

# Mobile Application Terms of Use

Last Modified: July 11, 2024

## Acceptance of the Terms of Use

These Terms of Use are entered into by and between You, Goalsetter, LLC ("Goalsetter,"), and InTouch Credit Union. Goalsetter and its affiliates are collectively referred to as **Company**," **"we," "us,"** or **"our."** The following terms and conditions, together with any documents that they expressly incorporate by reference (collectively, "**Terms of Use**"), govern your access to and use of the Goalsetter Application (collectively, "**App**"), including any content, functionality, and services offered on or through the App, whether as a visitor or a registered user. As used in these Terms of Use, "Goalsetter Account" means the account you have with us for services provided through Goalsetter and InTouch Credit Union. For purposes of these Terms, "Business Day" means Monday through Friday, excluding U.S federal banking holidays. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect.

Please read the Terms of Use carefully before you start to use the App. Through the App, we seek to educate and create the next generation of smart savers. **By using the App, you are acting on your own behalf and on behalf of any of your children using the App, accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <https://www.goalsetter.co/files/WLprivacynotice.pdf>, incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the App.

## Parental or Legal Guardian Consent / Accounts for Minors

Our App is offered and available to users who are 18 years of age or older. However, you may establish a Goalsetter account and allow a minor child to utilize the App if you are authorized to open the account on behalf of the minor (hereinafter, the "Account"). By using the App, you represent and warrant that you are of legal age to form a binding contract with the Company, have the authority to authorize a minor child to utilize our App, and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the App.

By establishing a Goalsetter account and utilizing our App or services for a minor child, you authorize us to make any inquiries we consider necessary to verify information, such as identity and legal authority to open the account, in accordance with applicable law. These inquiries may require you to provide documentation or verify information you provide against third-party databases or other sources.

If we are unable to verify the information that you provide, we may refuse to create the parental/legal guardian account and minor child account, close an existing minor child account, and/or close the parental/legal guardian account.

By establishing a Goalsetter account to allow a minor to utilize our App or services for a minor child, you accept full responsibility for the minor's use of our App and acknowledge on behalf of the minor child that these Terms of Use apply to their use of our App and services.

### **Description of Services**

The services offered by Goalsetter are intended to provide tools to help you and/or your children save, spend and learn to build wealth through the use of goal-based savings techniques. Our Company provides an App that links your InTouch Credit Union account that you represent that you control to allow you to save money towards future expenses or goals. Our Company acts as record-keeper, monitoring deposits into the Goalsetter Account(s) and acting on your instructions to move the funds to be distributed at your direction. Specifically, at your direction, we will instruct InTouch Credit Union to debit your InTouch Credit Union account and deposit such funds into your Goalsetter Account. Goalsetter is never the holder of funds and is only the record-keeper of funds and fund disbursements in the Goalsetter Account.

### **How Our Services Work**

We hold your funds at InTouch Credit Union, who continue to maintain your deposits. Funds are eligible for National Credit Union Administration ("NCUA") insurance in accordance with the rules and regulations of the NCUA, currently up to \$250,000 for qualifying members at InTouch Credit Union.

### **Goalsetter's Partnership with InTouch Credit Union**

Goalsetter has partnered with InTouch Credit Union. By creating an account with Goalsetter and initiating deposits or withdrawals, you agree to the terms of service and privacy policy of InTouch Credit Union (<https://www.itcu.org/disclosures/disclosures-fees>), ("InTouch Credit Union Membership & Account Agreement") which are incorporated herein by reference. Terms not defined in this terms of use shall be defined in the InTouch Credit Union Membership & Account Agreement. By using our services, you authorize Goalsetter to continue to hold your deposits for your benefit at InTouch Credit Union, federally insured by the National Credit Union Administration (NCUA). For purposes of applicable NCUA deposit insurance limitations, please note that deposits in InTouch Credit Union For Benefit Of (FBO) Account may not be separately insured from any other deposit accounts you may have with InTouch Credit Union.

Additionally, you are responsible for complying with InTouch Credit Union Membership & Account Agreement and Disclosures when using your User Account. It is your responsibility to read and understand the InTouch Credit Union Membership & Account Agreements and Disclosures as it contains terms and conditions relating to your InTouch Credit Union Membership including but not limited to your rights, limitations, reversal and other liabilities, limitation of liability and binding arbitration provisions.

DEPOSITS HELD IN A USER ACCOUNT MAY BE ELIGIBLE FOR INSURANCE BY THE NCUA ON A PER USER BASIS BASED UPON THE RULES AND LIMITATIONS SET FORTH BY THE NCUA. FOR PURPOSES OF APPLICABLE NCUA DEPOSIT INSURANCE LIMITATIONS, DEPOSITS IN ACCOUNTS AT THE FINANCIAL INSTITUTIONAL PARTNER(S) OPENED THROUGH THE FINANCIAL INSTITUTIONAL PARTNER(S) OF INTOUCH CREDIT UNION MAY NOT BE SEPARATELY INSURED FROM ANY OTHER ACCOUNTS YOU MAY HAVE OPENED WITH THE SAME FINANCIAL INSTITUTIONAL PARTNER(S), DEPENDING ON THE NAMED ACCOUNT OWNERS AND THE CATEGORY OF DEPOSIT.

All transactions are performed by Goalsetter and/or InTouch Credit Union, and deposits are held by InTouch Credit Union. Goalsetter will provide you with all transaction notifications and User Account balances for your Goalsetter account in addition to providing customer support relating to your Goalsetter User Account as detailed below.

### **Your Account Information**

In order to set up your Goalsetter Account, InTouch Credit Union will provide us your account setup information, including: name, date of birth, Social Security Number, email address, phone number, (collectively “Account Information”).

### **Pledge, Right Of Offset And Statutory Lien**

#### *PLEDGE, RIGHT OF OFFSET AND STATUTORY LIEN*

Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. You agree we have the right to offset funds in any of your accounts against the obligation owed to us. Federal or state law (depending upon whether we have a federal or state charter) gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by federal or state law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you. Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by federal or state law. If we do not apply or offset the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply or offset the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge do not apply to any Individual Retirement

Account or any other account that would lose special tax treatment under federal or state law if given as security. By not enforcing our right to apply or offset funds in your account(s) to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

### *LEGAL PROCESS*

If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved, as permitted by law. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

### **Rights You Grant Us**

By submitting your Account Information, pictures, data, materials and other content (“Content”) to Goalsetter through the Services, you are providing a limited license of that Content to us for the purpose of providing the services. We may use and store the Content in accordance with these Terms of Use and our Privacy Policy. You represent that you are entitled to submit Content to us for use for this purpose, without any obligation for us to pay any fees or be subject to any restrictions or limitations.

### **Disputes**

Goalsetter is responsible for resolving issues and errors relating to transactions and account balances associated with Goalsetter Services. Goalsetter can be reached by emailing [hello@goalsetter.co](mailto:hello@goalsetter.co) or by calling 1-800-254-4559. Financial services related to your InTouch Credit Union Membership are provided by InTouch Credit Union. In case of errors or questions about your InTouch Credit Union Membership and Accounts, contact InTouch Credit Union by calling 1-800-337-3328 or visiting the Contact Page - InTouch Credit Union ([itcu.org](http://itcu.org)).

### **Your Authorization for Debits and Credits of InTouch Credit Union Account**

By agreeing to these Terms, you authorize our service providers to electronically debit and credit your account; to debit and credit the Goalsetter Account; and for us to keep records of the transactions.

You acknowledge that the electronic authorization contained in this section represents your written authorization for ACH transactions as provided herein and will remain in full force and effect until you notify us that you wish to revoke this authorization by emailing [hello@goalsetter.co](mailto:hello@goalsetter.co). You may use the Routing and Transit Number (RTN) associated with your Goalsetter account to perform deposits via an ACH credit transaction from an external source.

If you withdraw your electronic authorization contained in this section, we will close your Goalsetter Account and return the balance in your Goalsetter Account to your InTouch Credit Union account as set forth in these Terms of Use, and you will no longer be able to use your Goalsetter Account or the services, except as expressly provided in these Terms of Use. Please note that withdrawal of your electronic authorization contained in this section will not apply to ACH transactions performed before the withdrawal of your authorization becomes effective.

Funds can only be debited or credited to your InTouch Credit Union account linked to the Goalsetter App and not to or from any third-party account. You agree to notify us if you change your account. If you close your account while funds are held in the Goalsetter Account, subsequent withdrawals may be delayed until we verify your new account. In the event that we cannot verify a new account, we may process withdrawals by issuing a paper check to your address of record and we will close your Goalsetter Account. Any withdrawals processed with a paper check will be subject to delay.

Your funds will remain in your Goalsetter Account until you instruct us to transfer some or all of your funds to your InTouch Credit Union account via the App or by emailing us at [hello@goalsetter.co](mailto:hello@goalsetter.co). Funds can only be transferred from your Goalsetter Account to your InTouch Credit Union account. Funds cannot be transferred to any other third party. Attempts to transfer to or from a third party will be rejected.

We will generally transfer requested funds between your Goalsetter Account to your InTouch Credit Union account in near real time of receiving your request. It is important to know the amount of available funds in your Goalsetter Account before transferring funds from your Goalsetter Account to your InTouch Credit Union account. If you do not have sufficient funds in your Goalsetter Account to cover the amount of the requested transfer, your request for the transfer will be declined. We may decline or defer processing a transaction if in our sole discretion we determine the requested transfer may be fraudulent or improper. In such circumstances, we may seek further information from you prior to implementing or formally declining the transfer. We will notify you via email if we decline a transaction. We may also close your Goalsetter Account and will, if permissible by law, return funds in your Goalsetter Account to your account without notice to you as described below and at any time if required by applicable law or if we, in our sole discretion, suspect the Services are being used for illicit purposes or otherwise in violation of these Terms.

You are solely responsible for determining whether the funds debited from your InTouch Credit Union account and the funds maintained in your Goalsetter Account are acceptable to you. We are not responsible for any third-party fees that may be incurred as a result of using the services, including, but not limited to, third-party fees incurred as a result of maintaining insufficient funds (overdraft) in your InTouch Credit Union account. Overdrafts from your Goalsetter Account will not be permitted and we will reject any instruction that would cause an overdraft from your Goalsetter Account. In the event of a malfunction causing you to overdraft your Goalsetter Account, you authorize us to debit your InTouch Credit Union account for the amount of the overdraft.

## **Debit Card**

You will be issued a Cashola® Debit Mastercard® issued by InTouch Credit Union when you fund your Account with a minimum amount of one dollar. With your PIN (when required), you may use your debit card to purchase goods and services anywhere Mastercard debit cards are accepted.

## **Parental Controls**

Goalsetter allows a parent to set up two types of spending controls for their children; limit by spending amount with frequency and limit by merchant category type.

- Limits by spending amounts allow a parent to set up how much they want the child to spend on a daily basis.
- Limits by merchant category type allow a parent to block particular categories for their child to not be able to spend at those locations.

The parent is able to set these limits per child, through the Control Center found under the Cashola Card selected from the Dashboard in the app.

## **Cashola Card Usage**

Debit Card Limits		
Type	Online	Offline
ATM Withdrawal	\$200	\$100 (surcharge not included)
Point of Sale	\$500	\$100 All non-ATM transactions
Total Aggregate	\$600	\$100
P2P Money transfer credit A P2P money transfer credit would be someone sending the cardholder funds directly, like through Zelle or PayPal.	\$2,500	N/A
No ATM deposit allowed	N/A	N/A
International not supported	N/A	N/A

## **Account Features**

### ***Auto-Save and Top-Ups***

A user who sets up a Goalsetter profile can also sign up for the Goalsetter “Auto-Save” and or Top-Up features. These features enable users to link their InTouch Credit Union account (or a consenting adult's banking account) and designate an amount to give to a Goalsetter profile on a defined frequency or a user defined account balance minimum.

### ***Round-Ups***

A user who sets up a Goalsetter profile can also sign up for the Goalsetter “Round-Ups” feature. Round-Ups enables users to link their InTouch Credit Union account to track the user’s designated external US bank account spending and round up Cashola Card® transactions to the nearest \$1 to \$5. In addition, the user can multiply (boost) the round-up such as 2 times or 3 times. Then, we add up the amounts for the week and create a deposit of the aggregated amount of round-ups on a weekly basis which is withdrawn from your designated InTouch Credit Union for the user selected, which could be a parent, a minor child from the main Goalsetter Account, or child(ren) from Family Circle. If more than one Round-Ups recipient is selected, the Round-Up amount totaled weekly is then split equally and sent to the Round-Up recipient’s saving goals as per configured in the App. InTouch Credit Union account transactions utilized for Round-Ups are stored and displayed in the App.

### ***Allowance***

Users can sign up for the allowance feature. Allowance enables users to link their InTouch Credit Union account (or a consenting adult’s bank account) to a Goalsetter Account. We deposit the amounts (“Allowance”) approved by the user to the Goalsetter Account, based on the allowance rules and chores selected and approved by the user.

### ***“It’s Fin Lit Quiz”***

A parent or legal guardian user can invite their child(ren) to play the proprietary “It’s Fin Lit Quiz” feature on the Goalsetter App. The user can choose to pay their child \$0 to \$1, debited from the user's InTouch Credit Union account, for every question their child(ren) answer correctly on the quiz. The maximum amount a child can earn is \$10 per quiz and each quiz level only pays out once. If the child replays the same level quiz, they will not receive additional payment. Each payment transaction is created at the time the child successfully completes the quiz but is processed on a weekly basis. Therefore, the actual transfer of funds can take up to 6 business days.

## **Service Fees**

Goalsetter App: \$3.00 per month

Cashola debit card replacement fee: \$10 per replacement

## **Checking Your Balance in Your Goalsetter Account**

You may obtain information about the balance of funds in your Goalsetter Account at any time by logging in to your Goalsetter Account on the App.

## **Interest on Funds Held in Your Goalsetter Account**

Please refer to the Truth-In-Savings Disclosure for full details regarding calculation of interest.

## **Intellectual Property Rights**

Goalsetter and InTouch Credit Union and our third-party service providers reserve all rights, titles, and interests in and to the Services, and you only have the limited rights explicitly granted under this Agreement.

## **Use Restrictions**

You may only use the services for your own personal, non-commercial use and not on behalf of or for the benefit of any third party other than your child or minor relative for whom you may establish a Goalsetter Account. Your use of the services must comply with all applicable law. If your use of the services is prohibited by applicable law, then you are not authorized to use the services. We are not responsible if you use the services in any manner that violates applicable law.

You will not use your Account, the App, or any Service for any illegal, fraudulent, or improper activity. If Goalsetter or InTouch Credit Union, or any third-party service provider suspects that you may be engaging in or have engaged in fraudulent, illegal, or improper activity, including a violation of any terms and conditions relating to this Agreement, any other agreement you have with us, or any Service, your access to any and all Services may be suspended or terminated. You understand that access to and transactions in your Accounts may be suspended or terminated if an access device has been reported lost or stolen or when Goalsetter, InTouch Credit Union, or any third-party service provider reasonably believes that there is unusual activity on any of your Accounts. You agree to cooperate fully with Goalsetter, InTouch Credit Union, and each third-party service provider to investigate any suspected illegal, fraudulent, or improper activity.



You agree not to authorize any other person or entity to use your username and password or mobile device, other than your child or minor relative for whom you may have established your Goalsetter Account, to access the services.

You are solely responsible for the maintenance, confidentiality, and security of your username, password, and other User Information, which together provide access to our App. Except as otherwise required by applicable law, you are responsible for all transactions and other activities authorized or performed using your username and password or mobile device, whether authorized or unauthorized by you. Except as otherwise expressly stated in these Terms of Use or required by applicable law, we are not responsible for any losses arising out of the loss or theft of your User Information or your mobile device or from unauthorized or fraudulent transactions associated with your banking account or your Goalsetter Account. If you believe that your account information has been compromised or that someone is using your account without your permission, you must notify Goalsetter immediately at the email address: [hello@goalsetter.co](mailto:hello@goalsetter.co).

### **User Requirements**

In order to use the Services, you must: (a) accept and agree to these Terms and our Privacy Policy; (b) register with us on the App; (c) be a U.S. citizen (or a legal U.S. resident) of at least 18 years of age or age of majority; (d) have and maintain in good standing an InTouch Credit Union account within the U.S. ; (e) provide all information requested by us, such as your name, email address, and such other information as we may request from time to time (collectively, “User Information”); and (f) pay the Monthly Plan Fee, if applicable and as specified herein. You represent and warrant that all User Information you provide us from time to time is truthful, accurate, current, and complete, and you agree not to misrepresent your identity or your User Information. You agree to promptly notify us of changes to your User Information by updating your Goalsetter Account on the App; If we approve your registration, you will be authorized to use the services, subject to these Terms.

By using the services and providing User Information to us, you automatically authorize us to obtain, directly or indirectly through our third-party service providers and without any time limit or the requirement to pay any fees, information about you and your account with InTouch Credit Union and other third-party websites and databases as necessary to provide the services to you. For purposes of such authorization, you hereby grant Goalsetter and our third-party service providers a limited power of attorney, and you hereby appoint Goalsetter and our third-party service providers as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place, and stead, to access third-party websites, servers, and documents; retrieve information; and use your User Information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with your use of Goalsetter Account, as fully to all intents and purposes as you might or could do in person. You agree that other third parties shall be entitled to rely on the foregoing authorization, agency, and limited power of attorney granted by you. You understand and agree that we do not endorse services provided by any third-party account providers accessible through our services. We make no effort to review information obtained from your InTouch Credit Union account and other third-party websites or

databases for any purpose, including, but not limited to, accuracy, legality, or non-infringement. As between Goalsetter and our third-party service providers, Goalsetter owns your confidential User Information.

The information you provide to Goalsetter is subject to our Privacy Policy. Goalsetter and InTouch Credit Union recognize, respect, and protect the personal privacy rights of all our customers and work diligently to safeguard your privacy. Goalsetter and InTouch Credit Union are committed to providing the highest level of security and privacy regarding the collection and use of our customer's personal information, as well as the personal information of consumers who visit the App. The Goalsetter Privacy Policy may be found at <https://www.goalsetter.co/files/WLprivacynotice.pdf> and explains how Goalsetter uses and protects the information about our customers. We ask that you read it carefully.

### **System Requirements**

In order to access and retain Communications provided to you electronically, you must have: (1) a valid email address; (2) a computer or other mobile device (such as tablet or smart phone) that operates on one of the following platforms Windows, Android or iOS; (3) a data plan or wifi connection to the internet; (4) a current version of an internet browser such as Internet Explorer/Edge, Mozilla Firefox, Safari, or Chrome; and (5) a computer or device and an operating system capable of supporting all of the above. “\*Current Version” means a version of the software that is currently being supported by its publisher.

### **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Apps thereafter. However, any changes to the dispute resolution provisions set out in the Governing Law and Jurisdiction section of these Terms of Use will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the App.

Your continued use of the App following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page regularly, so you are aware of any changes, as they are binding on you.

### **Accessing the App and Account Security**

We reserve the right to withdraw or amend this App, and any service or material we provide on the App, in our sole discretion without notice. We will not be liable if for any reason all or any part of the App is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the App, or the entire App, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the App.
- Ensuring that all persons who access the App through your internet connection are aware of these Terms of Use and comply with them.

To access the App or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the App that all the information you provide on the App is correct, current, and complete. You agree that all information you provide to register with this App or otherwise, including, but not limited to, through the use of any interactive features on the App is governed by our Privacy Policy, <https://www.goalsetter.co/files/WLprivacynotice.pdf>, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose or are provided with a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this App or portions of it using your username, password, or other security information. You agree to notify us immediately at [hello@goalsetter.co](mailto:hello@goalsetter.co), of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use

## **Electronic Signatures and Communications**

### ***Your Consent***

In order to use the services, you must provide your email and phone number, and you must expressly consent to receive email, text messages (SMS), push notifications and/or phone calls relating to the services at that address or number. By providing us with your email address you agree to receive all required notices electronically to your email address. It is your responsibility to promptly update your phone number, email address, and mailing address as appropriate. Third-party data and message fees may apply.

To the extent permitted by applicable law, you consent to the use of electronic signatures and to electronically receive all records, notices, statements, communications, and other items for all services provided to you under these Terms of Use and in connection with your relationship with us (collectively, “Communications”) that we may otherwise be required to send or provide you in paper form (e.g., by mail). By accepting and agreeing to these Terms of Use electronically, you represent that: (1) you have read and understand this consent to use electronic signatures and to receive Communications electronically; (2) you satisfy the minimum hardware and software requirements specified above; and (3) your consent will remain in effect until you withdraw your consent as specified below.

### ***Your Right to Withdraw Your Consent***

Your consent to receive Communications electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further Communications electronically at any time

by contacting us at [hello@goalsetter.co](mailto:hello@goalsetter.co). If you withdraw your consent to receive Communications electronically, we will close your Goalsetter Account and return the balance in your Goalsetter Account to your InTouch Credit Union account that you have ownership of, as set forth in these Terms of Use, and you will no longer be able to use your Goalsetter Account or the services, except as expressly provided in these Terms of Use. Any withdrawal of your consent to receive Communications electronically will be effective only after we have a reasonable period of time to process your withdrawal. Please note that withdrawal of your consent to receive Communications electronically will not apply to Communications electronically provided by us to you before the withdrawal of your consent becomes effective.

### ***Copies of Communications***

You should have the ability to print and save and/or electronically store a copy of all Communications that we send to you electronically.

### ***Changes to Communications***

We reserve the right, in our sole discretion, to communicate with you in paper form. In addition, we reserve the right, in our sole discretion, to discontinue the provision of electronic Communications or to terminate or change the terms and conditions on which we provide electronic Communications. Except as otherwise required by applicable law, we will notify you of any such termination or change by updating these Terms of Use on the Application or delivering notice of such termination or change electronically.

### **Intellectual Property Rights**

The App and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the services, features, information, materials, and content, including our App (collectively “Content”) for your personal, non-commercial use only. Any and all other uses are prohibited. You may not restrict or inhibit any other person from using or enjoying the services or Content.

With the exception of your account statements, transaction histories and other data which shows your savings and spending activity within the App, you are prohibited from reproducing, distributing, modifying, creating derivative works of, publicly displaying, publicly performing, republishing, downloading, storing, or transmitting – in any form – any of the proprietary educational material on our App.

Non-commercial, personal users are permitted to download a single copy to your mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

Unauthorized access or use for any commercial purposes any part of the App or any services or materials available through the App is strictly prohibited and will be prosecuted to the full extent of the law. Requests for access and to make use of Goalsetter's proprietary education material on the App other than that set out in this section, must be requested in writing, in advance by sending an e-mail to: [hello@goalsetter.co](mailto:hello@goalsetter.co).

Breach of the Terms of Use will result in your right to use the App to stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the App or any content on the App is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the App not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

### **Trademarks**

The Company name, the term Goalsetter, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this App are the trademarks of their respective owners.

### **Prohibited Uses**

You may use the App only for lawful purposes and in accordance with these Terms of Use. You agree not to use the App:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the App, or which, as determined by us, may harm the Company or users of the App, or expose them to liability.

Additionally, you agree not to:

- Use the App in any manner that could disable, overburden, damage, or impair the App or interfere with any other party's use of the App, including their ability to engage in real-time activities through the App.

- Use any robot or other automated device, process, or means to access the App for any purpose, including monitoring or copying any of the material on the App.
- Use any manual process to monitor or copy any of the material on the App, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the App.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the App, the server on which the App is stored, or any server, computer, or database connected to the App.
- Attack the App via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the App.

### **Monitoring and Enforcement; Termination**

We have the right to:

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the App.
- Terminate your account or suspend your access to all or part of the App for any or no reason, including without limitation, any violation of these Terms of Use. If we terminate your account, pending transactions and account balances will be handled as described in the “Termination of Service(s)” section below.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the App. YOU WAIVE AND HOLD HARMLESS THE COMPANY, INTOUCH CREDIT UNION AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

Although the Company takes all reasonable measures, we cannot review all third-party or User material before it is posted on the App and accordingly cannot guarantee prompt removal of objectionable material after it has been posted. Accordingly, we and InTouch Credit Union assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We and InTouch Credit Union have no liability or responsibility to anyone for the performance or nonperformance of the activities described in this section.

### **Termination of Service(s)**

You have the right to close your Goalsetter Account, discontinue use of the Services at any time. Upon termination of your relationship with Goalsetter, these Terms of Use are no longer applicable. Termination can be accomplished at any time by using the available options on the app or by contacting us at [hello@goalsetter.co](mailto:hello@goalsetter.co). You are required to provide sufficient information for us to verify your identity as part of the account closure and termination process.

### **Pending Transactions and Balance Transfer After Account Termination**

Notwithstanding the foregoing, if there are any pending transactions relating to your Goalsetter Account when we receive your termination notice, we will close your Goalsetter Account promptly after such transactions are completed. Your responsibilities under these Terms of Use will not affect any of our rights or your obligations arising under these Terms of Use prior to termination. The terms of use herein shall survive the termination or expiration of this Terms of Use.

If Goalsetter is required to close your account, upon the closure of your Goalsetter Account, we will transfer the funds in your Goalsetter Account, if any, to your InTouch Credit Union account. If your InTouch Credit Union account is closed or we are otherwise unable to transfer the funds in your Goalsetter Account to your InTouch Credit Union account, we will mail a check for the amount of the funds to your physical address of record.

### **Failure to Use Services**

If you do not use the services for a certain period of time, applicable law may require us to report the funds in your Goalsetter Account as unclaimed property. If this occurs, we may try to contact you at the email address and/or phone numbers shown in our records by means of electronic and/or SMS Text communication. If we are unable to locate you, we may be required to deliver any funds in your Goalsetter Account to the applicable state as unclaimed property. The specified period of time to report and deliver funds to a state varies by state, but usually ranges between two and five years.

### **Reliance on Information Posted**

The account holding and transaction information presented on or through the App is made available solely for general information purposes. We and InTouch Credit Union do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We and InTouch Credit Union disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the App, or by anyone who may be informed of any of its contents.

The App may include content provided by third parties, including materials provided by other third-party licensors. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company or InTouch Credit Union.

We and InTouch Credit Union are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

### **Changes to the Applications**

We will update the content on the App from time to time, but the content is not necessarily complete or up-to-date. Any of the material on the App may be out of date at any given time, and we are under no obligation to update such material.

### **Links from the App**

If the App contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We and InTouch Credit Union have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to App, you do so entirely at your own risk and subject to the terms and conditions of use for such websites. Parents are encouraged to utilize any parental controls offered by hosts of app stores to protect their children from making inappropriate in-app purchases.

### **Geographic Restrictions**

The owner of the App is based in the State of New York in the United States. We provide the App for use only by persons located in the United States. For your protection, the App nor any of its content are accessible outside of the United States. Access to the App may not be legal by certain persons or in certain countries. **Taxes, Duties, and Other Governmental Assessments**

You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the services, provided that we may, in our sole discretion, do any of the foregoing on your behalf or for ourselves. The failure of either you or us to exercise, in any way, any right herein will not be deemed a waiver of any further rights hereunder.

### **Assignment**

You may not transfer, assign, or delegate these Terms of Use or your rights or obligations hereunder or your Goalsetter Account in any way (by operation of law or otherwise) without our prior written consent. To the extent permitted by applicable law, we may transfer, assign, or delegate these Terms of Use and our rights and obligations hereunder without your consent.

### **Our Relationship with You**

Nothing contained in these Terms of Use shall be construed to constitute either party as a partner,



joint venture, employee or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each is and shall remain independent contractors (to the extent applicable), and therefore, responsible for its own actions.

### **Third-Party Beneficiary**

You agree that our third-party services providers are third-party beneficiaries of the applicable provisions of these Terms, with all rights to enforce such provisions as if such service providers were a party to these Terms.

### **Disclaimer of Warranties**

You understand that we and InTouch Credit Union cannot and do not guarantee or warrant that files available for downloading from the internet or the App will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our App for any reconstruction of any lost data.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE AND INTOUCH CREDIT UNION WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR MOBILE DEVICE, MOBILE DEVICE PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE APP OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE APP OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE APP, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH OUR WEBSITE IS AT YOUR OWN RISK. THE APP, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE APP ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY OR INTOUCH CREDIT UNION NOR ANY PERSON ASSOCIATED WITH THE COMPANY OR INTOUCH CREDIT UNION (INCLUDING THIRD PARTIES) MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE APP. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY OR INTOUCH CREDIT UNION NOR ANYONE ASSOCIATED WITH THE COMPANY OR INTOUCH CREDIT UNION REPRESENTS OR WARRANTS THAT THE APP, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE APPS WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR APP OR ANY THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE APP OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE APP WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY AND INTOUCH CREDIT UNION HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, INTOUCH CREDIT UNION, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE APP, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE APP OR THE COMPANY WEBSITE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct or death or bodily injury caused by products you purchase through the App and with respect to Goalsetter Gold, as provided under the Investment Advisers Act.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Indemnification**

You agree to defend, indemnify, and hold harmless the Company, InTouch Credit Union, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the App, including, but not limited to, your User Contributions, any use of the App's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the App.

## **Governing Law and Jurisdiction**

All matters relating to the App and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the App shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York, in each case located in the City of Brooklyn and County of Kings, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

## **Arbitration**

At Company's sole discretion, it may require you to submit any disputes arising from these Terms of Use or use of the App, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying New York law.

## **Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE APP MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

## **Waiver and Severability**

No waiver by the Company or InTouch Credit Union of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company or InTouch Credit Union to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be

eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### **Entire Agreement**

These Terms of Use constitute the sole and entire agreement between you, InTouch Credit Union and the Company regarding the App and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the App.

### **Your Comments and Concerns**

The App is operated by Goalsetter, 266 Decatur Street, Brooklyn, New York 11233.

All other feedback, comments, requests for technical support, and other communications relating to our App should be directed to: [hello@goalsetter.co](mailto:hello@goalsetter.co).