

# **TOMO**

## **Terms and Conditions**

**November 2025 Update**

The following terms of service are terms of a legal agreement (the "Agreement") between you ("you", "your", or "user") and Tomocredit, Inc., its subsidiaries, affiliates, agents and assigns ("Tomocredit", "Tomo", "we", "us", or "our") which sets forth the terms and conditions ("Terms") for your use of Tomocredit's Application ("Tomocredit App") and Tomocredit's website, TomoBoost, Tomocredit.com, as well as the products and services offered, operated or made available by Tomocredit through the Tomocredit App TomoCredit Website and, its related websites and app (collectively, the "Services"). "Website" means [www.TomoCredit.com](http://www.TomoCredit.com) and other internet sites operated by TomoCredit Inc. that convey its products and services. "Us" or "our" refers to TomoCredit, Inc., and its business. "You" or "your" means the user of our Website. The Tomocredit App, website and Services are owned and operated by Tomocredit, and are being provided to you expressly subject to this Agreement. By accessing, inquiring, browsing and/or using the Tomocredit App, [Tomocredit.com](http://Tomocredit.com), [TomoBoost.com](http://TomoBoost.com), or the Services, you acknowledge that you have read, understood, and agree to be bound by the Terms of this Agreement and to comply with all applicable laws and regulations. The Terms of this Agreement, as further described in Section 1 below, form an essential basis of the bargain between you and Tomocredit, and this Agreement governs your use of the Tomocredit App, Tomocredit.com and the Services.

**THIS AGREEMENT INCLUDES, AMONG OTHER THINGS, A BINDING ARBITRATION PROVISION GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"). BY ENTERING INTO THIS AGREEMENT AND USING ANY TOMOCREDIT SERVICES (INCLUDING BUT NOT LIMITED TO TOMOBOOST, TOMOCREDIT CARDS, OR ANY OTHER CURRENT OR FUTURE SERVICES OFFERED), YOU AND TOMOCREDIT EXPRESSLY AGREE THAT ANY AND ALL DISPUTES WILL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, ON AN INDIVIDUAL BASIS, AND NOT IN COURT. BY ACCEPTING THIS AGREEMENT, YOU AND TOMOCREDIT WAIVE THE RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION, OR ANY OTHER REPRESENTATIVE PROCEEDING. THIS ARBITRATION AGREEMENT APPLIES TO ALL CLAIMS OR DISPUTES, WHETHER ARISING BEFORE, DURING, OR AFTER YOUR RELATIONSHIP WITH TOMOCREDIT, AND SHALL SURVIVE TERMINATION OF THIS AGREEMENT. PLEASE REFER TO SECTION 11 BELOW FOR THE FULL ARBITRATION PROVISION, INCLUDING DETAILS ON THE CLASS ACTION WAIVER.**

**BY ACCESSING, BROWSING, OR USING THE TOMOCREDIT APP, [TOMOCREDIT.COM](http://TOMOCREDIT.COM), [TOMOBOOST.COM](http://TOMOBOOST.COM), OR ANY OF OUR SERVICES, YOU AGREE TO BE BOUND BY THIS AGREEMENT AND ALL INCORPORATED APPENDICES AND POLICIES, INCLUDING**

**PRIVACY POLICY, WHICH ARE PART OF AND FULLY INCORPORATED INTO THESE TERMS AND CONDITIONS. THE APPENDICES INCLUDE, WITHOUT LIMITATION:**

- [\*\*APPENDIX 1: DISCLOSURES & TERMS OF USE\*\*](#)
- [\*\*APPENDIX 2: E-SIGN DISCLOSURE AND CONSENT\*\*](#)
- [\*\*APPENDIX 3: COOKIE POLICY\*\*](#)

**PLEASE REFER TO APPENDICES (Hyperlinked and available BELOW FOR MORE INFORMATION.**

## **1. ACCEPTANCE OF AGREEMENT**

Please carefully review this Agreement before accessing, using, or browsing the TomoCredit App, TomoCredit.com, the Services, or any data available thereon. If you do not agree to these Terms, you may not access or use the TomoCredit App, TomoCredit.com, [Tomoboost.com](#) or the Services.

**By accessing, browsing, or signing up to use a TomoCredit account or Services through TomoCredit.com, TomoCredit's APIs, the TomoCredit Application, TomoBoost, or any other TomoCredit website or services in any format, you confirm that you have read, understood, and accepted all of the terms and conditions contained in this Agreement, including our Privacy Policy, Cookie Policy, Prohibited Use Policy, E-Sign Disclosure and Consent Policy, and the arbitration agreement as set out in this Agreement and its appendices and on Tomo's Website.**

To use the TomoCredit App, TomoCredit.com, or the Services, and to accept this Agreement, you must:

- (i) Be a legal resident of the United States;
- (ii) Be of legal age to form a binding contract with TomoCredit; and
- (iii) Not be prohibited by law from using the TomoCredit App, our website at TomoCredit.com, or the Services.

By using and continuing to use our Services and website, you agree to comply with all Tomo policies, including the Tomo Privacy Policy, Cookie Policy, and the disclosures, obligations, and policies outlined in this Agreement and its appendices.

## **2. MODIFICATION OF THIS AGREEMENT**

Tomocredit reserves the right to and may amend this Agreement at any time unilaterally and will notify you of any such changes by posting the revised Agreement on its website, Tomocredit.com and/or providing a copy to you (a "**Revised Agreement**"). All changes shall be effective upon posting. We will date the Terms with the last day of revision. Your continued use of the Tomocredit App, Tomocredit.com or the Services after the posting of a Revised

Agreement constitutes your acceptance of such Revised Agreement and you will be bound by any changes to the Agreement. Tomocredit may terminate, suspend, change, or restrict access to all or any part of the Tomocredit App, Tomocredit.com or the Services without notice or liability. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services and close your account (as defined below). In the event of any conflict between this Agreement and any other agreement you may have with TomoCredit, the terms of this Agreement shall control.

### **3. PRIVACY AND COOKIE POLICY**

Tomocredit maintains a Privacy Policy and Cookie Policy, and it details how we handle and protect data. We fully incorporate our Privacy Policy and Cookie Policy and other policies posted on our website into this Agreement. Note that we reserve the right to update the Privacy Policy, Cookie Policy and other policies posted on our Website at our sole discretion, and that any changes made to our Privacy Policy are effective when the updates are live on our website, Tomocredit.com. Your use and continued use of the Tomocredit App, Tomocredit.com or the Services constitutes your acceptance of such policies and you will be bound by any changes to these policies.

### **4. MINIMUM TECHNOLOGY REQUIREMENTS TO ACCESS SERVICES**

To access and use the Tomocredit App and Services, you must have a computer with an Internet connection (PCs should be running Windows 7 or higher and Internet Explorer 10 or higher, Chrome, or Firefox; Macs should be running OSX and Safari, Chrome, or Firefox) or mobile device with access to the Internet running either Apple iOS 10.3 or higher, or Android 4.1 or higher. You must also have a valid email address and sufficient storage space to install any required TomoCredit Application. Tomocredit's Apps are available on the Apple App Store (for Apple devices) and Google Play Store (for Android devices) and a Progressive Web Application is available on Tomocredit's website.

### **5. USER INFORMATION ACCURACY AND UPDATES**

To access Tomocredit's Services, you must create a Tomocredit App user account with Tomocredit. This process will include creation of a Login ID and password to access the Tomocredit App and the Services. When you sign up for a user account, you agree to provide accurate, current and complete information—such as your name, mailing address, and email address –as may be prompted by any registration forms available through the Tomocredit App, in connection with the Services or as otherwise requested by Tomocredit for such information (“User Information”). You further represent that you are a legal owner of, and that you are authorized to provide us with, all User Information and other information necessary to facilitate your use of the Tomocredit App and Services.

In order to use certain Services, Tomocredit may be required to verify your identity. You authorize us to make any inquiries we consider necessary to validate your identity. If you do not

respond to such inquiries or we cannot verify your identity, we can refuse to allow you to use the Tomocredit App and/or Services.

Should any of your User Information change, you agree that you will update this information as soon as possible. To update your User Information, you may go to the Profile section of the Tomocredit App, click on “Settings,” and update your User Information accordingly.

Should you believe or have reason to believe that any of your User Information, including your Login ID and/or password, has been compromised, or that another person is accessing your user account through some other means, you agree to notify us as soon as possible at [help@Tomocredit.com](mailto:help@Tomocredit.com).

**You authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full. This is an identity check only.**

We reserve the right at all times to monitor, review, retain, and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process, or governmental request. Further, you authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to TomoCredit or its service provider for as long as you have a TomoCredit account. This information will be used solely to help us identify you or your wireless device and to prevent fraud.

## **6. THIRD PARTY BANKING ACCOUNT INFORMATION**

To use the Services, you may direct Tomocredit to retrieve your account transaction history, balance information, and/or other information maintained by third parties with which you have relationships, maintain accounts or engage in financial transactions (“Third Party Account Information”). Tomocredit works with one or more third party service providers to access this Third Party Account Information. We will use this information to provide you with the Services you request, for our own internal business purposes and to offer you other Tomocredit products and services that may be of interest to you.

By using the Services, you authorize Tomocredit to access this information maintained by identified third parties, on your behalf as your agent, and you expressly authorize such third parties to disclose your information to us.

By agreeing to this Agreement, you are also agreeing that you are responsible for keeping any passwords and usernames you provide to us so we can retrieve this Third Party Account Information secure, and for keeping those passwords and usernames up to date in the Tomocredit App. Tomocredit does not review the Third Party Account Information for accuracy,

legality or non-infringement, and Tomocredit is not responsible for your Third Party Account Information or products and services offered by or on third party sites.

You acknowledge that any Third Party Account Information that is displayed through the Services will be the information we most recently accessed, and that this information may not reflect pending transactions or other recent activity.

If you grant a third-party application or service access to your Third Party Account Information through Tomocredit's Services, you acknowledge that such permissions do not relieve you of your responsibilities under this Agreement. You further agree that Tomocredit is not responsible for any actions, errors, or omissions by third-party applications or services with access to your Third Party Account Information.

## 7. CONTENT POLICY

**7.1 Your Content:** Some TomoCredit Services may allow you to share your own content (for example, text, images, video, graphics, audio, or other materials, collectively referred to as "Your Content"). By sharing Your Content through our Services, you represent and warrant that you own and control all intellectual property rights to Your Content, or that you have the necessary license or rights to use and share the content, and that Your Content complies with all applicable laws. We reserve the right to remove Your Content at our sole discretion, without notice and without liability.

**7.2 Content Policy:** You agree that all of Your Content shared on our Services must comply with all applicable policies related to your use of TomoCredit Services, features, or products, including our Content Policy. If Your Content violates these policies, we may remove it without prior notice. When sharing Your Content on our Services, you may be required to provide disclosures, labels, or categorization for Your Content. Failure to do so accurately may result in Your Content being removed. We also reserve the right to label, categorize, or allow other users to label or categorize Your Content. The way Your Content is labeled or categorized may affect how it is displayed by our Services.

**7.3 Content Moderation:** TomoCredit takes a simple approach to content moderation. We follow local laws wherever we operate and use the spirit of the First Amendment to the United States Constitution as our guide for determining what type of legal speech is allowed globally. This means: (i) if content is illegal in a jurisdiction in which we operate, we may remove it globally or locally, depending on the circumstances; (ii) if content is unprotected under the First Amendment, we will remove it globally; and (iii) if an app store requires us to remove content to adhere to their guidelines, we will comply as necessary. In practice, this means that you must keep your content legal, ensure it does not facilitate phishing, fraud, sale of narcotics or controlled substances, unlawful gambling, or violence, and that it does not engage in doxxing or impersonation. You must not submit sponsored content or infringe on intellectual property rights. Violations

of these policies may result in the removal of Your Content, access restrictions, or termination of your account.

**7.4 License to Use Your Content:** When you share Your Content through our Services, you retain your intellectual property rights in Your Content but grant us the following license to use it. By using our Services, you grant TomoCredit a worldwide, non-exclusive, royalty-free, sublicensable, perpetual, and transferable license to host, publish, display, perform, reproduce, copy, distribute, communicate, modify, reformat, translate, or otherwise use Your Content (including text, images, video, graphics, audio, files, communications, and any other content you provide) to operate, improve, develop, and promote our Services.

**7.5 DMCA:** If you believe content on TomoCredit violates your intellectual property rights, you agree to submit a notice of claimed intellectual property infringement using the procedures described on our Content Removals page. TomoCredit complies with the Digital Millennium Copyright Act ("DMCA") and will respond to properly submitted notifications of claimed copyright infringement in accordance with our DMCA procedures. Repeat infringers may have their TomoCredit account disabled.

## 8. LIABILITIES & INDEMNIFICATION

**8.1 Disclaimer of Warranties:** TomoCredit provides its Website and Services on an "as is" and "as available" basis. To the fullest extent permitted by applicable law, TomoCredit disclaims all warranties, express or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. TomoCredit does not guarantee that access to its website, services, or any materials contained therein will be uninterrupted, timely, secure, or error-free, nor does it guarantee the accuracy or reliability of any information provided. You acknowledge that you have not relied upon any other statement or understanding, whether written or oral, in connection with your use of the TomoCredit Website or Services except as expressly provided in this Agreement.

**8.2 Release of Liability:** If you have a dispute with one or more users of TomoCredit's Services, and/or TomoCredit, you hereby agree and unconditionally release and forever discharge TomoCredit, its past or present affiliates, divisions, predecessors, subsidiaries, parent companies, officers, directors, members, managers, partners, employees, independent contractors, insurers, advisors, agents, representatives, attorneys, successors-in-interest, and assigns, as well as any person or entity acting on TomoCredit's respective behalf or otherwise under TomoCredit's direction or control, from any and all claims, liabilities, obligations, demands, actions, causes of action, damages, or losses arising out of or related to your use of TomoCredit's Services or Website.

**8.3 Indemnification:** You agree to indemnify and hold TomoCredit, its affiliates and service providers, and each of its or their respective officers, directors, agents, joint venturers, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to your breach of this Agreement or your violation of any law, rule or regulation, or the rights of any third party.

**8.4 Limitation of Liability:** To the fullest extent permitted by law, TomoCredit, its affiliates, and service providers, as well as their respective officers, directors, agents, employees, and representatives, shall not be liable for:

**8.4.1.1** Any indirect, incidental, special, punitive, or consequential damages, including but not limited to loss of profits, loss of data, loss of goodwill or reputation, or business interruptions, even if advised of the possibility of such damages;

**8.4.1.2** Any damages arising out of or relating to inaccuracies, errors, or omissions in our Services, interruptions in service, viruses, glitches, or bugs, or unauthorized access to your account;

**8.4.1.3** Any delays or failures in processing electronic transactions.

In no event shall TomoCredit's aggregate liability exceed the total amount of fees paid by you to TomoCredit during the six (6) months immediately preceding the event giving rise to the claim. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages. In such cases, the above limitations may not apply to you, and you may have additional rights.

## **9. COMMUNICATION CONSENT**

By using TomoCredit's Services, you expressly consent and authorize TomoCredit, its affiliates, agents, service providers, contractors, assistants, and anyone acting on its behalf to contact you by telephone (including via text messages, automated or prerecorded calls), email, or other communication methods for any purpose related to your account, use of the Services, or for marketing and informational purposes. Such communication may occur at any time, including during business hours, evenings, weekends, and holidays, and may include the use of an automated telephone dialing system or prerecorded voice messages.

You confirm that the mobile number and email address provided to TomoCredit are true, accurate, and that you are the current subscriber or authorized user of the number or address provided. You understand that message and data rates may apply and that consent to receive automated calls and messages is not a condition of using TomoCredit's Services.

You may revoke your consent at any time by contacting TomoCredit at [help@tomocredit.com](mailto:help@tomocredit.com) or utilizing opt-out mechanisms provided in the communication itself. However, revocation of

consent may limit TomoCredit's ability to provide certain Services or notifications. Note that opting out of one text program does not automatically unsubscribe you from other text programs. You must opt out of each program individually.

TomoCredit will comply with applicable federal, state, and local laws, including the Telephone Consumer Protection Act (TCPA). To ensure compliance, TomoCredit will honor all opt-out requests promptly and will not charge fees for opting out of communications. TomoCredit, carriers, and service providers are not responsible for any delays or undelivered messages caused by carrier issues or service interruptions. By providing your phone number and email address, you agree to promptly update your contact information if it changes to ensure continued communication with TomoCredit. If you provide an incorrect or unauthorized phone number or email address, you agree to indemnify, defend, and hold harmless TomoCredit for any claims, losses, liabilities, or damages (including reasonable attorneys' fees) arising from such actions. TomoCredit does not share opt-in consent for text messages with third parties, except for telecommunications technology providers who assist in delivering such messages, as outlined in our Privacy Policy. If you have questions or need additional support, you can contact us via email at [help@tomocredit.com](mailto:help@tomocredit.com)

## **10. REFUNDS, CANCELLATION AND RELATED PROVISIONS**

**10.1 Refund:** No refund. Since your purchase is 100% digital product, it is deemed "used" after signing up, and all purchases made from the site are non-refundable.

**10.2 Cancellation:** For a Monthly Program membership at any time for any reason with 5 business days' notice to us, with notice effective on the business day following the day that you notify us of cancellation, in which event your membership and access to Monthly Program Enrollment and benefits will terminate effective 5 business days after the effective date of your notice of cancellation to us. For an Annual Program membership at any time for any reason with 30 business days' notice to us, with notice effective on the business day following the day that you notify us of cancellation, in which event your membership and access to Monthly Program Enrollment and benefits will terminate effective 30 business days after the effective date of your notice of cancellation to us.

**10.3 Upgrade:** You are eligible to upgrade anytime during your membership period. No refund. Since your purchase is 100% digital product, it is deemed "used" after signing up, and all purchases made from the site are non-refundable.

**10.4 Rejoin:** If you cancel your membership in a Monthly or Annual Program and wish to become a member again, you must re-enroll at the latest pricing, subject to any applicable terms, conditions, limitations, and restrictions.

## **11. DISPUTE RESOLUTION AND ARBITRATION**

- 11.1 **Arbitration:** Read this provision carefully and understand that it limits your Rights in the Event Of A Dispute Between You And Us. You Understand That You Have The Right To Reject This Provision As Provided In Sections below.
- 11.2 **Informal Process First:** You agree that in the event of any dispute between you and TomoCredit, you will first contact TomoCredit and make a good faith sustained effort to resolve the dispute before resorting to arbitration under this Section. You can contact us via email at [help@tomocredit.com](mailto:help@tomocredit.com).
- 11.3 **Binding Arbitration:** You and TomoCredit agree that any and all disputes, claims, or controversies of any kind (collectively, a “Dispute”) arising out of or relating in any way to (i) your access to or use of TomoCredit’s Services (including, without limitation, any and all Services provided by TomoCredit now or in the future, such as TomoBoost, TomoCredit cards, or any other product, program, or offering), (ii) the TomoCredit platform or website, (iii) any communications you receive from TomoCredit, (iv) the Terms of Use, Terms & Conditions or this Agreement (including prior versions and as amended from time to time), or (v) TomoCredit policies (including but not limited to the Privacy Policy and Cookie Policy), shall be resolved exclusively through binding arbitration administered in accordance with the Federal Arbitration Act (“FAA”), and not in a court of law. Notwithstanding the above, you and TomoCredit may: (a) assert claims in small claims court if such claims qualify and remain in small claims court; and (b) seek equitable relief in court for infringement or misuse of intellectual property rights, including but not limited to trademarks, copyrights, patents, trade secrets, trade dress, and domain names. This Arbitration Agreement shall survive the termination of your relationship with TomoCredit and continue to govern any disputes thereafter. This Arbitration Agreement also applies to disputes that arise or involve facts occurring before the existence of the terms of this Agreement or any prior versions of the Agreement and its terms, as well as claims that may arise after the termination of this Agreement.
- 11.4 **No Judge or Jury:** There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Terms as a court would.
- 11.5 **Arbitrator and Rules:** The Agreement evidences a transaction involving interstate commerce; therefore, notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. The arbitration will be administered by the American Arbitration Association (“AAA”), in accordance with the Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by this section of this Arbitration Agreement. The arbitration will be conducted before a neutral single arbitrator, whose decision will be final and binding. These rules can be found on the AAA website at [www.adr.org](http://www.adr.org).

- 11.6 **Confidentiality:** All aspects of the arbitration, including but not limited to the proceedings, communications, documents exchanged or produced in the arbitration, and the arbitrator's decision or award, shall be strictly confidential and shall not be disclosed to any third party, except as required by law, necessary to enforce the arbitration award, or agreed upon in writing by all parties. Each party agrees to maintain the confidentiality of such information and to limit access to only those individuals who have a legitimate need to know for the purposes of the arbitration.
- 11.7 **Starting an Arbitration:** To begin an arbitration proceeding, you must first send us a written notice of dispute ("Notice") setting forth your name, address, and contact information, the facts of the dispute, and the relief requested. You must send your Notice to: [help@tomocredit.com](mailto:help@tomocredit.com). You and TomoCredit agree to wait sixty (60) days after the Notice is received before commencing arbitration, during which time both parties will act in good faith to resolve the dispute informally. If the dispute is not resolved within that period, either party may then initiate arbitration.
- 11.8 **Format of Proceedings:** The arbitration shall be conducted, at the option of the party seeking relief, by telephone, online, or based solely on written submissions.
- 11.9 **Fees:** If you initiate arbitration, your arbitration fees will be limited to the filing fee set forth in the AAA's Consumer Arbitration Rules. Unless the arbitrator finds the arbitration was frivolous or brought for an improper purpose, TomoCredit will pay all other AAA and arbitrator's fees and expenses.
- 11.10 **Individual Basis.** To the fullest extent permitted by applicable law, you and TomoCredit each agree that any dispute resolution proceeding will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, you and TomoCredit each waive any right to a jury trial. As a result, **PROCEEDINGS TO RESOLVE OR LITIGATE A DISPUTE IN ANY FORUM WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS.**
- 11.11 **Limitation Period:** In no event shall any claim, action or proceeding by you or TomoCredit be instituted more than one (1) year after the cause of action arose.
- 11.12 **Enforcement:** Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The United Nations Conventions on Contracts for the International Sale of Goods shall have no applicability.
- 11.13 **Opt-Out Of Arbitration Provision:** You may opt out of this Arbitration Provision only by sending a written notice ("Opt-Out Notice") to TomoCredit by both email to [help@TomoCredit.com](mailto:help@TomoCredit.com) and by physical mail to TomoCredit, Inc., Attn: Arbitration Opt-Out, PO BOX 194807, San Francisco, CA 94119, within thirty (30) days of the date of your electronic acceptance of this Agreement. The Opt-Out Notice must clearly state that you are rejecting arbitration, identify this Agreement by date, include your full legal name, current address, and the last four digits of your Social Security Number, and bear your handwritten

signature. To be effective, TomoCredit must receive both the email and mailed copy within the thirty (30) day period. Any notice not meeting these requirements, including notices sent by only one method, received late, or submitted by an unauthorized third party, will be invalid, and you will remain bound by this Arbitration Provision.

- 11.14 **No Class Actions.** No arbitration shall proceed on a class, representative, or collective basis (including as private attorney general on behalf of others), even if the claim or claims that are the subject of the arbitration had previously been asserted (or could have been asserted) in a court as class representative, or collective actions in a court. Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (a) determine the rights, obligations, or interests of anyone other than a named party, or resolve any claim of anyone other than a named party; nor (b) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this section on “no class actions”, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable.
- 11.15 **Waiver of Right to Litigate:** The parties acknowledge and agree that they have the right to bring claims in a court of law and to have those claims decided by a judge or jury. However, by agreeing to this Arbitration agreement and these terms and upon the election of arbitration by either party, each party knowingly, voluntarily, and irrevocably waives any and all rights to a trial by judge or jury in any court proceeding. All claims or disputes subject to this Arbitration Provision shall be resolved exclusively through binding arbitration on an individual basis, and no judge or jury will preside over the arbitration.
- 11.16 **Authority of Arbitrator.** The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in the subsection entitled “Batch Arbitration.” The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. This means that, among other things, you and we agree that an arbitral award shall have no preclusive effect in any other proceeding involving other

parties. Judgment on the arbitration award may be entered in any court having jurisdiction. In any award of damages, the arbitrator shall abide by the Liabilities and Indemnification Section and limitation of liability provision section of this Agreement.

11.17 **Attorneys' Fees and Costs.** The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or Tomocredit need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Informal Process specified above, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

11.18 **Batch Arbitration:** To increase the efficiency of administration and resolution of arbitrations, you and TomoCredit agree that, in the event there are one hundred (100) or more individual arbitration demands of a substantially similar nature filed against TomoCredit by or with the assistance of the same law firm, group of law firms, or organizations within a thirty (30) day period (or as soon as reasonably possible thereafter), the AAA shall (1) administer the arbitration demands in batches of 100 cases per batch (plus, to the extent there are fewer than 100 cases left over, a final batch consisting of the remaining cases); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) at a location determined by the arbitrator, and one final award for each batch ("Batch Arbitration"). All parties agree that arbitration demands are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the applicability of the Batch Arbitration process, the disagreeing party shall notify the AAA, which shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("Administrative Arbitrator"). To expedite resolution of such disputes, the Administrative Arbitrator may establish procedures as necessary to resolve any disagreements promptly, and TomoCredit shall pay the Administrative Arbitrator's fees. You and TomoCredit agree to cooperate in good faith with the AAA to implement the Batch Arbitration process, including the payment of single filing and administrative fees for batches of cases, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in resolving discovery disputes; and (2) the

adoption of an expedited calendar for the arbitration proceedings. This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective, or mass arbitration, or any arbitration involving joint or consolidated claims, under any circumstances, except as expressly set forth in this provision.

11.19 **Modification:** Notwithstanding any provision in this Agreement to the contrary, we agree that if TomoCredit makes any future material change to this Arbitration Agreement, it will notify you by posting it on its website and/or providing you with a copy. Your continued use of the TomoCredit Website and/or Services, including the acceptance of products and services offered on the TomoCredit Website following the posting of changes to this Arbitration Agreement, constitutes your acceptance of any such changes.

## 12. DATA PROTECTION AND SECURITY

12.1 **Personal Data:** You acknowledge that we may process personal data in relation to you (if you are an individual) and personal data that you have provided or may provide to us in the future in relation to your employees or other associated individuals, in connection with this Agreement or the TomoCredit Services. Accordingly, you represent and warrant that: (i) Your disclosure to us of any personal data relating to individuals other than yourself has been or will be made in compliance with all applicable data protection and privacy laws, and such data are accurate, up-to-date, and relevant when disclosed; (ii) Before providing any such personal data to us, you have read and understood our Privacy Policy and, in the case of personal data relating to an individual other than yourself, have provided (or will at the time of disclosure provide) a copy of that Privacy Policy (as amended from time to time) to that individual; and (iii) If we provide you with an updated version of the Privacy Policy, you will promptly review it and provide a copy to any individual whose personal data you have disclosed to us.

12.2 **Security Breach:** If you suspect that your TomoCredit account or any of your security details have been compromised, or if you become aware of any fraud, attempted fraud, or other security incident (including a cybersecurity attack) affecting you and/or TomoCredit (collectively, a "Security Breach"), you must notify TomoCredit Support immediately at [help@Tomocredit.com](mailto:help@Tomocredit.com). You must provide accurate and up-to-date information throughout the duration of the Security Breach and take any reasonable steps we require to mitigate or manage the Security Breach. Prompt reporting of a Security Breach does not guarantee reimbursement for any losses you may incur or that TomoCredit will be liable for any losses resulting from the Security Breach.

12.3 **Computer Viruses:** We bear no liability for any damage or interruptions caused by computer viruses, malware, or other malicious code that may affect your device, or any phishing, spoofing, or other cyberattacks. We recommend the regular use of reputable and readily available virus screening and

prevention software. Additionally, SMS and email services are vulnerable to spoofing and phishing attacks. Use caution when reviewing messages claiming to originate from TomoCredit. If you have any uncertainty regarding the authenticity of a message or notice, always log into your TomoCredit account through the official TomoCredit website or app to verify transactions or required actions.

### **13. TOMOCREDIT CARDHOLDERS**

By applying for or using a TomoCredit Card (including TomoBoost, TomoCredit cards, or any future card products offered), you acknowledge and agree to the following disclosures. Spending power may be available up to \$30,000; however, the actual credit line is subject to TomoCredit's approval and may vary based on income, account history, identity verification, and other underwriting criteria, and not all applicants will qualify for the maximum amount. No established credit history is required for application, but approval is not guaranteed. Applicants must meet eligibility criteria, which may include identity verification, income verification, and maintenance of a linked bank account. By applying, you authorize TomoCredit to obtain and review your credit report and score. TomoCredit advertises "\$0 Fees | 0% APR," which means no annual fee, no late fee, and no foreign transaction fee will be charged, though other fees may apply as disclosed in your individual Cardholder Agreement. TomoCredit aggregates and shares applicant information with third-party service providers for purposes including, but not limited to, card issuance, insurance, identity verification, underwriting, and fraud prevention. Pre-qualification or application does not guarantee final approval, as eligibility is determined by underwriting and verification of multiple factors. Only qualified applicants will receive final approval. All card features, terms, conditions, and availability are subject to change prior to program launch or final approval, and final terms will be disclosed in the Cardholder Agreement upon approval. By submitting an application, you authorize TomoCredit to use and share your information with third parties for purposes including identity verification, underwriting, and fraud prevention. You understand and agree that there may be delays in processing your application or in TomoCredit's review and decision, and that such delays do not obligate TomoCredit to provide approval or extend credit. By applying for or using a TomoCredit Card, you further agree to be bound by this Agreement, the applicable Cardholder Agreement, and the arbitration and class action waiver provisions contained herein.

### **14. CHATBOT AND AI DISCLAIMER**

**14.1 Overview.** TomoCredit may provide automated conversational agents, virtual assistants, or other artificial intelligence-powered features (collectively, the "**Chatbots**") through its website, mobile applications, or other communication channels. By accessing or using the Chatbots, you acknowledge and agree to the terms of this Section.

**14.2 Informational Use Only.** Chatbot interactions are provided solely for general informational and educational purposes relating to credit, financial

literacy, and TomoCredit products or services. Chatbot outputs are automatically generated and may contain inaccuracies, omissions, or outdated information. You should not rely on any Chatbot response as professional or official advice.

**14.3 No Financial, Legal, or Credit Advice.** The Chatbots do not provide financial, credit, lending, legal, investment, or tax advice. Nothing communicated by a Chatbot constitutes (i) a credit decision or credit approval; (ii) a recommendation to take or refrain from taking any financial action; or (iii) a guarantee of credit score improvement or eligibility for any product or service. For personalized guidance, you should consult a qualified professional.

**14.4 No Guarantee of Accuracy.** TomoCredit makes no representation or warranty, express or implied, that Chatbot responses will be accurate, complete, reliable, current, or fit for any particular purpose. Chatbot outputs are provided "as is" and "as available," without warranties of any kind.

**14.5 No Modification of Agreements.** Chatbot communications do not amend, modify, or supplement any agreement, disclosure, or term applicable to your TomoCredit account or Services. If any inconsistency arises between Chatbot information and your written agreements with TomoCredit, the written agreements shall control.

**14.6 User Responsibility.** You are solely responsible for evaluating and verifying any information provided by the Chatbots before relying upon it. By using the Chatbots, you assume all risks associated with such reliance.

**14.7 Limitation of Liability.** To the fullest extent permitted by law, TomoCredit and its affiliates disclaim all liability for any losses, damages, or claims arising from or related to your use of, or reliance upon, Chatbot responses or outputs, including without limitation errors, omissions, delays, or inaccurate information.

**14.8 Use Restrictions.** You agree not to use Chatbot responses in connection with any unlawful, fraudulent, or high-risk activity, including but not limited to making credit or lending decisions, submitting false information, or taking any action in legal, compliance, or emergency contexts.

**14.9 Data Use and Monitoring.** Chatbot conversations may be monitored, recorded, and retained by TomoCredit for quality assurance, training, compliance, and fraud prevention. Chatbot responses are generated using AI systems that process user input automatically and may not be reviewed by a human. Your use of the Chatbots constitutes your consent to TomoCredit's data practices as outlined in our Privacy Policy and Cookie Policy.

**14.10 Indemnification.** You agree to indemnify, defend, and hold harmless TomoCredit, its affiliates, officers, directors, employees, and agents from and against any claims, damages, liabilities, costs, and expenses (including

reasonable attorneys' fees) arising from or related to your use or reliance on Chatbot information.

## 15. GENERAL PROVISIONS

- 15.1 Entire Agreement.** This Agreement, the Privacy Policy, The Cookie Policy, and all other Tomo Policy as posted on our Website, and Appendices to the Agreement and policies are incorporated by reference herein comprise the entire understanding and agreement between you and Tomocredit as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), between you and Tomocredit.
- 15.2 Governing Law:** Use of our Website and the Agreement, Tomocredit policies including Privacy Policy and Cookie Policy shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of laws, unless otherwise specified in the applicable Agreement, The Uniform Computer Information Transactions Act or any substantially similar law, if enacted, will not govern any aspect of these Terms and Conditions, your access to our Website or the Agreement.
- 15.3 Jurisdiction and Venue:** If any claim or dispute under these Terms and Conditions is not subject to arbitration or an alternative as described in the arbitration procedures above or in the Agreement, then exclusive jurisdiction and venue shall be with a court of competent jurisdiction in San Francisco, CA. You consent to the jurisdiction of such courts and agree to accept service of process issued by such courts.
- 15.4 Severability:** If any provision of these Terms and Conditions or the Agreement is unlawful, void or unenforceable, the remaining provisions shall remain valid and in effect to the fullest extent possible.
- 15.5 Force Majeure.** Tomocredit shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, significant market volatility, act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, pandemic, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.
- 15.6 Waiver:** Any waiver of any provision of these Terms and Conditions or the Agreement will be effective only if in writing and signed by an authorized representative of TomoCredit, Inc. Any delay or omission by TomoCredit, Inc. to exercise any rights under these Terms or the Agreement shall not be construed as a waiver of our rights.

**15.7 Section Headings:** The section titles and the section headings are not part of these Terms and Conditions and are not to be used in interpreting the terms of these Terms and Conditions.

**15.8 Survival:** Certain provisions of this Agreement by their nature shall continue in full force and effect after termination, including authorizations you have granted, the Disclaimer of Warranties and Limitation of Liability, and Jurisdiction/Enforceability.

**15.9 Assignment:** We reserve the right to assign our rights without restriction, including, without limitation, to any TomoCredit affiliates or subsidiaries, or to any successor in interest of any business associated with the TomoCredit Services. In the event that TomoCredit is acquired by or merged with a third-party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control. You may not assign any rights and/or licenses granted under this Agreement. Any attempted transfer or assignment by you in violation of this provision shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors, and permitted assigns.

**15.10 Relationship of the Parties:** TomoCredit is an independent contractor for all purposes. Nothing in this Agreement is intended to, or shall operate to, create a partnership or joint venture between you and TomoCredit, or authorize you to act as an agent of TomoCredit.

# **APPENDIX 1. DISCLOSURES & TERMS OF USE**

## **1. DISCLOSURES**

**Information Collection:** TomoCredit, Inc. obtains, and, in certain other circumstances, verifies and records your name, address, date of birth and other information that will allow us to identify you when you open an account and in certain other circumstances.

**Tax/Legal Advice:** Our products and services are not intended to provide legal, tax, investment or financial planning related advice. Consult a professional adviser for advice regarding your specific situation.

**Availability of Products and Services:** TomoCredit, Inc. products and services are available only in those jurisdictions where TomoCredit, Inc. is authorized or permitted by local law to promote or sell them. TomoCredit, Inc. products and services are generally available to any adult of legal majority who meets certain criteria, including an adult who can provide required information to allow TomoCredit, Inc. to make its products and services available.

**Fraud Review and Prevention:** To prevent any attempts of fraud, TomoCredit reserves the right to conduct a fraud review (“Fraud Review”) in our sole discretion on any payment made through the Services, and reject any payment we deem, in good faith and accordance with our fraud review, to be illegitimate. Such Fraud Review will be conducted by our internal Fraud Review team according to our protocol and may include, but is not limited to: validating sufficient balance in your Linked Account, validating your identity and the identity of your Landlord, requesting an executed copy of your lease or other agreement proving your residency.

**Computer or Mobile Device Requirements:** To use our Website, you must have a personal computer or mobile device connected to the Internet. You are responsible for the selection, installation, maintenance, and operation of your computer or mobile device and its software. We are not responsible for any errors, failures, or malfunctions of your computer or mobile device and its software. You are responsible for ensuring that your computer and software are compatible with our Website. You also are responsible for maintaining anti-viral software on your computer while using our Website. We reserve the right to change system requirements for using our Website.

**No Guarantee:** The language used on this page is for creative purposes only. The image and content are for representational purposes only and do not portray the user interface or results. TomoCredit (or TomoBoost) does not guarantee an increase in credit score. Individual results may vary. Credit reporting is processed in batches and may take over a month to reflect on your credit report. Credit bureaus (Equifax, Experian, TransUnion) are individual agencies not owned or controlled by TomoCredit. Subscription payments are non-refundable. TomoCredit will process and submit your account to the bureaus but cannot guarantee that the bureaus will accept and report your file promptly. By enrolling in this service, you understand there may be

some functional or technical issues. We highly value your support and feedback to improve our product and further our mission to make credit building more straightforward, faster, and accessible.

**Credit Card Spending Power:** TomoCredit may extend spending power up to \$30,000; however, the actual credit line is subject to TomoCredit's approval and may vary based on income, account history, identity verification, and other underwriting criteria. Not all applicants will qualify for the maximum amount.

**No Credit History Required:** TomoCredit does not require an established credit history for application, but approval is not guaranteed. Applicants must meet eligibility criteria, which may include identity verification, income verification, and a linked bank account. By applying, you authorize TomoCredit to obtain and review your credit report and score.

**Fees and APR:** TomoCredit advertises “\$0 Fees | 0% APR,” which means no annual fee, no late fee, and no foreign transaction fee will be charged. Other fees, if any, will be disclosed in your Cardholder Agreement upon approval.

**Application and Underwriting:** TomoCredit may aggregate and share applicant information with third-party service providers for purposes including card issuance, identity verification, insurance, underwriting, and fraud prevention. Pre-qualification or application does not guarantee final approval, as eligibility is determined by verification of multiple factors. Only qualified applicants will receive final approval, and you acknowledge that delays may occur in processing your application or in TomoCredit's decision, which do not obligate TomoCredit to provide approval or extend credit.

**Program Terms:** All product features, terms, conditions, and availability are subject to change prior to program launch or final approval. Final terms will be disclosed in your Cardholder Agreement upon approval. By submitting an application, you authorize TomoCredit to use and share your information with third parties for purposes including identity verification, underwriting, and fraud prevention.

**Credit Reporting Disclaimer:** Individual results may vary. TomoCredit cannot control how any credit bureau (including Experian®, Equifax®, or TransUnion®) receives, processes, or applies data. Each bureau uses proprietary scoring models and may treat reported data differently. Late or missed payments may negatively impact your credit score. TomoCredit makes no representations regarding the accuracy or completeness of any third-party credit information.

**Credit Line.** TomoCredit may extend spending power; however, the actual credit line is subject to TomoCredit's approval and may vary based on income, account history, identity verification, and other underwriting criteria. **Not all applicants will qualify for the maximum amount or any amount whatsoever.**

**Service Availability:** TomoCredit strives to maintain uninterrupted access to its Website and services, but availability may be affected by maintenance, third-party providers, or other

technical factors beyond TomoCredit's control. All products and services are provided "as is" and "as available," without any warranty of any kind, express or implied.

**Privacy and Data Use:** TomoCredit collects and uses personal and financial information to provide services, verify identity, and prevent fraud. TomoCredit does **not sell** personal information in exchange for money. Certain analytics or advertising tools may constitute "sharing" under the California Consumer Privacy Act (CCPA). California residents may exercise their rights or opt out of data sharing at [www.tomocredit.com/privacy](http://www.tomocredit.com/privacy) or by emailing [help@tomocredit.com](mailto:help@tomocredit.com).

## 2. PROHIBITED USES

**Commercial or Personal Use Only:** You will use the Website only in connection with your business or personal TomoCredit, Inc. Account, unless you and TomoCredit, Inc. have agreed otherwise in writing. Use of our Website in the name of your business is considered commercial use.

**Electronic Mail:** You may not send electronic mail to us that is illegal, obscene, profane, threatening, defamatory, invasive of privacy, infringing of intellectual property rights; or contains harmful code, political campaigning, commercial solicitation, chain letters, or mass mailings; or violates any applicable law, such as the CAN-SPAM Act.

**Access:** You may not use our Website in any manner that could damage or overburden any TomoCredit, Inc. equipment or software. You may not use any means of systematic retrieval of data or other content from our Website. You may not obtain, or attempt to obtain, access to any material or information on our Website that is protected by passwords, PIN or required login identification through any means not expressly authorized by TomoCredit, Inc. You may not use the login information of another person.

**False Information:** You may not intentionally provide any false information when you register for our Website; use our Website to purchase products or services from TomoCredit, Inc. or other Users; post comments on our Website or on TomoCredit, Inc.-sponsored web pages; or complete your profile.

**Framing:** You may not frame any Site content.

**Links:** You agree to obtain our permission before creating a hyperlink or similar link or connection to our Website.

**Endorsements:** You may not use TomoCredit, Inc. or TomoCredit's name or trademarks in any way that implies affiliation with, or an endorsement, sponsorship or approval by TomoCredit, Inc. without express written permission.

## 3. POSTING COMMENTS

**Our Right to Publish:** By posting a comment on our Website or on TomoCredit, Inc.-sponsored message boards, discussion forums or other interactive content on third party sites, you agree that TomoCredit, Inc. may publish your comment in whole, or in part. TomoCredit, Inc. does not agree to post all comments received. TomoCredit, Inc. reserves the right to remove or modify any posting that is false, offensive, violates any law or the rights of third parties, violates these Terms and Conditions, or is defamatory or duplicative.

**Identification of Posters:** When you submit a posting to TomoCredit, Inc. on this or other sites, we may identify you by: (i) your hometown, state or country and (ii) your first name, or last name and initial, or an alias that you have provided to us; and other information that does not specifically identify you.

**Disclosure in Legal or Government Actions:** TomoCredit, Inc. reserves the right to reveal your identity and the content of your original and posted submissions in response to legal action by any party, or in response to a request by governmental authority, or in defense of TomoCredit, Inc.

**TomoCredit, Inc. Ownership of Content:** TomoCredit, Inc. retains ownership of all postings submitted on our Website, except when copyrighted material has been posted.

#### **4. THIRD PARTY PRACTICES**

Our Website contains links to other Internet sites that are not maintained by TomoCredit, Inc.. We do not control these third party websites. Unless otherwise stated, TomoCredit, Inc. makes no warranties or representations regarding these websites or the products or services offered on them. TomoCredit, Inc. does not control the privacy or security practices of third parties, or the locations where they process data. You should read the privacy and security policies of other sites, as their practices may differ from ours.

#### **5. INTELLECTUAL PROPERTY**

**Unsolicited Submissions:** Unless otherwise stated, TomoCredit, Inc. does not accept unsolicited ideas, suggestions, or materials relating to development, design, or marketing of its services and products. Any such postings to our Website and electronic mail delivered to TomoCredit, Inc. will be considered non-confidential and non-proprietary, and will remain the exclusive property of TomoCredit, Inc. TomoCredit, Inc. may copy, disclose, distribute, incorporate, and otherwise use the item and any information contained therein for any purpose without compensation. Personal information transmitted to us will be treated in accordance with TomoCredit, Inc.'s Privacy Policy. **Copyright:** This entire Website is the copyrighted work of TomoCredit, Inc. Unless otherwise specified, no person has permission to copy, display, distribute, re-publish, or create derivative works from such information in any form.

**Trademarks:** By providing content, we do not allow you to use trademarks referenced in our Website. You may not use any meta tags or any other 'hidden text' using TomoCredit, Inc.'s

name or trademarks without the express written consent of TomoCredit, Inc. The trademarks, logos, and service marks ("Marks") displayed on the Website are the property of TomoCredit, Inc. or other parties. Users are prohibited from using any Marks without the written permission of TomoCredit, Inc. or the third party that owns the Marks.

## **APPENDIX 2: E-SIGN DISCLOSURE AND CONSENT**

This policy describes how TomoCredit delivers communications to you electronically. We may amend this policy at any time by providing a revised version on our website. The revised version will be effective at the time we post it. We will provide you with prior notice of any material changes via our website.

### **Electronic Delivery of Communications**

You agree and consent to receive electronically all communications, agreements, documents, notices, and disclosures (collectively, "Communications") that we provide in connection with your TomoCredit Account(s) and your use of TomoCredit Services. Communications include:

- Terms of use and policies you agree to (e.g., the TomoCredit Agreement and Privacy Policy), including updates to these agreements or policies;
- Account details, history, transaction receipts, confirmations, and any other account or transaction information;
- Legal, regulatory, and tax disclosures or statements we may be required to make available to you; and
- Responses to claims or customer support inquiries filed in connection with your account.

You specifically agree, opt in, and consent to paperless delivery of tax forms and other regulatory disclosures. You may opt out at any time by contacting TomoCredit Support. We will provide these Communications to you by posting them on the TomoCredit website, emailing them to you at the primary email address listed in your TomoCredit profile, communicating with you via instant chat, and/or through other electronic communication methods such as text message or mobile push notifications.

### **Hardware and Software Requirements**

To access and retain electronic Communications, you will need the following computer hardware and software:

- A device with an internet connection;
- A current web browser that includes 128-bit encryption (e.g., Internet Explorer version 9.0 and above, Firefox version 3.6 and above, Chrome version 31.0 and above, or Safari 7.0 and above) with cookies enabled;
- A valid email address (your primary email address on file with TomoCredit); and
- Sufficient storage space to save past Communications or an installed printer to print them.

### **How to Withdraw Your Consent**

You may withdraw your consent to receive Communications electronically by contacting us at [help@Tomocredit.com](mailto:help@Tomocredit.com). If you fail to provide or withdraw your consent to receive Communications electronically, TomoCredit reserves the right to immediately close your TomoCredit Account or charge you additional fees for paper copies.

### **Updating Your Information**

It is your responsibility to provide us with a true, accurate, and complete email address and contact information, and to keep such information up to date. You understand and agree that if TomoCredit sends you an electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, TomoCredit will be deemed to have provided the Communication to you.

You may update your information by logging into your account and visiting settings or by contacting our support team at [help@Tomocredit.com](mailto:help@Tomocredit.com).

# **APPENDIX 3: TOMOCREDIT INC. COOKIE POLICY**

## **1. Introduction**

This Cookie Policy explains how **TomoCredit Inc.** ("we", "us", "our") uses cookies and similar technologies to recognize you when you visit our website at [www.tomocredit.com](http://www.tomocredit.com) or [www.tomoboost.com](http://www.tomoboost.com) ("Website"). It explains what these technologies are, why we use them, and your rights to control their use.

## **2. What Are Cookies?**

Cookies are used to store and receive identifiers and other information on computers, phones and other devices. Other technologies, including data that we store on your web browser or device, identifiers associated with your device and other software, are used for similar purposes. In this policy, we refer to all of these technologies as "cookies". Cookies can also track your preferences and browsing habits, which helps personalize your experience and provide targeted content.

## **3. Types of Cookies We Use**

We use several types of cookies for various functions on our Website:

### **a. Essential Cookies**

These cookies are necessary for the website to function properly. Without these, some services you request, such as signing in or completing transactions, cannot be provided.

### **b. Performance Cookies**

Performance cookies collect anonymous information about how visitors use our website. This data helps us monitor and improve how the website works, ensuring users can easily navigate the site.

### **c. Functionality Cookies**

These cookies allow the website to remember your preferences and settings (such as your language preference or username) and provide enhanced features for a more personalized experience.

### **d. Targeting or Advertising Cookies**

We and our third-party partners use targeting cookies to deliver relevant ads to you based on your interests, as well as to limit the number of times you see a particular ad. These cookies remember your visit to our website and may share this information with other organizations, such as advertisers.

### **e. Social Media Cookies**

Social media cookies are integrated into our website via social media buttons or plugins. These cookies allow you to share pages and content that interest you on our website via third-party social networks and other platforms.

#### 4. Third-Party Cookies

We may use third-party services to analyze website traffic or deliver ads. These third parties may set cookies on your device to understand your preferences and deliver more relevant advertisements or analyze website performance.

Some examples of third-party providers include:

- **Google Analytics:** Helps us analyze how users interact with our website and improve our services.
- **Facebook (Meta) Pixel:** Tracks your interactions on our website to provide targeted advertisements on Facebook.

#### 5. How Long Do Cookies Last?

Cookies can be either:

- **Session cookies**, which are temporary and deleted from your device when you close your web browser, or
- **Persistent cookies**, which remain on your device until they expire or are deleted by you.

#### 6. How Can You Control Cookies?

You have the right to decide whether to accept or reject cookies. Most browsers allow you to control cookies through their settings preferences. You can adjust your settings to block or delete cookies, but please note that this may affect the functionality of certain parts of our website.

Here are the instructions for managing cookies in some commonly used browsers:

- **Chrome:** Go to Settings > Privacy and Security > Cookies and other site data.
- **Firefox:** Options > Privacy & Security > Cookies and Site Data.
- **Safari:** Preferences > Privacy > Cookies and website data.

You can also opt-out of targeted ads by visiting the following sites:

- [Google Ads Settings](#)
- Network Advertising Initiative

#### 7. Cookies We Use

We use a variety of first- and third-party cookies, including:

- **Strictly Necessary Cookies:** Necessary for site functionality.
- **Performance and Analytics Cookies:** Used for site analytics and improving user experience.
- **Advertising Cookies:** Used to provide personalized ads and marketing campaigns.

#### 8. Changes to This Cookie Policy

We may update this Cookie Policy from time to time to reflect changes to the cookies we use or for operational, legal, or regulatory reasons. The date at the top of this Cookie Policy indicates when it was last updated. We encourage you to review this Cookie Policy regularly to stay informed about our use of cookies.

## **9. Legal Terms**

By using our website, you agree to our Terms of Use and Legal Terms as outlined on our website. This includes limitations of liability, an agreement to arbitrate any claims with us, and a waiver of the right to participate in class actions or access a jury trial. You and we agree that either party may choose to arbitrate – and may require the other party to arbitrate – any claim in accordance with our Terms of Use and Legal Terms. You also agree to waive your right to a jury trial and to forgo your right to participate in a class action, whether in court or arbitration. By using our website and products, you agree that you can only pursue your claims individually in arbitration.

## **10. Contact Us**

If you have any questions about our use of cookies or other technologies, please email us at [help@tomocredit.com](mailto:help@tomocredit.com) or write to us at:

**TomoCredit Inc.**

PO BOX 194807

San Francisco, CA 94119, United States.