support@almonds.money; cancellation will take effect at the end of the then-current Subscription Period, and no partial-period refunds will be issued except as otherwise provided herein. For instructions on the deletion of your account, please see Deletion of Account below.

All fees relating to the Services or purchases through the Website or the App are governed by the Terms of Subscription, which govern any such purchases of goods or services and/or at the creation of a Customer account. Additional terms and conditions may apply to specific purchases or specific portions, services, or features of the Services. All such additional terms and conditions are hereby incorporated by this reference into the Terms of Subscription.

Company’s Rights to Your Information

You hereby license any information you provide to Company (“**User Information**”) for the purpose of providing the Services. Company may use and store such information in accordance with these Terms of Use (including the Company’s Privacy Policy).

You represent and warrant that you have authorization to provide the Company with the User Information, including any Account Information. By using the Services, you expressly authorize the Company to access your Account Information.

In order to provide our Services, the Company will need to interact with third-party service providers. You consent to the Company’s use of such third-party service providers and agree to be bound by the terms of such third-party service providers, including but not limited to the following third-party Terms of Use: <https://plaid.com/legal/#consumers> and <https://aws.amazon.com/service-terms/>.

Intellectual Property Rights

The contents of the Website and the App, including their 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 U.S. 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 solely for your personal, non-commercial use. Any distribution, reprint, or electronic reproduction of any content from the Services, in whole or in part for any other purpose, is expressly prohibited without the Company's prior written consent. No right, title, or interest in or to the Website, the App, or any content thereof is transferred to you, and all rights not expressly granted under these Terms of Use are reserved by the Company. Any use of the Services not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other intellectual property laws.

The Company name, the term ALMONDS MONEY, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its licensors. You shall not use the Company's trademarks without the prior written consent of the Company.

Linking to Website and Social Media Features

You may link to the Company's homepage, provided that you do so in a way that is legal and does not damage the Company's reputation or take advantage of it. You agree not to establish a link in a way that suggests any form of association, approval, or endorsement by the Company.

The Company may provide certain features on various social media platforms that enable online sharing and collaboration among Users and Customers. You may use these features solely as they are provided. Any content you post, such as pictures, information, opinions, or any personal information that you make available via such social media platforms is subject to the applicable terms of use of those platforms.

Disclaimer of Warranties

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR ITEMS OBTAINED FROM THE WEBSITE OR APP OR YOUR DOWNLOADING OF ANY MATERIAL THEREFROM.

YOUR USE OF THE WEBSITE, THE APP, AND THE SERVICES OR ANY ITEMS OBTAINED THROUGH THE WEBSITE OR APP ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH

RESPECT TO THE COMPLETENESS, SECURITY RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, THE APP, THE SERVICES, OR ANY ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE, THE APP, OR THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation of Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, THE APPLICATION, ANY CONTENT ON SUCH WEBSITE OR APPLICATION, OR THE SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

IN NO EVENT SHALL THE COMPANY'S LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OF USE, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED \$100.00 OR THE TOTAL AMOUNTS PAID BY THE CUSTOMER TO THE COMPANY, WHICHEVER IS LESS.

Indemnification

You agree to defend indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website and the App,

including, but not limited to, any use of the Services other than as expressly authorized in these Terms of Use, or your use of any information obtained from your use of the Services.

Deletion of Account; Termination of Terms of Use

These Terms of Use shall continue to apply until terminated by you or the Company.

You may terminate these Terms of Use by terminating your account on the App by logging into your account with the Company, navigating to the bottom of the account page in the App, and selecting “delete account” where prompted. The Company will close and delete your account, and your ability to log in shall be deactivated immediately.

The Company may, at its sole discretion, suspend or terminate your account and these Terms of Use at any time. You acknowledge and agree that the Company may immediately suspend, deactivate, or delete your account and all related information and files in your account. You agree that the Company shall not be liable to you or any third party for any suspension or termination of access to the services.

Once your account is deleted, the Company shall keep or destroy your personal information in accordance with the Company’s Privacy Policy and the Retention of Data provisions therein (<https://almonds.money/privacypolicy>).

Arbitration Agreement

Arbitration: THESE TERMS OF USE, AND ALL ACTIONS, CAUSES OF ACTION, OR CLAIMS OF ANY KIND (WHETHER AT LAW, IN EQUITY, IN CONTRACT, IN TORT, OR OTHERWISE) THAT MAY BE BASED UPON, ARISE OUT OF, OR RELATE TO THESE TERMS OF USE, OR THE NEGOTIATION, EXECUTION, OR PERFORMANCE OF THESE TERMS OF USE SHALL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT. Any arbitration will be conducted by the American Arbitration Association under the rules of the American Arbitration Association, which are available at www.adr.org. Payment of all filing, administration, and arbitrator fees and costs will be governed by the American Arbitration Association’s rules. The decision of the arbitrator shall be final and not appealable, and judgment on the arbitration award may be entered in any court having jurisdiction thereof.

Notice of Claims: You must notify us in writing within two years of any dispute arising out of these Terms of Use. Notice shall be sent to Almonds Money LLC at 6125 Luther Lane #584, Dallas, TX, 75225 or may be submitted via email to support@almonds.money. The notice must describe (a) your relationship with the Company, (b) the facts supporting your allegations, and (c) the claims you are asserting against the Company. The Company shall have 60 days to attempt to resolve the dispute before you may proceed to file an arbitration matter.

Class Action and Collective Basis Waiver: YOU AND THE COMPANY AGREE THAT ANY AND ALL DISPUTES MUST BE BROUGHT IN THE PARTIES’ INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AGREE THAT YOU AND THE COMPANY EACH WAIVE THE RIGHT TO FILE A LAWSUIT AND THE RIGHT TO TRIAL BY JURY. YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION, TO

LITIGATE ON A CLASS ACTION BASIS, OR TO ARBITRATE ON A COLLECTIVE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED ALL THE FOREGOING RIGHTS.

Injunctive Relief: Nothing in this Section (Arbitration Agreement) shall prevent either Party from seeking temporary or preliminary injunctive relief in a court of competent jurisdiction to protect its Confidential Information or intellectual property pending final resolution of the dispute in arbitration.

Survival: This Section (Arbitration Agreement) shall survive the expiration, termination, or rescission of these Terms of Use.

Governing Law

These Terms of Use, and all actions, causes of action, or claims of any kind (whether at law, in equity, in contract, in tort, or otherwise) that may be based upon, arise out of, or relate to these Terms of Use, or the negotiation, execution, or performance of these Terms of Use shall be governed by and construed in accordance with the laws of the State of Texas, including Texas laws relating to applicable statutes of limitation, without regard to applicable conflicts of laws provisions or principles of comity which would cause this Agreement to be interpreted or governed by the applicable law of any state other than the State of Texas.

Forum Selection

TO THE EXTENT THAT A DISPUTE IS NOT RESOLVED THROUGH ARBITRATION, THE PARTIES VOLUNTARILY AND IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF TEXAS AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN DALLAS COUNTY, TEXAS, OVER ANY DISPUTE BETWEEN OR AMONG THE PARTIES RELATED TO OR ARISING OUT OF THIS AGREEMENT, AND EACH PARTY IRREVOCABLY AGREES THAT ALL SUCH CLAIMS IN RESPECT OF SUCH DISPUTE SHALL BE HEARD AND DETERMINED EXCLUSIVELY IN SUCH COURTS. THE PARTIES HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURTS AND HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH DISPUTE RELATED TO OR ARISING OUT OF THIS AGREEMENT BROUGHT IN SUCH COURT OR ANY DEFENSE OF INCONVENIENT FORUM FOR THE MAINTENANCE OF SUCH DISPUTE. EACH PARTY AGREES THAT A JUDGMENT IN ANY SUCH DISPUTE MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

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 by 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.

Feedback

The Company shall own all right, title, and interest in and to any feedback about the Services that you provide to the Company. Pursuant to these Terms of Use, you hereby assign to the Company all right, title, and interest in and to any feedback you provide to the Company.

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