

Terms of Service for EARN, Inc.
EFFECTIVE AS OF 9/27/17

This Terms of Service (“Terms”) is a legal agreement (“Agreement”) between you and EARN, Inc. (“EARN”) governing your access to and use of any EARN program and related services that link to or refer to these Terms (each, a “Program”). Before applying for or participating in any Program, please read these Terms and the specific rules governing the Program (“Program Rules”) carefully. The applicable Program Rules may specify the Program’s term (“Program Term”), supplemental eligibility criteria, withdrawal information, information about any applicable financial reward (“Reward”), including Reward amount and calculation, information about uses of your data, and other terms.

By applying for any Program or otherwise participating in a Program, you agree to accept and be bound by these Terms and the applicable Program Rules.

THESE TERMS CONTAIN DISCLAIMERS OF WARRANTIES (SECTION 11), DISCLAIMERS OF LIABILITY (SECTION 12), AS WELL AS INFORMATION ABOUT CERTAIN LIMITATIONS ON YOUR ABILITY TO BRING A CLAIM AGAINST US (SECTION 15).

1. General Program Terms

- a. The Programs are designed to provide eligible savers that meet the applicable savings targets (“Savings Targets”) as defined in the Program Rules with a Reward, subject to these Terms and the Program Rules.
- b. In order to open a Program account (“Program Account”), you must maintain a savings account, checking account, or other approved savings instrument (collectively referred to herein as “savings account”) with a depository institution or other provider, which savings account qualifies under the terms and conditions hereunder. EARN is not a bank, and the Program will not provide you with a depository or other financial account. Rather, eligible savers accumulate savings in their own savings accounts pursuant to their own relationship with a third-party provider. Please reference your account or other agreement with your provider for information about the terms of your relationship with your provider (*e.g.*, deposit insurance, interest, fees, etc.).
- c. In order to apply for or open a Program Account, you must (1) create an online account, which is powered by Plaid Technologies Inc. (“Plaid”) and (2) link a qualifying financial account or instrument with your online account (“Linked Savings Account”). **PLEASE SEE SECTION 2 FOR IMPORTANT TERMS RELATING TO PLAID’S AND EARN’S ACCESS TO YOUR ACCOUNT CREDENTIALS AND OTHER ACCOUNT INFORMATION.**
- d. EARN’s determination as to whether you qualify for a Reward is based on your Linked Savings Account activity, which is made accessible to EARN by Plaid.
- e. In some cases, EARN may partner with a third party to provide you an enhanced Reward or additional incentive for meeting the Savings Targets or for meeting other savings goals (our “Program Partners”). For example, in some cases, Program Partners may participate in the Program to provide incentives to qualifying beneficiaries for participating in the Program or for successfully meeting other savings goals, subject to these Terms and the Program Rules. The applicable

eligibility requirements for participation and eligibility for Rewards and additional incentives may vary by Program Partner. You acknowledge that Program Partners may receive data and information consistent with EARN's [Privacy Policy](#).

- f. EARN is a non-profit organization, and Rewards are funded primarily through charitable contributions. In addition to the other terms and conditions hereunder, you acknowledge and agree that EARN may determine that it does not have sufficient funds to provide you a Reward at any time during or after the Program, including without limitation at any time during the application process and during or after the Program Term.

EARN IS NOT RESPONSIBLE FOR, AND EXPRESSLY DISCLAIMS ALL RESPONSIBILITY FOR, THE CONDUCT OF ALL THIRD PARTIES, INCLUDING WITHOUT LIMITATION THE FOLLOWING THIRD PARTIES: PLAID, THE PROVIDERS DESCRIBED ABOVE, AND ALL PROGRAM PARTNERS. By participating in the Program, you acknowledge and agree that EARN does not control their conduct. You should not enroll in a Program Account or participate in the Program if you do not agree to be subject to any applicable terms and conditions governing your relationship with Plaid, your provider, and (to the extent applicable) Program Partner(s).

2. Third-Party Services & Linked Savings Accounts

You understand and agree that the Program requires access to and use of certain third-party services, such as Plaid's services (such third parties and services are collectively referred to as "Third-Party Services"). You understand that EARN has no control over the Third-Party Services and that your ability to access and use the Third-Party Services is subject to the discretion of the applicable Third-Party Service.

- a. By linking and accessing your Linked Savings Account through the Program, Plaid and EARN may have access to information, including your account username(s), access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, and the actual data in your account(s) with your bank, depository institution, or other provider and other account balances, credit card charges, debits and deposits ("Account Data"). You hereby authorize the Third-Party Services to share with, or make available to EARN, your data, including information about your Linked Savings Account. In addition, you agree that EARN may provide your data, including information that you submit electronically in connection with your Program Account and other personal information, to Third-Party Services. You represent and warrant that you have the right and authority to provide the above authorizations to such Third-Party Services and EARN.
- b. During any period in which your Linked Savings Account remains linked to the Program (even periods after the Program Term), you acknowledge that EARN may continue to have access to your Account Data. To de-link your Linked Savings Account from your account, please visit the "My Profile" section of the Program Account web portal. Please note if you de-link your account during the Program Term, you will be withdrawn from the Program pursuant to Section 5(a)(i).
- c. If you access or use Third-Party Services, you are responsible for reviewing, understanding, and complying with any such terms and conditions governing such Third-Party Services. Without limitation to the foregoing, you agree that EARN is not

responsible for the privacy practices of the Third-Party Services, including without limitation Plaid. You should contact Plaid for information about how Plaid may collect, use, share, and otherwise process your information.

- d. You are responsible for (i) maintaining the confidentiality and security of all security and access information, used by you, or anyone you authorize on your behalf, to access the Program and your Linked Savings Account and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Program. You also are responsible for all electronic communications, including account registration and other account holder information, email, financial, accounting and other data entered through the Program. It is assumed that any such information or communications received through use of the Program were sent or authorized by you. You agree to immediately notify EARN if you become aware of any loss, theft, or unauthorized use of the Program or your Program Account.
- e. You authorize EARN, Plaid, and their third party vendors, in conjunction with the operation and hosting of the Program, to (i) reformat and manipulate your Account Data, (ii) create and provide hypertext links to your provider(s), (iii) access the providers' websites using your Account Data, (iv) update and maintain your account information, (v) address errors or service interruptions, (vi) enhance the type of data and services we can provide to you in the future, and (vii) take such other actions as are reasonably necessary to perform the actions described in (i) through (vii) above.
- f. You agree that neither EARN nor Plaid or their third-party vendors are responsible for the completeness or accuracy of your Account Data. Any transactions or informational activities performed at any provider's website are not made through EARN and we assume no responsibility for such transactions or activities. You are solely responsible for any charges associated with your provider(s).
- g. You acknowledge and agree that (i) some banks, depository institutions, and other providers may not allow the Program to access their services, (ii) they may make changes to their websites, with or without notice to EARN or Plaid that may prevent or delay aggregation of information from such websites, and (iii) the Program may "refresh" the Account Data by collecting the Account Data nightly or at other intervals, so your most recent transactions may not be reflected in any account balances or other account information presented to you in the Program. If you see a discrepancy in the Account Data, and in any case before making any transactions or decisions based on such account information presented in the Program, you should check the last refresh date for the account and confirm Account Data is correct by following the link back to the applicable provider or otherwise confirm that Account Data is up to date and accurate.

3. Saver Eligibility Rules

To open a Program Account or participate in the Program, you must:

- a. Have a savings account in your own name. The savings account in your name may be a joint account, but as per 3(e), a joint account may only be used in the Program under one accountholder's name.

- b. Satisfy any other eligibility requirement set forth in the Program Rules and any applicable Partner Agreement.

In addition, you are not able to participate in a Program Account unless your Linked Savings Account satisfies the following:

- c. Your Linked Savings Account must be issued by a depository institution or other provider that participates in or otherwise has a relationship with the Plaid platform and must qualify under the criteria established by EARN for such accounts.
- d. Each Program Account must correspond with a single Linked Savings Account. You may not change the Linked Savings Account that is associated with a particular Program Account at any time during the Program Term. If you attempt to delink an existing Linked Savings Account from your Program Account, your account will be deactivated automatically.
- e. A Linked Savings Account may only be linked with a single Program Account. You are not permitted to enroll in a Program Account using a Linked Savings Account that previously has been linked with another Program Account. This means that, if you are a joint accountholder and the joint account is linked to a Program Account, you will not be eligible to open a second Program Account using the joint account.

EARN reserves the right to decline participation in the Program to anyone either before or after opening an account. EARN, the Program, and the Program Account do not discriminate on the basis of race, gender, national origin, ancestry, ethnicity, religious affiliation, physical or mental disability, age, medical condition, or sexual orientation.

4. General Rules

- a. Even though you have opened a Program Account, you will not be qualified to receive a Reward unless you have accrued savings in your Linked Savings Account in a manner that satisfies the applicable Savings Targets.
 - i. The Savings Targets you must meet in order to be eligible for a Reward are as specified in the applicable Program Rules. You may consult the electronic dashboard for information about savings incentives, including the applicable Reward(s).
 - ii. Program Accounts will be considered opened on the date that you link your Linked Savings Account to your Program Account.
 - iii. EARN reserves the right to determine the month in which a particular deposit was made (for example, if a deposit is recorded by your financial institution as “pending” and “cleared” on different dates, EARN reserves the right to determine the month in which to treat the particular deposit as having been made). Please consult your depository institution for information about how it determines the status of your deposits.
- b. You may be required to complete an exit survey and provide Linked Savings Account information as a condition to receiving a Reward.

- c. At EARN's sole discretion, EARN may require you to attend, participate in orientation, training and/or personal finance workshops, online exercises, or other events as condition(s) to participating in the Program and/or receiving a Reward.
- d. Rewards are paid as specified in the Program Rules. Prior to, during, and after the Program Term, you have no right to these funds, which are not federally insured or held in trust for you and which do not accrue interest prior to, during, or after the Program Term.
- e. Savers are eligible to claim Rewards during the time period and in the manner specified in the Program Rules. Program participants that do not claim a Reward in the time period or in the manner specified in the Program Rules may be ineligible to receive Rewards. EARN does not assume any responsibility for transferring Rewards if you do not, or are not able to, claim your Reward.
- f. You are solely responsible for determining whether the Reward and, if applicable, any Linked Savings Account accrued interest is subject to state, federal, or other taxes or other encumbrances or legal obligations. You are responsible for any tax due with respect to the Reward and interest, even if the tax should have been withheld by another party and was not withheld.
- g. If you do not comply with any terms or conditions of these Terms and the Program Rules, you acknowledge and agree that you forever relinquish and forfeit any and all claims, legal or equitable, to a Reward or other benefit(s) from EARN or (if applicable) a Program Partner(s).
- h. We and our partners shall have the right, in our sole discretion, to establish or change limits concerning use of the Program, temporarily or permanently, including but not limited to (i) the amount of storage space you have on components of the Program that require storage, and (ii) the number of times (and the maximum duration for which) you may access the Program in a given period of time. We reserve the right to make any such changes effective immediately, including to maintain the security of the system or information or data or to comply with any laws or regulations.
- i. Maintenance upon the Program may be performed from time-to-time resulting in interrupted service, delays, or errors in the Program. We and our partners cannot guarantee that prior notice of maintenance will be provided.
- j. We reserve the right to deny you access to the Program (or any part thereof) based on our sole discretion, including if we reasonably believe that any loss, theft, or unauthorized use of data has occurred or if we believe that you have otherwise failed to comply with these Terms or the Program Rules.
- k. EARN reserves the right to develop additional rules in these Terms and in the Program Rules, which it will seek to communicate to you electronically or through other reasonable means. We reserve the right to make any such changes effective immediately.

5. Account Closure

- a. EARN may permanently close your Program Account prior to the expiration of the Program Term if any of the following occurs:

- i. You de-activate your Program Account or delink your Linked Savings Account from your Program Account.
 - ii. You speak disrespectfully to, use threatening language toward, or act in an unprofessional or inappropriate manner toward EARN personnel.
 - iii. You are in breach of these Terms or the Program Rules in any respect or fail to meet any of the eligibility criteria or conditions outlined in these Terms, in the Program Rules, or elsewhere communicated to you by EARN personnel.
- b. You will not be eligible to receive any Reward if your participation in the Program is terminated for any reason, whether voluntary or involuntary.

6. User Representations, Warranties, and Covenants. The following additional representations, warranties, and covenants are applicable:

- a. By opening a Program Account or otherwise participating in the Program you represent and warrant to the following: you have a savings account in your name; and all information submitted to EARN is correct and accurate.
- b. You agree to comply with applicable laws and regulations in using, accessing or distributing the Program, including any data provided via the Program.
- c. You are fully responsible for the security of data on your devices, websites or otherwise in your possession or control. You agree to comply with all applicable state and federal laws and rules in connection with your collection, security and dissemination of any personal, financial, credit card, or transaction information.

7. Use of EARN Program

Use of this Program may be available through a compatible mobile device and/or may require Internet access and software. You agree that you are solely responsible for these requirements, including any applicable changes, updates, and fees as well as the terms of your agreement with your mobile device and telecommunications provider, if applicable.

EARN MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE PROGRAM AT ANY TIME OR FROM ANY LOCATION; ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE PROGRAM.

8. Prohibited Content and Activities

You may not access or use, or attempt to access or use, the Program to take any direct or indirect action that could harm EARN or any person or entity (a “person”), interfere with the operation of the Program, or use the Program in a manner that violates any laws. For example, and without limitation, you may not and shall not permit any third party to:

- a. Impersonate any person or falsely state or otherwise misrepresent your credentials, affiliation with any person, or the origin of any information you provide.

- b. Obtain or attempt to gain unauthorized access to computer systems, materials, information or any services available on or through the Program; attempt to interfere with the proper working of the Program; breach the security of any system, device, or network; circumvent, reverse engineer, decompile, decode, disassemble, decrypt, attempt to obtain the source code of any component of the Program, or otherwise alter or interfere with any of the software making up any part of the Program; use any tools designed for compromising security; or upload or otherwise transmit any communication, software, or material that contains a virus or is otherwise harmful to EARN or its users' computers, devices or systems.
- c. Engage in any other conduct that interferes with, disrupts, damages, restricts, or inhibits the servers, networks or other properties or services of any third party or of any person from using or enjoying the Program, or that, in our sole judgment, exposes us or any of our affiliates, users or any other third party to any liability, damages, or detriment of any type.
- d. Use the Program or data provided via the Program in any way in furtherance of criminal, fraudulent, or other unlawful activity.

In the event that you breach these Terms or the Program Rules, violate system or network security, or engage in certain other conduct, you may be subject to civil or criminal liability in addition to any other remedy that EARN has under these Terms and the Program Rules. We may investigate and work with law enforcement authorities to prosecute users who violate the Terms or the Program Rules. We may suspend or terminate your access to the Program for any or no reason at any time without notice.

9. Intellectual Property

As between you and EARN, all content relating to the Program is the property of EARN (the "EARN Content"). You may access, use and display the Program on a single computer or device and download and print copies of the EARN Content only for non-commercial, informational, personal use, without modification or alteration in any way, and only so long as you comply with these Terms and the Program Rules.

- a. **Copyright and Other Intellectual Property Rights.** Unless expressly permitted by an authorized person in writing, you may not copy, reproduce, distribute, publish, enter into a database, display, perform, modify, create derivative works from, transmit, remove or destroy any copyright notices, proprietary markings or confidential legends placed upon or contained within any component of the Program or any copies thereof, or in any way use or exploit any part of the EARN Content except that you may make use of the content for educational and non-commercial purposes only, provided you maintain all copyright and other notices posted along with the EARN Content.
- b. **Trade and Service Marks.** All rights in product names, the EARN name, trade names, logos, service marks, trade dress, slogans, product packaging, and designs of EARN products or services, whether or not appearing in large print or with the trademark symbol, belong exclusively to EARN or its licensors and are protected from reproduction, imitation, dilution, or confusing or misleading uses under national and international trademark and copyright laws. The use or misuse of these trademarks or any materials, except as permitted herein, is expressly

prohibited, and nothing stated or implied on the Services confers on you any license or right under any patent or trademark of EARN, its affiliates, or any third party.

10. Change or Termination

EARN reserves the right to change or terminate the Terms, Program Rules, conditions, policies, and rules for any reason at any time and with immediate effect. EARN reserves the right, in its sole discretion, to restrict, suspend, or terminate your access to and use of the Program, with or without prior notice. Otherwise applicable sections of the Terms and the Program Rules shall survive termination. EARN also reserves the right to seek all remedies available at law and in equity for violations of these Terms or the Program Rules. Upon termination, you will cease all use of the Program, including any of the EARN Content.

11. Disclaimer of Warranties

While EARN will use reasonable efforts to ensure that all material on its website is correct, accuracy cannot be guaranteed and EARN does not assume any responsibility or liability for the accuracy, completeness or authenticity of any information contained on the website.

YOU ACKNOWLEDGE AND AGREE THAT THE PROGRAM, ANY THIRD-PARTY SERVICES AND ANY DATA PROVIDED VIA THE PROGRAM OR THIRD-PARTY SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” EARN AND THE THIRD-PARTY SERVICES MAKE NO WARRANTY, EXPRESS, IMPLIED, OR STATUTORY AND DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE PROGRAM, ANY THIRD-PARTY SERVICES OR ANY DATA PROVIDED VIA THE PROGRAM OR THIRD-PARTY SERVICES, IN WHOLE OR IN PART, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR NON-INFRINGEMENT. YOU UNDERSTAND AND AGREE THAT ANY USE OF THE PROGRAM, THIRD-PARTY SERVICES OR DATA PROVIDED VIA THE PROGRAM OR THIRD-PARTY SERVICES WILL BE AT YOUR SOLE RISK, AND THAT, IF THERE IS ANY LIABILITY IN CONNECTION WITH THE PROGRAM, INCLUDING LIABILITY ARISING FROM A SECURITY BREACH OR EARN’S OR A THIRD-PARTY SERVICE’S LACK OF COMPLIANCE WITH APPLICABLE LAWS OR REGULATIONS, SUCH LIABILITY IS SOLELY WITH THE DEVELOPER AND NOT ITS LICENSORS OR THIRD-PARTY SERVICE PROVIDERS.

IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED OR STATUTORY WARRANTIES TO APPLY, THE ABOVE EXCLUSIONS WILL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

12. Disclaimer of Damages and Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING WITHOUT LIMITATION NEGLIGENCE, WILL EARN, ANY THIRD-PARTY SERVICE, ANY PROGRAM PARTNER, OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PROGRAM, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR ASSIGNS, BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR LOST PROFITS ARISING OUT OF THE TERMS OR THE PROGRAM RULES OR YOUR ACCESS, USE, MISUSE, OR INABILITY TO USE THE PROGRAM, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF EARN OR THE RELEVANT ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE. BECAUSE SOME JURISDICTIONS MAY NOT ALLOW SOME OR ALL OF THE LIMITATIONS IN THE PREVIOUS SENTENCE, IN WHICH CASE EARN’S

LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

WITHOUT LIMITATION TO THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER EARN, NOR ANY THIRD-SERVICE, PROGRAM PARTNER, OR OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PROGRAM, BE LIABLE FOR ANY DAMAGES OR LOSSES IN EXCESS OF \$500.

13. Indemnification

You hereby agree to indemnify and hold EARN and any Third-Party Services harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of your use of the Program or breach of these Terms or the Program Rules (collectively referred to as "Claims"). EARN reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by EARN in the defense of any Claims.

14. General

This agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written or oral agreements, arrangements, and understandings, between the parties with respect to the subject matter hereof. In the event any provision of these Terms or the Program Rules is held to be void and unenforceable, it will not affect the validity or enforceability of the remaining provisions and will be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision. No failure or delay of any party to this agreement in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties hereunder are cumulative and are not exclusive of any rights or remedies which they would otherwise have hereunder. You will not assign these Terms, the Program Rules, or any rights or obligations herein without the prior written consent of EARN and any attempted assignment in contravention of this provision is null and void and of no force or effect. However, EARN has the right to assign these Terms, the Program Rules, and any of its rights or obligations herein. These Terms and the Program Rules are binding upon each party and its respective successors, heirs, trustees, administrators, executors, and permitted assigns.

Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this agreement.

15. Location, Governing Law, Arbitration, and Time Period Limitation for Bringing Claim

This agreement and all disputes or controversies arising out of or relating to this agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to the laws of any other jurisdiction that might be applied because of the conflict of law principles of the State of California. By using the Program, you waive any claims that may arise under the laws of other states, countries, territories, or jurisdictions.

With respect to any and all disputes arising out of or in connection with the Program or these Terms or the Program Rules (including without limitation the Privacy Policy), you and EARN agree to negotiate in good faith and undertake reasonable efforts to cooperate with one another in order to achieve a mutually satisfactory resolution. If you and EARN do not resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding arbitration as described in this section. You give up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator's award.

Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither EARN nor you will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

EARN and you agree that all disputes arising under these Terms or the Program Rules that cannot be settled through informal negotiation will be settled exclusively through confidential binding arbitration in accordance with the commercial rules of arbitration of the American Arbitration Association in California. The arbitrator's award shall be binding and may be entered as a judgment in a court of competent jurisdiction. You agree that EARN may seek any interim or preliminary relief from a court of competent jurisdiction in California, necessary to protect its rights or property pending the completion of arbitration.

To the extent permitted by law, any claim or dispute under these Terms or the Program Rules must be filed within one year in an arbitration proceeding. The one-year period begins when the claim or notice of dispute first could be filed. If a claim or dispute isn't filed within one year, it is permanently barred.

16. Separate Terms and Conditions

In connection with your use of the Program, you may be asked to consent to policies or terms and conditions in addition to these Terms and the Program Rules. You will read these supplemental policies and terms carefully before making any use of such portions of the Program. Any supplemental terms will not vary or replace these Terms or the Program Rules regarding any use of the Program, unless otherwise expressly stated.

17. Contact Information

Please direct any questions, complaints or claims related to the Program or requests to use a copyrighted work or trade or service mark right to help@earn.org.