

Terms and Conditions

Effective: March 1st 2022

Customer Agreement:

This User Agreement (“Agreement”) is a contract between you and Trove Africa Holdings, Inc. (“Company”) and applies to your use of Trove’s products and services, features, technologies, and/or functionalities offered by the Company on our website, in our mobile application or through any other means (“Services”). Our Services are provided to you subject to this Agreement as well as our [Privacy Policy](#) (“Privacy Policy”) which is incorporated in this Agreement by this reference.

1. Third party agreements

You acknowledge and agree that this Agreement is between you and Company, not with any third party (including, but not limited to, Apple®, Google®, or any mobile carrier), and that Company is solely responsible for our Services. Your use of the Services may be subject to separate agreements you may enter into with your mobile device operating system provider (e.g., Apple, Google or Microsoft®), your mobile device manufacturer (e.g., Apple, Samsung®), and other parties involved in providing your mobile device service. Third party operating system providers such as Apple, Google, and Microsoft, your phone or other mobile device manufacturer, your wireless carrier or other network provider, any other product or service provider related to your mobile device service are collectively referred to as “Covered Third Parties.” You agree to comply with all applicable third-party terms of agreement when using our Services. Company is not a party to those agreements and has no responsibility for the products and services provided by third parties.

2. Service terms

Eligibility and Account Registration

As further detailed in our Privacy Policy, in order to register, create and use an account, Company may require that you submit certain Personal Information (as defined in the Privacy Policy), including but not limited to your name, email address, text-enabled cellular/wireless telephone number, street address or zip code, and date of birth to Company. During the registration process, or when you access our Services from a phone, your phone's device ID is also stored. You agree that the Personal Information you provide to Company upon registration and at all other times will be true, accurate, current and complete, and you agree to maintain and update this Personal Information with us as necessary.

Types of Accounts

We offer two different types of accounts, personal and business accounts. We may require that you provide more information to complete a transaction. Personal accounts may not be used for business, commercial or merchant transactions. Business account use is limited. Business accounts must be applied for and explicitly authorized. By opening a business account and accepting the terms as outlined in this Agreement, including, but not limited to, the Rules and Restrictions for Business Accounts set forth below, you attest that neither you nor your business is establishing a business account primarily for personal, family or household purposes. We may reverse or place a hold on your transactions or place a reserve on your funds if you are in breach of this Agreement, including, but not limited to, if you are using a personal account for business purposes or a business account for personal, family or household purposes.

Identity Authentication

You hereby authorize the Company, directly or through third parties, to make any inquiries we consider necessary to validate your identity and/or authenticate your identity and account information and, for business accounts, your company or employer. This may include asking you for further information and/or documentation about your account usage or identity, or requiring you to take steps to confirm ownership of your email address, wireless/cellular telephone number or financial instruments, and verifying your information against third party databases or through other sources. This process is for internal verification purposes.

Transaction History

You have the right to view your account history by logging into your Trove account. If you have a U.S. account, you can also download your account statement directly from the app.

Quotes, Market Information, Research and Internet Links

Quotes, news, research and information accessible through Trove (including through links to outside websites) ("Information") are prepared by independent providers. The Information is the property of Trove, the Providers or their licensors and is protected by law. Customer agrees not to reproduce, distribute, sell or commercially exploit the Information in any manner without written consent of Trove or the Providers. Trove reserves the right to terminate access to the Information. None of the Information constitutes a recommendation by Trove or a solicitation to buy or sell. Neither Trove nor the Providers guarantee accuracy, timeliness, or completeness of the Information. RELIANCE ON QUOTES, DATA OR OTHER INFORMATION IS AT CUSTOMER'S OWN RISK. IN NO EVENT WILL TROVE OR THE PROVIDERS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES ARISING

FROM USE OF THE INFORMATION. THERE IS NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE INFORMATION, INCLUDING WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR USE OR WARRANTY OF NON-INFRINGEMENT.

Transaction Limits

We may, at our discretion, impose limits on the amount of transactions you conduct through our Services. Please see our FAQs for more details on limits. If we have authenticated your identity, we may increase your transaction limits. These limits may change from time to time at the Company's sole discretion.

Funding Source Limitations

In order to manage risk, the Company may limit the funding sources available for your use to fund any particular transaction. For example, we may limit the number of times a Mobile Money account can be used as a funding source. Please note that the various funding sources have different dispute resolution rights and procedures in the event your transaction turns out to be unsatisfactory. Your dispute resolution rights are determined by the funding source used to fund your transaction.

Fees

We reserve the right to modify the fees we charge for our services in the future. If we do, we will notify you and provide a grace period before any fee changes are implemented.

Payment Investigation

Payment investigation is a process by which Company reviews certain potentially high-risk transactions. If a payment is subject to payment investigation, the Company will place a hold on the payment. Company will conduct a review and either clear or cancel the payment. If the payment is cleared, the Company will notify the beneficiary. Otherwise, the Company will cancel the payment and the funds will be returned to the originating funding source. The Company also reserves the right to freeze or block accounts that we deem to have acquired funds illegitimately. Additionally, in the case you are unable to provide the original source of funds, whereby investigations are on-going, the company also reserves the right to freeze your account.

Order Cancellation/Modification:

Customer acknowledges that it may not be possible to cancel/ modify an order and that Customer is responsible for executions notwithstanding a cancel/modify request.

Confirmations

Customer agrees to monitor each order until Trove confirms execution or cancellation. Customer acknowledges that confirmations of executions or cancellations may be delayed or may be erroneous (e.g., due to computer system issues) or may be cancelled/adjusted by an exchange. Customer is bound by the actual order execution, if consistent with Customer's order. If Trove confirms execution or cancellation in error and Customer delays reporting such error, Trove reserves the right to remove the trade from the account or require Customer to accept the trade, at Trove's discretion.

Risk of Reversals, Chargebacks and Claims

When you receive a payment, you are liable to the Company for the full amount of the payment plus any fees if the payment is later invalidated for any reason. This means that, in addition to any other liability, you will be responsible for the amount of the payment, plus applicable fees if you lose a claim or a chargeback, or if there is a reversal of the payment. You agree to allow Company to recover any amounts due to Company by debiting your balance. If there are insufficient funds in your balance to cover your liability, you agree to reimburse the Company through other means. If Company is unable to recover the funds from your primary funding source, Company may attempt to contact you, Company may recover the funds from your alternate funding sources, or may take other legal actions to collect the amount due, to the extent allowed by applicable law.

Balances

You need to maintain a balance in your account in order to make payments. If you do hold a balance, the Company will hold your funds separate from its corporate funds, will not use your funds for its operating expenses or any other corporate purposes, and will not voluntarily make your funds available to its creditors in the event of bankruptcy. While your funds are in our custody, Company will combine your funds with the funds of other users and place those pooled accounts in one or more bank accounts in Company's name. Company is not a bank or other chartered depository institution. Funds held by Company or its service providers (including any bank service providers) in connection with the processing of transactions are not deposit obligations and are not insured for the benefit of the user by the Federal Deposit Insurance Corporation or any other governmental agency. Funds held in balance are an ancillary function of enabling money transmission and not for other benefits.

Negative Balances

If the balance in your account is negative for any reason, Company may set off the negative balance by deducting amounts you owe Company from money you receive into your account, or money you attempt to withdraw or send from your account. You agree to allow Company to recover any amounts due to Company by debiting your balance. If there are insufficient funds in your balance to cover your liability, you agree to reimburse the Company through other means. If Company is unable to recover the funds from your primary funding source, Company may attempt to contact you, Company may recover the funds from your alternate funding sources, or may take other legal actions to collect the amount due, to the extent allowed by applicable law.

Setoff of Past Due Amounts

If you have a negative balance or other past due amount to Company, Company may make attempts on your funding source to cover the amounts. If Company is unable to recover the funds from your primary funding source, Company may attempt to contact you, Company may recover the funds from your alternate funding sources, or may take other legal actions to collect any amounts that are more than 90 days past due, to the extent allowed by applicable law.

Options

You may transfer funds to your linked Account(s) using the standard transfer options. We don't offer the ability to access funds via ATM or at retail locations.

Transfer Limits

We may limit the amount you can transfer out of your account at a given time.

Transaction Reviews

We review account and transaction activity at various times, including when you initiate a transfer of funds out of your account. This review checks for, among other things, suspicious or illegal activity, and whether your account activities comply with this Agreement. Reviews may result in:

1. delayed, blocked or cancelled transfers;
2. funds being held by The Company;
3. funds being applied to a negative account balance or used to offset loss incurred the Company ;
4. account suspension or termination;
5. funds being seized to comply with a court order, warrant or other legal process;
and/or
6. funds you previously being reversed

In connection with our review process, you may be required to provide us with additional information and/or documentation to verify your identity. We may limit your account and your access to funds in it until verification is completed.

Fees

Fees we charge for our services may change from time to time in our sole discretion.

Closing Your Account

You may close your account at any time, provided there are no pending or in-progress transactions. You may close your account by emailing us at hello@troveapp.co and requesting that we close your account. It may take up to 30 days for your account closure to be complete. ii. Limitations on Closing Your Account You may not close your account to evade a payment investigation. If you attempt to close your account while we are investigating, we may hold your funds for up to 180 days to protect Company or a third party against the risk of reversals, chargebacks, claims, fees, fines, penalties and other liability. You will remain liable for all obligations related to your account even after the account is closed.

Termination

Upon Termination of this Agreement for any reason, we have the right to prohibit your access to our Services, including without limitation by deactivating your account, and to refuse future access to our Services by you or if a business entity, its parent, affiliates or subsidiaries or its or their successors.

3. MOBILE APPLICATIONS

Third Party Operating System Providers, Phone Manufacturers, and Wireless Carriers.

The Trove mobile application works on an application linked to a particular device and operating system, such as Apple's iOS operating system. Company is solely responsible for providing maintenance and support services for the Services. Covered Third Parties have no obligation to provide maintenance or support services for our Services. Covered Third Parties have no warranty obligations whatsoever with respect to our Services and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of our Services to conform to any warranty provided by Company, if any, will be Company's sole responsibility. Company, not any Covered Third Parties, is responsible for addressing any claims relating to our Services, including, but not limited to: (i) product liability claims; (ii) any claim that our Services fail to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection or similar legislation; and (iv) intellectual property claims. Please see the Contact Us section below for how to contact the Company. If you are using our Services on an Apple device, you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement, and that Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary. Such rights may also accrue to other handset manufacturers and operating systems which participate in our Services. If you use our Services on your mobile phone, you are responsible for any fees that your phone service provider charges for SMS, data services, etc. Your phone service provider is not the provider of our Services.

4. GENERAL TERMS AND CONDITIONS.

Notices to You

You agree that the Company may provide notice to you by posting it on our website and internet properties, or if we have your email address or street address, by emailing it to the email address listed in your account or mailing it to the street address listed in your account. Such notice shall be considered to be received by you within 24 hours of the time it is posted to our website or emailed to you unless we receive notice that the email was not delivered. If the notice is sent by mail, we will consider it to have been received by you three Business Days after it is sent. Company's Business Days include all days on which the New York Federal Reserve Bank is open for business. We may also provide notice when you access our Services.

Notices to Company

Notice to Company must be sent by postal mail to: Trove Africa Holdings, Inc.,
Attention: Legal Department.

Calls to You

By Providing Company a telephone number (including a wireless/cellular telephone), you consent to receiving autodialed and prerecorded message calls from Company at that number should the need arise.

Taxes

It is your responsibility to determine what, if any, taxes apply to your transactions, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. Company is not responsible for determining whether taxes apply to your

transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

Children's Privacy

Protecting the privacy of young children is especially important. For that reason, we do not knowingly collect or solicit personal information from anyone under the age of 13 or knowingly allow anyone under 13 to register for our Services. If you are under 13, please do not send any information about yourself to us, including your name, address, telephone number, or email address. No one under age 13 is allowed to provide any personal or payment information to us through our Services. If we learn that we have collected personal information from a child under age 13 without verification of parental consent, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under 13, please contact us at the information provided below in the "Contact Us" section.

Loss or Theft of Account Information, PIN, and Mobile Device

If you believe that any of your account registration information, PIN or mobile device containing the Trove App has been lost or stolen, or if your account history shows transfers that you did not make, immediately contact the Company.

Notification Requirements:

You should immediately notify Company if you believe:

1. There has been an Unauthorized Transaction, unauthorized access to your account, or the occurrence of an Other Error;

2. There is an error in your transaction history or your transaction confirmation sent to you by email;

3. Your password has been compromised;

4. You should regularly log into your account and review your transaction history to ensure that there has not been an Unauthorized Transaction or Other Error. Company will also send an email/text to the primary email address/phone number on file in order to notify you of each transaction from your account. You should review these emails to ensure that each transaction was authorized and is accurate.

5. Processing Errors We will rectify any processing error that we discover. If the error results in your receipt of less than the correct amount to which you are entitled, the Company will credit your account for the difference. If the error results in your receipt of more than the correct amount to which you are entitled, the Company will debit the extra funds from your account.

Restricted Activities

In connection with your use of our website, your account, or our Services, or in the course of your interactions with Company, a user or a third party, you will not:

violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising);

infringe Company's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;

act in a manner that is defamatory, trade libelous, unlawfully threatening or unlawfully harassing.

provide false, inaccurate or misleading Personal Information.

create more than one account for yourself, through, among other methods, using a name that is not yours, using temporary email address(es) or phone number(s), or providing any other falsified Personal Information;

send or receive what we reasonably believe to be potentially fraudulent funds;

refuse to cooperate in an investigation or provide confirmation of your identity or any Personal Information you provide to us;

attempt to double dip during the course of a dispute by receiving or attempting to receive funds from both Company and the recipient of funds, bank, or credit card issuer for the same transaction;

use an anonymizing proxy;

control an account that is linked to another account that has engaged in any of these restricted activities;

control or possess more than one account without authorization from Company;

conduct your business or use our Services in a manner that results in or may result in complaints, disputes, claims, reversals, chargebacks, fees, fines, penalties and other liability to Company, a user, a third party or you;

use the Service to make transactions for the purpose of earning rewards, perks, miles, points, etc. with your credit card, debit card, or bank account;

allow your account to have a negative balance; provide yourself a cash advance from your credit card (or help others to do so);

disclose or distribute another user's Personal Information to a third party, or use the information for marketing purposes unless you receive the user's express consent to do so;

send unsolicited email to a user or use our Services to collect payments for sending, or assisting in sending, unsolicited email to third parties;

take any action that imposes an unreasonable or disproportionately large load on our infrastructure;

facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information;

use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission;

use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere, with our website or our Services;

take any action that may cause us to lose any of the services from our internet service providers, payment processors, or other suppliers;

use the Service to test credit card behaviors;

add cash from a card or mobile money account that you don't own without the owner's permission.

If Trove in its sole discretion believes that a Customer account has been involved in any fraud or crime or violation of laws or regulations, or has been accessed unlawfully, or is otherwise involved in any suspicious activity (whether victim or perpetrator or otherwise), Trove may suspend or freeze the account or any privileges of the account, may freeze or liquidate funds or assets, or may utilize any of the remedies in this Agreement for a "Default".

Acceptable Use

You agree you will not use our Services to violate any law, statute, ordinance, or regulation relating to sales of:

counterfeit goods;

narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety;

drug paraphernalia;

items that encourage, promote, facilitate or instruct others to engage in illegal activity;

items that promote hate, violence, racial intolerance, or the financial exploitation of a crime;

items that are considered obscene;

items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;

certain sexually oriented materials or services;

ammunition, firearms, or certain firearm parts or accessories; or

certain weapons or knives regulated under applicable law; You further agree that you will not use our Services to conduct transactions that:

show the personal information of third parties in violation of applicable law;

support pyramid or ponzi schemes, matrix programs, other “get rich quick” schemes or certain multi-level marketing programs;

are associated with purchases of annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card;

are for the sale of certain items before the seller has control or possession of the item;

are by payment processors to collect payments on behalf of merchants;

are associated with the sale of traveler’s checks or money orders;

provide certain credit repair or debt settlement services involve the sales of products or services identified by government agencies to have a high likelihood of being fraudulent;

are otherwise related to illegal activity, gambling, pornography, obscene material or otherwise objectionable content or activities Violating applicable laws or industry regulations regarding the sale of:

tobacco products;

prescription drugs and devices involve gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of

skill (whether or not it is legally defined as a lottery) and sweepstakes unless the operator has obtained prior approval from Company and the operator and customers are located exclusively in jurisdictions where such activities are permitted by law; or provide certain credit repair or debt settlement services involve the sales of products or services identified by government agencies to have a high likelihood of being fraudulent.

Legal Compliance

You are solely responsible for ensuring that your use of our Services is in conformance with applicable federal, state and local laws and regulations. By using our Services, you warrant and represent that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Actions We May Take

You are solely responsible for ensuring that your use of our Services is in conformance with applicable federal, state and local laws and regulations. By using our Services, you warrant and represent that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Your Liability

You are responsible for all reversals, chargebacks, claims, fees, fines, penalties and other liability incurred by Company, a user, or a third party caused by or arising out of

your breach of this Agreement, and/or your use of our Services. You agree to reimburse Company, a user, or a third party for any and all such liability. You acknowledge that you are responsible for the accuracy of all payments sent using our Services, including but not limited to the accuracy of the amount paid and the recipient. Company shall not be responsible or in any way held liable due to inaccurate payments, including but not limited to sending an incorrect amount of money or sending money to an incorrect recipient.

Actions by the Company

If we have reason to believe that you have engaged in any restricted activities, made excessive or unexplainable transactions, violated any parts of this Agreement or provided any incorrect information, we may take various actions to protect Company, another user, a third party, or you from reversals, chargebacks, claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

We may close, suspend, or limit your access to your account or our Services (such as limiting access to any of your funding sources, and your ability to send money, make withdrawals, or remove financial information);

we may contact users who have sent you money, contact your bank or credit card issuer, and warn other users, law enforcement, or impacted third parties of your actions;

may update inaccurate information you provided us;

we may refuse to provide our Services to you in the future;

we may hold your funds for up to 180 days if reasonably needed to protect against the risk of liability; and

we may take legal action against you.

Company, in its sole discretion, reserves the right to terminate this Agreement, access to its website, or access to the Service for any reason and at any time upon notice to you and payment to you of any unrestricted funds held in custody for you.

Account Closure, Termination of Service, or Limited Account Access

If we limit or close your account or terminate your use of our Services for any reason, you may contact us and request restoration of access if appropriate. However, if we deem you violated this Agreement, restoration is at our sole discretion. You may stop using our Services at any time or may close your accounts by contacting us. Company, in its sole discretion, reserves the right to terminate our Services, to terminate this Agreement, or to terminate your access to our Services for any reason and at any time. If we terminate or limit your use of our Services for any reason, we will use commercially reasonable efforts to provide you with notice of our actions.

Policy Violation

User Fines If Company incurs any damages because you violate our policies, break any laws, or otherwise cause Company to suffer any damages or incur any expenses then we may hold your funds up to 180 days, fine you for each such violation and take legal action against you to recover additional losses, investigation costs, fines, or legal fees we may incur. You acknowledge and agree that a fine of US \$2,500.00 for violations of our Agreement is presently a reasonable minimum estimate of Company's damages, considering all currently existing circumstances, including the relationship of the sum to the range of harm to Company that reasonably could be anticipated and the anticipation

that proof of actual damages may be impractical or extremely difficult. Company may deduct such fines directly from any existing balance in the offending account, or any other account you control.

Disputes with Company

Dispute with Company If a dispute arises between you and Company, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. Disputes between you and Company regarding our services may be reported by emailing us at the following email address: support@trovefinance.com

Law and Forum for Disputes;

This User Agreement shall be governed in all respects by the laws of the State of Delaware, without regard to conflict of law provisions, except to the extent that federal law applies. ANY CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTED WITH THIS USER AGREEMENT MUST BE ASSERTED INDIVIDUALLY IN BINDING ARBITRATION CONDUCTED BY A SINGLE ARBITRATOR WITH EXPERIENCE IN CONSUMER ONLINE PAYMENT SERVICES DISPUTES ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND THE AAA SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES. The forum for arbitration shall be in the city closest to your residence having a federal district courthouse. The arbitrator shall not conduct any form of class or collective arbitration nor join or consolidate claims by or for individuals. To the extent allowed by applicable law, the Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this User Agreement including, but not limited to, any claim that all or any part of this User Agreement is void or voidable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. For any

non-frivolous claim, Company will pay the costs of the arbitration (but not your attorney fees), up to \$3,000. This User Agreement and each of its parts evidence a transaction involving interstate commerce, and the United States Arbitration Act shall apply in all cases and govern the interpretation and enforcement of the arbitration rules and arbitration proceedings. There are only two exceptions to this agreement to arbitrate. First, if we reasonably believe that you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any court of competent jurisdiction.

Waiver of Right to Jury;

Class Action Waiver TO THE EXTENT ALLOWED BY LAW, YOU AGREE TO IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY OR OTHER COURT TRIAL (OTHER THAN SMALL CLAIMS COURT) OR TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING FILED AGAINST US AND/OR RELATED THIRD PARTIES.

Liability of Company for Failure to Complete Transactions

If Company does not complete a transaction to or from your account, or using your saved payment information, on time or in the correct amount according to this Agreement, Company will be liable for your losses or damages to the extent required by law. Company will not be liable:

If, through no fault of Company's, you do not have enough money in your balance, and Company is unable to charge the transaction to your linked account, for reasons including but not limited to you exceeding any applicable credit limit; the funds in your account are subject to legal process or other encumbrance restricting their use;

If our Services were not working properly and you knew about the breakdown when you started the transaction

If the Company is unable to access a linked account for any reason other than due to Company's fault;

If you provided inaccurate or incomplete information regarding the transfer;

If the transfer appears suspicious, fraudulent, or unauthorized, and Company cannot confirm that it is a legitimate transfer, or if the account of either user involved in the transfer is under investigation by Company or if the transfer is or appears to be prohibited by any applicable law or rules.

Disclaimers of Warranty; Damages Exclusions

Unless otherwise prohibited by law, you assume all responsibility for your use of our Services and use them at your own risk. To the fullest extent permissible under applicable law, all such representations, warranties, guarantees and conditions are disclaimed, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, noninfringement of intellectual property rights, or other terms which might otherwise be implied by statute, common law or in equity.

Company does not warrant that our Services will be uninterrupted or error-free, that defects will be corrected, or that our Services, or the servers that process information for our Services, are free of viruses, bugs or other harmful components. On behalf of Company, Covered Third Parties, and each of our respective affiliates, vendors, agents and suppliers, Company makes the following disclaimers set forth in this section: our Services are provided on an "as is", "as available" and "with all faults" basis, without any representations, warranties, guarantees, or conditions of any kind, express, implied or statutory, including, but not limited to, any warranty as to the use or operation of the services, or the information, content or other materials related to the services, whether provided by Company, any third party, or any of the Covered Third Parties. Neither Company, nor any third party, nor any of the Covered Third Parties warrant nor make

any representations regarding the use or the results of the services in terms of correctness, accuracy, timeliness, reliability, or otherwise. You assume the entire cost of all necessary maintenance, repair, or correction to any equipment you use in accessing any of the services, including, but not limited to, your mobile phone or other device.

COMPANY IS NOT LIABLE FOR THE CONSEQUENCES OF YOU CHOOSING TO SHARE ANY PAYMENT DETAILS ON SOCIAL MEDIA OR WITHIN THE SERVICES, AND YOU AGREE TO HOLD COMPANY HARMLESS AND INDEMNIFY COMPANY FROM ANY LIABILITY arising from the actions or inactions of any external social media network in connection with the permissions you grant to the external social media network. None of Company, any third party (including, without limitation, the Bank or Shift), or the Covered Third Parties, or any of their respective affiliates, vendors, agents or suppliers will be liable for, and you agree not to seek against any of the foregoing, any damages of any kind arising from the use of the services, including, but not limited to, indirect, special, incidental, punitive, exemplary, consequential damages or damages resulting from the use of service, loss of use of the service, lost data, lost profits, or business interruption arising out of or in any way connected with the use of the services, any delays in the services, or the inability to use the services, or any portion thereof, whether based on contract, tort, negligence, strict liability or otherwise, even if all or any of us have been advised of the possibility of such damages and even if any remedy fails of its essential purpose. Company does not have any control over any products or services that are paid for with our services and Company cannot ensure that any party you are dealing with will actually complete the transaction or is authorized to do so.

Company will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner but Company makes no representations or warranties regarding the amount of time needed to complete processing because Company is dependent upon

many factors outside of our control, such as delays in the banking system or the U.S. or international mail service.

Limitations on Liability

Except as otherwise EXPRESSLY provided in this agreement, and to the extent permissible under applicable law, Company's cumulative liability to you for any claims or damages arising out of or related to your use of our Services shall not exceed the greater of the fee you paid to Company for the use of our Services or \$1.00 USD. These limitations on liability apply to: anything related to a service or any application or content made available through any such service; and claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law. These limitations on liability also apply even if: repair, replacement or a refund for the service does not fully compensate you for any losses; or Company, any third party (including, without limitation, the Bank or Shift) or a Covered Third Party knew or should have known about the possibility of the damages. These limitations on liability will apply to the maximum extent permitted by applicable law, even if any remedy fails of its essential purpose. Some states or other jurisdictions do not allow the limitation of liability so the foregoing limitations may not apply to you. You may also have other rights that vary from state to state and jurisdiction to jurisdiction.

License Grant

Certain of our Services require the use of software and software applications provided to you by Company (collectively "Software"). Company and its licensors grant you a limited, nonexclusive license to use Company's Software in the United States that we provide to you solely in accordance with this Agreement and any user documentation we may provide, including all updates, upgrades, new versions and replacements of the Software (all of which become part of the "Software") for your personal use only in accordance with this Agreement. If the Software will be downloaded to a mobile device,

this license extends to your use of the Software on a device that you own or control, as long as your use is permitted by the usage rules set forth for your particular device (for example, the Apple App Store Terms of Use). You may not rent, lease or otherwise transfer your rights in the Software to a third party. You must comply with the implementation and use requirements for the Software contained in this Agreement or in any Services documentation we provide to you. If you do not comply with such implementation and use requirements, you will be liable for all resulting damages suffered by you, Company or any third parties. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the software. You acknowledge that all rights, title and interest to Company's software are owned by Company. Your rights to use the Software cease immediately upon termination of this Agreement and you must delete all of your copies of the Software.

Indemnification

You agree to defend, indemnify and hold harmless Company and its parent, affiliates, officers, directors and employees from any claim or demand (including any damages, losses, expenses and attorneys fees resulting therefrom) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of our Services.

Release of Company

If you have a dispute with one or more users relating to payment, Company is not responsible for any such dispute and you hereby release Company (and our officers, directors, agents, joint ventures and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.

Modification of Terms

We may amend this Agreement at any time by posting a revised version on our website. The revised version will be effective at the time we post it unless it contains material changes. If we make changes to our Agreements with you that either reduce your rights or increase your responsibilities, we will provide 21 days notice to you before the changes become effective. By using our Services after a new Agreement has been posted, you agree to the revised Agreement.

Survival

In the event of termination of this Agreement or our Services, the terms in this Agreement that by their nature are continuing shall survive such termination, including but not limited to the disclaimers and limitations of liabilities.

Force Majeure

We shall not be liable for any delay or failure in the performance or in delivery or shipment of materials, or for any damages suffered by you by reason of such delay or failures, directly or indirectly caused by or in any manner arising from or connected with acts of God, acts of public enemies, riots, strikes, acts of governmental agencies, labor difficulties, failure of our power, telecommunications or other suppliers, delays in securing or shortages of raw materials, breakdown or destruction of any system or equipment, or any other cause or causes beyond our control, whether or not similar to those enumerated herein.

Miscellaneous

This Agreement and other documents (including but not limited to the [Privacy Policy](#)) referenced in or linked to this Agreement, which are hereby incorporated herein and made a part of this Agreement by this reference, contain yours and our entire

Agreement regarding your use of our Services. If any provision of this Agreement is deemed to be illegal or unenforceable, such provision shall be enforced to the extent possible, and any remaining illegality or unenforceability will not affect the validity or enforceability of any other provisions of this Agreement, which together will be construed as if such illegal or unenforceable provision had not been included in this Agreement. Any legal action arising out of your use of our Services must be brought within one year after the cause of action has arisen. The section headings in this Agreement are for convenience of reference only and are not to be considered as parts, provisions or interpretations of this Agreement. You may not transfer or assign any rights or obligations you have under this Agreement without Company's prior written consent. Company reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to that breach or subsequent or similar breaches.

Important Information About Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you, the legal entity you are opening an account for as well as its control persons and beneficial owners that will allow us to identify you and the legal entity you represent. We may also ask to see your driver's license or other identifying documentation for the legal entity, and entities and persons related to the legal entity for which you are establishing an account.

Important Information About Trove Virtual Debit Cards

The Company partners with third-party service providers to offer you access to virtual debit cards (each a “Trove Card”). By using a Trove Card, you agree to the terms and conditions set by the applicable card provider (the “Card Provider Terms”). These terms govern your use of the Trove Card and your relationship with the Card Provider. For the avoidance of doubt, the Card Provider Terms are between you and the Card Provider, not the Company (Trove). In the event of any inconsistency between this Agreement and the applicable Card Provider Terms, the Card Provider Terms will prevail.

HOW TO CONTACT US

If you are dissatisfied with any aspect of our Services that you have received from the Company, you can send a complaint to hello@troveapp.co, or lodge a complaint using the in-app customer support chat.