

EqualFuture Terms of Use

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Last Updated March 7, 2022

These Terms of Use, together with EqualFuture's [Privacy Policy](#), set forth the terms and conditions ("Terms") that apply to your access and use of all EqualFuture products and services (together, the "EqualFuture Services" or "Services"), that are made available by EqualFuture Corp. or its affiliates (collectively, "EqualFuture", "we", "our", and "us") through our websites and our downloadable mobile applications (together, the "Site").

"EqualFuture" includes EqualFuture Corp. and its officers, directors, employees, consultants, affiliates, subsidiaries, and agents. The EqualFuture Services are not intended to provide legal, tax or standalone financial advice. The Services are intended for U.S. residents only and may include, but are not limited to, credit score; access to third party rewards programs; platforms that enable users to locate and contact U.S. financial and insurance services, as well as professionals, such as third party experts, advocates, and advisors, who can provide various services; and discussion forums, community forums, bulletin boards, review services, and forums in which users may ask questions of third party advisors.

By using or accessing the EqualFuture Services you agree to these Terms, as updated from time to time in accordance with Section 7 below. Because EqualFuture provides a wide range of services, we may ask you to review and accept supplemental terms that apply to your interaction with a specific product or service. **These Terms state that any disputes between you and EqualFuture must be resolved in binding arbitration or small claims court and that you waive the right to participate in any class action. You may opt out of arbitration and the class action waiver by following the procedures in Section 12.G below.**

To use some of the Services, you may need to provide information such as credit card or bank account numbers to third parties. For more information, see our [Privacy Policy](#).

If you disagree with any part of the Terms then you may not access the Services.

1. Registration and Account Security.

To use the Services, you must

- (i) be at least eighteen (18) years of age;
- (ii) have not previously been suspended or removed from the Services; and
- (iii) register for and use the Services in compliance with any and all applicable laws and regulations.

a) Account Registration. To access some features of the Services, you may be required to register for an account. When you register for an account, we may ask you to give us certain identifying information about yourself, including but not limited to your email address and other contact information, and to create a user name and password

("Registration Information"). When registering for and maintaining an account, you agree to provide true, accurate, current, and complete information about yourself. You also agree not to impersonate anyone, misrepresent any affiliation with anyone else, use false information, or otherwise conceal your identity from EqualFuture for any purpose.

b) You Are Responsible for Your Account. You are solely responsible for maintaining the confidentiality and security of your password and other Registration Information. For your protection and the protection of other users, we ask you not to share your Registration Information with anyone else. If you do share this information with anyone, we will consider their activities to have been authorized by you. If you have reason to believe that your account is no longer secure, you must immediately notify us at info@equalfuture.com.

c) Children's Privacy. Our Services do not address anyone under the age of 17. We do not knowingly collect personally identifiable information from anyone under the age of 17. If you are a parent or guardian and you are aware that your child has provided us with personal data, please contact us. If we become aware that we have collected personal data from anyone under the age of 13 without verification of parental consent, we take steps to remove that information from our servers. If we need to rely on consent as a legal basis for processing your information, we may require your parent's consent before we collect and use that information.

2. Specific Requirements for Certain Services.

Your use of the Services constitutes your acknowledgment and acceptance of the following specific requirements and terms of use for certain of the EqualFuture Services.

a) Connect Accounts. Connect Accounts is a feature that allows you to track all of your third-party financial accounts on EqualFuture's Site. By using the Connect Accounts Service you grant EqualFuture and its third-party service provider, Yodlee, Inc. permission to access your third-party financial accounts designated by you. By using the Connect Accounts Service, you agree to the [Yodlee Terms of Service and Privacy Notice](#).

b) Insurance Quotes. EqualFuture provides members with access to various insurance quotes ("Insurance Service"). By using the Insurance Service, you grant EqualFuture and its third-party service provide, Covr Financial Technologies Inc, and/or other Insurance Service providers permission to access your information designated by you, and you agree to Covr Terms and Conditions, and/or other Insurance Service providers' Terms and Conditions.

3. Third-Party Services.

a) Advice from Third Parties. Some of the Services involve advice from third parties and third-party content. You agree that any such advice and content is provided for information, education, and entertainment purposes only, and does not constitute legal, financial, tax planning, medical, or other advice from EqualFuture. You agree that

EqualFuture is not liable for any advice provided by third parties. You agree that you are responsible for your own financial research and financial decisions, and that EqualFuture is not responsible or liable for any decisions or actions you take or authorize third parties to take on your behalf based on information you receive as a user of EqualFuture.

b) Sharing Information with Third Parties. To use some of the Services, you may need to provide information such as credit card numbers, bank account numbers, and other sensitive personal and financial information, to third parties. By using the Services, you agree that EqualFuture may collect, store, and transfer such information on your behalf, and at your sole request. More information is available in our [Privacy Policy](#). You agree that your decision to make available any sensitive or confidential information is your sole responsibility and at your sole risk. EqualFuture has no control and makes no representations as to the use or disclosure of information provided to third parties. You agree that these third-party services are not under EqualFuture's control, and that EqualFuture is not responsible for any third party's use of your information.

c) EqualFuture Does Not Endorse Third Parties. The Services may contain links to third-party websites and services. EqualFuture provides such links as a convenience and does not control or endorse these websites and services. You acknowledge and agree that EqualFuture has not reviewed the content, advertising, products, services, or other materials that appear on such third-party websites or services, and is not responsible for the legality, accuracy, or appropriateness of any such content, and shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of any such third-party websites or services. If you elect to use or purchase these third-party services, you are subject to their terms and conditions.

4. Prohibited Conduct.

You agree not to:

a) Use the Services for any illegal purpose, or in violation of any local, state, national, or international law;

b) Violate or encourage others to violate the rights of third parties, including intellectual property rights;

c) Post, upload, or distribute any content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, hateful, or otherwise inappropriate;

d) Interfere in any way with security-related features of the Services;

e) Interfere with the operation or any user's enjoyment of the Services, including by uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code, making unsolicited offers or advertisements to other users, or attempting to collect personal information about users or third parties without their consent;

f) Access, monitor or copy any content or information of the Site using any robot, spider, scraper, or other automated means or any manual process for any purpose without EqualFuture's express written permission;

g) Perform any fraudulent activity, including impersonating any person or entity, claiming false affiliations, accessing the accounts of other users without permission, or falsifying your identity or any information about you, including age or date of birth; or

h) Sell or otherwise transfer the access granted herein.

5. Intellectual Property and User Content.

The EqualFuture Services are protected by applicable copyright and other intellectual property laws, and no materials from the Services may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way without our express permission. All trademarks and service marks on the Services belong to EqualFuture, except third-party trademarks or service marks, which are the property of their respective owners. You represent and warrant that you own or otherwise have the right to use any content you post to the Services. If you believe that your content has been used in a way that constitutes copyright infringement, you may contact:

EqualFuture Corp.

541 Jefferson Ave., Suite 100 Redwood City, CA 94063

Email: info@equalfuture.com

You must provide the following information: an electronic or physical signature of the copyright owner or the person authorized to act on behalf of the copyright owner; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located; your address, telephone number, and email address; a written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. EqualFuture has adopted and implements a policy that provides for termination in appropriate circumstances of accounts of users who repeatedly infringe copyright or other intellectual property rights of EqualFuture or others.

6. Indemnification.

You agree that you will be personally responsible for your use of the Services, and you agree to defend, indemnify, and hold harmless EqualFuture from and against any and all claims, liabilities, damages, losses, and expenses (including attorneys' and accounting fees and costs), arising out of or in any way connected with

(i) your access to, use of, or alleged use of the Services;

(ii) your violation of the Terms or any applicable law or regulation;

(iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property, or privacy right; or

(iv) any disputes or issues between you and any third party. EqualFuture reserves the right, at our own expense, to assume the exclusive defense and control of any matter

otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

7. Modification of the Terms.

EqualFuture reserves the right at any time to modify these Terms and to impose new or additional terms or conditions on your use of the Services. Such modifications and additional terms and conditions will be effective immediately upon notice and incorporated into these Terms. We will make reasonable efforts to notify you of any material changes to the Terms, including, but not limited to, by posting a notice to our website or by sending an email to any address you may have provided to us. Your continued use of the Services following notice will be deemed acceptance of any modifications to the Terms.

8. Disclaimers of Warranties.

The Services are provided “as is” and on an “as available” basis, without warranty or condition of any kind, either express or implied. Although EqualFuture seeks to maintain safe, secure, accurate, and well-functioning services, we cannot guarantee the continuous operation of or access to our Services, and there may at times be inadvertent technical or factual errors or inaccuracies.

a) No Warranties. EqualFuture specifically (but without limitation) disclaims (i) any implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement; and (ii) any warranties arising out of course-of-dealing, usage, or trade. You assume all risk for any/all damages that may result from your use of or access to the Services. EqualFuture is not responsible for the loss of, damage to, or unavailability of any information you have made available through the Services, and you are solely responsible for ensuring that you have backup copies of any information you have made available through the Services.

b) No Guarantee of Accuracy. EqualFuture does not guarantee the accuracy of, and disclaims all liability for, any errors or other inaccuracies in the information, content, recommendations, and materials made available through the Services.

c) Services Provided for Informational Purposes. The information provided through the Services is provided solely for informational, educational, or entertainment purposes. EqualFuture and the Services are not endorsed by or affiliated with FINRA, and EqualFuture is not a financial institution or insurance provider. EqualFuture makes no representations, warranties, or guarantees, express or implied, regarding the results or savings that may be obtained through the use of the Services. Before making any financial decisions or implementing any financial strategy, including recommendations of third parties identified through the Services, EqualFuture recommends that you obtain additional information and advice of accountants or other financial advisors who are fully aware of your individual circumstances.

d) No Warranties Regarding Third Parties. EqualFuture makes no representations, warranties, or guarantees, express or implied, regarding any third-party service or

advice provided by a third party, or any quotes or offers provided through the Services. EqualFuture does not endorse any particular advisor or other third-party. EqualFuture acts solely as an intermediary between you and third-party service providers and expressly disclaims any and all liability for any content, products, or services provided by such service providers. See Section 3, above, for more information regarding third parties and third-party services.

9. Limitation of Liability.

In no event will EqualFuture be liable to you for any incidental, special, consequential, direct, indirect, or punitive damages, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, whether or not EqualFuture has been informed of the possibility of such damage. Some jurisdictions do not allow the disclaimer of warranties or limitation of liability in certain circumstances. Accordingly, some of the above limitations may not apply to you.

10. Termination.

If you violate these Terms, your permission to use the Services will automatically terminate. In addition, EqualFuture in its sole discretion may suspend or terminate your user account and/or suspend or terminate some or all of your access to the Services at any time, with or without notice to you. You may terminate your account at any time by contacting Customer Service info@equalfuture.com. After your account is terminated, information and content previously provided by you will no longer be accessible through your account, but EqualFuture may continue to store such information and content, and it may also be stored by third parties to whom it has been transferred through your use of the Services. All provisions of the Terms which by their nature should survive termination, including, without limitation, ownership provisions, disclaimers of warranties, indemnification and limitations of liability.

11. Governing.

These Terms are governed by the laws of the State of California, without regard to conflict of law principles. Subject to Section 12, which provides that disputes are to be resolved through binding arbitration or small claims court, to the extent that any lawsuit or court proceeding is permitted hereunder, you and EqualFuture agree to submit to the exclusive personal jurisdiction of the state courts and federal courts located within San Mateo County, California, for the purpose of litigating all such disputes. We operate the Services from our offices in California, and we make no representation that information and materials included in the Services are appropriate or available for use in other locations.

12. Dispute Resolution by Binding Arbitration; Class Action Waiver.

In the interest of resolving disputes between you and EqualFuture in the most expedient and cost-effective manner, you and EqualFuture agree to resolve disputes through binding arbitration or small claims court instead of in courts of general jurisdiction ("Agreement to Arbitrate"). Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the

same damages and relief that a court can award. Any arbitration under these Terms will take place on an individual basis; class arbitrations and class actions are not permitted. You acknowledge and agree that the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that individual party's claim(s). Any relief awarded cannot affect other users.

YOU UNDERSTAND THAT BY ENTERING INTO THIS AGREEMENT, YOU AND EQUALFUTURE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

a) Claims To Be Resolved by Binding Arbitration. You and EqualFuture agree to arbitrate all disputes and claims between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory; claims that arose before this or any prior Terms; claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and claims that may arise after the termination of these Terms.

b) Exceptions. Notwithstanding Section 12(A), you and EqualFuture agree that no statement herein shall be deemed to waive, preclude, or otherwise limit either party's right to

- (i) bring an individual action in small claims court;
- (ii) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available;
- (iii) seek injunctive relief in any competent court of law; or
- (iv) to file suit in a court of law to address intellectual property infringement claims.

c) Arbitrator. Any arbitration between you and EqualFuture will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting EqualFuture.

d) Notice and Process. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to EqualFuture should be addressed to: EqualFuture Corp 541 Jefferson Ave., Suite 100, Redwood City, CA 94063 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If you and EqualFuture do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or EqualFuture may commence an arbitration proceeding.

e) Fees. In the event that you commence arbitration in accordance with these Terms, EqualFuture will, at your request, reimburse you for your payment of the arbitration filing fee, unless your claim is for greater than \$10,000, in which case the payment of any

fees shall be decided by the AAA Rules. Any request for payment of fees by EqualFuture should be submitted by mail to the AAA along with your Demand for Arbitration and EqualFuture will make arrangements to pay all necessary fees directly to the AAA. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), you agree to reimburse EqualFuture for all fees associated with the arbitration paid by EqualFuture on your behalf that you otherwise would be obligated to pay under the AAA's rules.

If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a non-appearance based telephonic hearing, or by an in-person hearing as established by the AAA Rules. Any in-person arbitration hearings will take place at a location to be agreed upon in San Mateo County, California. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

f) No Class Actions. Unless both you and EqualFuture agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

YOU AND EQUALFUTURE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

g) Opt-Out. If you are a new EqualFuture user, you can choose to reject the arbitration agreement contained in this Section 12 ("opt-out") by mailing us a written opt-out notice ("Opt-Out Notice"). The Opt-Out Notice must be postmarked no later than thirty (30) days after the date you accept these Terms for the first time. You must mail the Opt-Out Notice to the Notice Address listed in Section 12(D), above.

The Opt-Out Notice must contain your name, address (including street address, city, state and zip code), and the user name(s) and email address(es) associated with the EqualFuture account(s) to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other parts of the Terms will continue to apply to you. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with EqualFuture.

h) Modifications. If EqualFuture makes any future change to this Agreement to Arbitrate (other than a change to the Notice Address), you may reject any such change by sending us written notice within 30 days of the change to the Notice Address provided above. You acknowledge and agree that, in the event you reject any future change,

your account with EqualFuture shall be immediately terminated and you will arbitrate any dispute between us in accordance with the language of this provision.

i) Severability and Enforceability. If an arbitrator or court decides that any part of this Section 12 is invalid or unenforceable, the other parts of this Section 12 shall still apply. If the entirety of this Section 12 is found to be unenforceable, then the parties agree that the exclusive jurisdiction and venue described in Section 11 shall govern any action arising out of or related to these Terms, and that the remainder of the Terms will continue to apply.

13. Modification of the Services.

EqualFuture reserves the right to modify or discontinue, temporarily or permanently, some or all of the Services at any time without any notice or further obligation to you. You agree that EqualFuture will not be liable to you or to any third party for any modification, suspension, or discontinuance of any of the Services.

14. General.

a) Entire Agreement. These Terms, together with the [Privacy Policy](#) constitute the entire and exclusive understanding and agreement between you and EqualFuture regarding your use of and access to the Services, and except as expressly permitted above may only be amended by a written agreement signed by authorized representatives of the parties.

b) No Waiver. The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of the Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

c) Paragraph Headers. Use of paragraph headers in the Terms is for convenience only and shall not have any impact on the interpretation of particular provisions.

d) Severability. In the event that any part of the Terms is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

e) Partner Terms. In some instances, EqualFuture's third party partners require that EqualFuture users agree to be bound by some additional terms of use that are specific to particular products or services ("Partner Terms"). In the event of any conflict between the Partner Terms and EqualFuture's Terms of Use, EqualFuture's Terms of Use govern and control.

15. Notice to California Residents.

Under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the service.

16. EqualFuture Customer Service.

To contact us with questions or suggestions about the service please email us at info@equalfuture.com.