



Ando User Agreement

Effective: 06/23/2021

Ando, Inc.
8996 Miramar Road, Suite 310
San Diego, California 92126

Ando User Agreement

This Ando User Agreement (“User Agreement”) sets forth a legal agreement between you (“you” or “your”) and Ando, Inc., its subsidiaries and affiliates (collectively, “Ando”, “we”, “us” and/or “our”) regarding your use of the websites, mobile application (the “Application”) and/or technology platform (collectively, the “Services”) offered, operated or made available by Ando. This User Agreement applies when you access, interact with, sign up for or use any of the Ando Services and is binding as of the first date you access, use, interact with or sign up for any Services. Other aspects of the Services may be covered by other terms, conditions and agreements with Ando or third parties such as financial institutions. THIS USER AGREEMENT ALSO INCLUDES, AMONG OTHER THINGS, A BINDING ARBITRATION PROVISION THAT CONTAINS A CLASS ACTION WAIVER. PLEASE REFER TO SECTION 24 BELOW, TITLED “DISPUTE RESOLUTION,” FOR MORE INFORMATION.

If any of part of this User Agreement does not make sense, please consult a legal expert for a clarification.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING AND/OR USING THE SERVICES, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. IF AT ANY TIME YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE SERVICES.

1. Use of Services; Updates

You may not use the Services in any manner that may impair, overburden, damage, disable or otherwise compromise (i) Ando’s Services; (ii) any other party’s use and enjoyment of the Services; or (iii) the services and products of any third parties including, without limitation, any device through which you access the Application (the “Authorized Device”). You agree to comply with all applicable laws and regulations governing the downloading, installation and/or use of the Application, including, without limitation, any usage rules set forth in the online application store terms of service.

From time to time, Ando may automatically check the version of the Application installed on the Authorized Device and, if applicable, provide updates for the Ando Application (“Updates”). Updates may contain, without limitation, bug fixes, patches, enhanced functionality, plug-ins and new versions of the Ando Application. By installing the Application, you authorize the automatic download and installation of Updates and agree to download and install Updates manually if necessary. Your use of the Application and Updates will be governed by this User Agreement (as

amended by any terms and conditions that may be provided with Updates). Ando reserves the right to temporarily disable or permanently discontinue any and all functionality of the Application at any time without notice and with no liability to you.

2. Eligibility; Privacy

The Services are not available to persons under the age of 18 or to persons who are not legal residents of the United States, by visa or otherwise. BY CLICKING ANY BUTTON OR BY ACCESSING, BROWSING OR OTHERWISE USING THE SERVICES YOU REPRESENT AND WARRANT TO US THAT YOU ARE AT LEAST 18 YEARS OF AGE AND ARE A LEGAL RESIDENT OF THE UNITED STATES.

Ando has made a commitment to protecting the privacy of those who visit our websites and access the Services available therein. Ando's [Privacy Policy](#) is hereby incorporated herein by reference.

3. Registration: Accountholder Responsibilities

Certain areas of the Services are accessible only to registered accountholders. In order to access the registered-accountholder-only areas of the Services, you will need the username and password you have created. You acknowledge that use of a username and a password is an adequate form of security. You are solely responsible for (1) authorizing, monitoring, controlling access to and maintaining the strict confidentiality of your username and password, (2) not allowing another person to use your username or password, (3) any charges or damages that may be incurred as a result of your neglect to maintain the strict confidentiality of your username and password, and (4) promptly informing Ando in writing of any need to deactivate a username due to security or other concerns. Ando is not liable for any harm related to the theft of usernames or passwords, disclosure of usernames or passwords, or your authorization to allow another person or entity to access and use the Services using your username or password. You must immediately notify Ando of any unauthorized use of your username or password and any breach of confidentiality. Until Ando receives this notification from you, you will be held liable for any harm ensuing from the use of your username on the Services.

You hereby authorize Ando, directly or through third parties, to make any inquiries we consider necessary to validate your identity and/or authenticate your identity and account information. This may include asking you for further information and/or documentation about your 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.

You may not create more than one (1) Ando account. Each unique mobile device may not be associated with more than two (2) user accounts. Users who attempt to associate an excessive number of mobile devices with a single user account may be deemed to have violated this User Agreement to the extent they are deemed by Ando to have abused the Services, and may be subject to account suspension or closure.

4. Text Messages

By providing us with a telephone number for a cellular phone or other wireless device, you agree to receive autodialed and pre-recorded, non-marketing, service-related text messages from or on behalf of Ando at the phone number provided. To stop receiving text messages, you may reply STOP to any text message you receive from Ando. After you text “STOP” to us, we will send you a text to confirm that you have been unsubscribed. After this, you will no longer receive text messages from us. Standard message and data rates may apply to both non-marketing and marketing-related messages. Message frequency varies. Please be aware that cellular phone carriers are not liable for delayed or undelivered messages. If you have any questions or for help, please contact us at 1-844-960-3939 or email us at customerservice@andomoney.com. For additional information on how Ando uses your information, please see our [Privacy Policy](#).

5. Push Notifications

By agreeing to this User Agreement, you agree to receive push notifications from us. You can opt out of receiving push notifications through your device settings. Please note that option out of receiving push notifications may impact your use of the Services.

User Content

Ando does not claim ownership of the content that you provide, upload, submit or send through the Services or to Ando. You understand and agree that all materials transmitted on or through the Services are the sole responsibility of the sender, not Ando, and that you are responsible for all material you provide, upload, submit or send to or through the Services. When you provide content to Ando or through the Services, you grant Ando (and parties that we work with) a non-exclusive, irrevocable, royalty-free, transferable, and worldwide license to use your content and associated intellectual property and publicity rights in any manner and for any purpose, including to improve the Services and create other products and services. Ando will not compensate you for any of your content. You acknowledge that Ando’s use of your content will not infringe any intellectual property or publicity rights. Further, you acknowledge and warrant that you own or otherwise control all of the rights of the content you provide, and you agree to waive your moral rights and promise not to assert such rights against Ando.

6.Feedback

If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Services (“Feedback”), then you hereby grant Ando an unrestricted, perpetual, irrevocable, non-exclusive, fully paid, royalty free right to exploit the Feedback in any manner and for any purpose, including to improve the Services and create other products and services.

7.Intellectual Property

The websites, Application, the content, any materials downloaded, and all intellectual property pertaining to or contained in our Services (including but not limited to copyrights, patents, database rights, graphics, designs, text, logos, trade dress, trademarks and service marks) are owned by Ando or third parties; all right, title and interest therein shall remain the property of Ando and/or such third party owner, as applicable. All content is protected by trade dress, copyright, patent and trademark laws, as well as various other intellectual property and unfair competition laws.

8.Use of Information and Materials

The information and materials contained in these pages, and the terms, conditions, and descriptions that appear, are subject to change. Unauthorized use of Ando’s websites, Application, and Services including but not limited to unauthorized entry into Ando’s systems, misuse of passwords, or misuse of any information posted on a site is strictly prohibited. Not all products and services are available in all geographic areas. Your eligibility for particular products and services is subject to final determination by Ando and/or its affiliates.

9.Links

THE ANDO WEBSITES MAY CONTAIN LINKS TO WEB SITES CONTROLLED OR OFFERED BY THIRD PARTIES (NON-AFFILIATES OF ANDO). ANDO HEREBY DISCLAIMS LIABILITY FOR, ANY INFORMATION, MATERIALS, PRODUCTS OR SERVICES POSTED OR OFFERED AT ANY OF THE THIRD-PARTY SITES LINKED TO THE WEBSITES. BY CREATING A LINK TO A THIRD PARTY WEB SITE, ANDO DOES NOT ENDORSE OR RECOMMEND ANY PRODUCTS OR SERVICES OFFERED OR INFORMATION CONTAINED AT THAT WEB SITE, NOR IS ANDO LIABLE FOR ANY FAILURE OF ANY PRODUCTS OR SERVICES OFFERED OR ADVERTISED AT THOSE SITES. SUCH THIRD-PARTY MAY HAVE A PRIVACY POLICY DIFFERENT FROM THAT

OF ANDO AND THE THIRD PARTY WEBSITE MAY PROVIDE LESS SECURITY THAN THE ANDO WEBSITES.

10. User Conduct

By using the Services, you agree not to: (a) breach this User Agreement or any other agreement between you and Ando or violate any Ando policy; (b) access or use any part of the Services for any non-personal, commercial purpose; (c) access or use the Services for any illegal purpose or violate any law, statute, ordinance, or regulation; (d) attempt to gain unauthorized access to any other user's account; (e) modify or attempt to modify or in any way tamper with, circumvent, disable, damage or otherwise interfere with the Services; (f) access or use the Services in a way that may infringe upon the intellectual property or other rights of any third party, including, without limitation, trademark, copyright, privacy, or publicity rights; or (g) provide false, inaccurate or misleading information; (h) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Services or any part thereof (including any Application), except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; (i) modify, adapt, translate or create derivative works based upon the Services or any part thereof, except and only to the extent the foregoing restriction is expressly prohibited by applicable law; or (j) copy, distribute, transfer, sell or license all or part of the Services; (k) transfer the Application to, or use the Application on, a device other than the Authorized Device; (l) intentionally interfere with or damage operation of the Services or any user's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code; (m) take any action to circumvent, compromise or defeat any security measures implemented in the Services; (n) use the Services to access, copy, transfer, retransmit or transcode information, Ando logos, marks, names or designs or any other content in violation of any law or third party rights; or (o) remove, obscure, or alter Ando's (or any third party's) copyright notices, trademarks, or other proprietary rights notices affixed to or contained within or accessed through the Services.

11. Green Investing

Ando partners with banking service providers (the "Ando Team") and partner banks ("Partner Banks") to utilize customer deposits in order to fund Green Assets. Green Assets are any loans or securities whose proceeds are used to fund solutions which emit less emissions than traditional solutions.

12. Pay a Friend

When you use the “Pay a Friend” offered by Ando and its bank partners, we may disclose your first and last name, Ando username, profile photo, payment amount and the state associated with your address in your Ando account to other Ando members. We do this to assist Ando members to send and receive payments from other members via Ando’s Pay Friend service and to track a member’s impact within the Impact Center available on our Website and Application.

13. Ingo Service for Mobile Deposit

For certain Services, Ando and its Partner Banks have partnered with Ingo Money, Inc. (“Ingo Money”) to give you the ability to load funds to your account with the Partner Bank via mobile deposit (the “Ingo Service”). While the Ingo Service is made available to you for use with the Services, the Ingo Service is not part of the Services. The terms and conditions under which the Ingo Service is made available to you are as set forth in Ingo's separate terms and conditions (the “Ingo Service Terms”) which we will make available to you for review prior to your use of the Ingo Service. This User Agreement in no way supplements or detracts from any term or condition of the Ingo Service Terms including with respect to Ingo's processing, cashing, or acceptance of any check you submit for deposit through the Ingo Service. NEITHER ANDO NOR ANY PARTNER BANK MAKES ANY WARRANTIES FOR THE INGO SERVICE AND YOUR USE OF THE INGO SERVICE IS SUBJECT SOLELY TO THE INGO SERVICE TERMS AND EACH OF ANDO AND ITS PARTNER BANKS HEREBY DISCLAIMS ANY LIABILITY TO YOU FOR YOUR USE OF AND ACCESS TO THE INGO SERVICE.

14. Amendment of User Agreement

Ando reserves the right, in its sole discretion, at any time to modify, augment, limit, suspend, discontinue or terminate any or all Services without advance notice, except where required by applicable law. All modifications and additions to the Services shall be governed by this User Agreement, unless otherwise expressly stated by Ando in writing. Ando may, from time to time, modify the User Agreement. Please check this User Agreement periodically for changes. Your continued use of the Services after the changes become effective constitutes your binding acceptance of such changes. In the event that a change to this User Agreement materially modifies your rights or obligations, we will make an effort to notify you of the change, such as by sending you an email to the email address we have on file for you, or presenting a pop-up window or other notification to you through the Services when you log in, and we may require that you accept the modified User Agreement in order to continue to use the Services. Immaterial modifications are effective upon publication, and material changes will be effective upon the earlier of (a) continued use of the Services with actual knowledge of the modification, or (b) thirty (30) days following the change. For the avoidance of doubt, disputes arising hereunder will be resolved in accordance with the User Agreement in effect at the time the dispute arose. You can determine when this

User Agreement was last revised by referring to the “Last Updated” legend at the top of then-current version of this User Agreement.

15. Termination and Effect of Termination

Without limiting other remedies, Ando may immediately terminate or suspend your access to and/or use of the Services and remove, subject to any regulatory retention requirements, any material from the Services or our servers, in the event that you breach this User Agreement. Notwithstanding the foregoing, we also reserve the right to terminate, limit or suspend your access to or use of the Services at any time and for any reason or no reason. You may terminate acceptance of this User Agreement at any time by permanently deleting the Application in its entirety from the Authorized Device, whereupon (and without notice from Ando) any rights granted to you herein will automatically terminate. If you fail to comply with any provision of this User Agreement, any rights granted to you herein will automatically terminate. In the event of such termination, you must immediately delete the Application from the Authorized Device.

After any termination of this User Agreement: you understand and acknowledge that we will have no further obligation to provide or allow access to the Services (including without limitation to generate or provide any reports or analyses). Upon termination, all licenses and other rights granted to you by this User Agreement will immediately cease. Ando is not liable to you or any third party for termination of the Services or termination of your use of the Services. UPON ANY TERMINATION OR SUSPENSION, ANY INFORMATION (INCLUDING ANY SUBMISSIONS) THAT YOU HAVE SUBMITTED, POSTED, UPLOADED OR OTHERWISE MADE AVAILABLE ON THE SERVICES OR WHICH ARE RELATED TO YOUR ACCOUNT MAY NO LONGER BE ACCESSED BY you. Furthermore, except as may be required by applicable law or as provided in our Privacy Policy, Ando will have no obligation to store or maintain (or delete or destroy) any information stored in our database or to forward any information to you or any third party.

16. INDEMNIFICATION

You agree to protect and fully compensate Ando and its affiliates from any and all third-party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney’s fees) caused by or arising from your use of the Services, your violation of this User Agreement or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

17. NO WARRANTY

THE INFORMATION AND THESE MATERIALS CONTAINED IN THE SERVICES, INCLUDING TEXT, GRAPHICS, LINKS OR OTHER ITEMS ARE PROVIDED “AS IS,” “AS AVAILABLE.” ANDO DOES NOT WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THIS INFORMATION AND MATERIALS AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THEM. NO WARRANTY OF ANY KIND, IMPLIED, EXPRESSED OR STATUTORY INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM COMPUTER VIRUS, IS GIVEN IN CONJUNCTION WITH THE INFORMATION AND MATERIALS.

18. LIMITATION OF LIABILITY

IN NO EVENT WILL ANDO BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING IN CONNECTION WITH THE SERVICES OR ANY LINKED SITE OR USE THEREOF OR INABILITY TO USE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF ANDO OR OUR REPRESENTATIVES, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CERTAIN CIRCUMSTANCES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

19. Availability

The Services are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation.

20. Additional Terms

Certain sections or pages on the websites or the Application may contain additional terms and conditions. In the event of a conflict, the additional terms and conditions will govern for those

sections or pages. Without limiting the generality of the foregoing statement, any dispute relating to an Ando product or service shall be subject to resolution in accordance with Section 24 (“Dispute Resolution”) below.

Ando works hard to offer you products and services that it believes to be useful and reliable; however, Ando does not provide, endorse, or guarantee these unaffiliated third-party products, services, or information nor does it guarantee their accuracy. Ando is not liable for any third party’s failure with regard to such advertised products, services, and information.

21. Users Outside of the United States

Certain Ando products may only be available in some states in the United States. You may not use or export or re-export any portion of this website in violation of any applicable laws or regulations, including without limitation United States export laws and regulations. Ando makes no representation that the documents, pages, images or other materials or content on the websites or Application are appropriate or available for use in jurisdictions outside the United States.

22. Minors

Ando is not directed at children under the age of thirteen years old. Ando does not knowingly collect personal information from children under thirteen years old from this website or from the Ando Application.

23. General

Except as otherwise required by applicable law, the User Agreement and the resolution of any disputes under Section 24 (“Dispute Resolution”) below, shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of laws principles.

This User Agreement, together with the Privacy Policy and any other agreements expressly incorporated by reference herein, constitute the entire and exclusive understanding and agreement between you and Ando 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.

You may not assign or transfer this User Agreement or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign this User

Agreement or any of our rights or obligations under this User Agreement at any time without notice.

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 this User Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. Use of paragraph headers in this User Agreement is for convenience only and shall not have any impact on the interpretation of particular provisions. In the event that any part of this User Agreement 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.

24. Dispute Resolution

Any claim, dispute, or controversy (“Claim”) between you and Ando arising out of or relating in any way to this User Agreement or your access to or use of the Services, no matter how described, pleaded or styled, shall be finally and exclusively resolved by binding individual arbitration conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules in your state of residence at a location that is reasonably convenient for both parties.

ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER YOU NOR ANDO WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER YOU NOR ANDO WILL HAVE THE RIGHT TO A TRIAL BY JUDGE OR JURY.

Ando will pay the initial filing fee to commence the arbitration.

You and Ando will have every remedy available in arbitration as you and Ando would have from a court and will be entitled to reasonable discovery. All determinations as to the scope, interpretation, enforceability and validity of this User Agreement shall be made finally and exclusively by the arbitrator. The arbitrator’s award will be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

This arbitration provision shall survive: (i) the termination of this User Agreement; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your account, to any other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable,

the remaining portions shall nevertheless remain in force. Any different agreement regarding arbitration must be agreed to in writing.

This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16.

**IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT,
DO NOT ACTIVATE OR USE THE SERVICES.**
