

Placid Inc. Terms and Conditions

(Last revised November 1, 2023)

These Terms and Conditions are a legally binding agreement (the "Agreement") between you ("you", "your", or "user") and Placid Inc., a Delaware corporation (DBA Gauss), its subsidiaries, affiliates, agents and assigns (the "Gauss", "we", "our" or "us") regarding your use of our Website at <http://www.gauss.money/> (the "Site"), as well as all related web sites, downloadable software, mobile applications (including tablet applications), and products and services provided by us and certain third parties (collectively, together with the Site, our "Services").

Acceptance of Agreement

Please read the following terms and conditions carefully. By clicking "I Accept", executing an agreement or using the Services you acknowledge that you have read, understood, and agree to these terms and conditions, including our privacy policy (collectively, these "Terms"). If you are not eligible to use the service, or do not agree to these terms, then please do not use the services or the site.

Please carefully review this Agreement before using Gauss Products or Services or accessing any data thereon. This Agreement represents an agreement between you and Gauss and contains the Agreement and conditions governing your use of and access to Gauss Products or Services. **If you do not agree to this Agreement, you may not access or use Gauss Products or Services.** Please print out a copy of the Agreement of use for your records.

Unless prohibited by applicable law, these Terms provide that all disputes between you and us will be resolved by binding arbitration, and not in state or federal court (excluding claims you can bring in small claims court). Please review the [Dispute Resolution and Arbitration](#) section below for the details regarding your agreement to arbitrate any disputes with Gauss.

Modification of This Agreement

Gauss reserves the right to modify this Agreement at any time and will notify you of any such changes by posting the revised Agreement. You should check this Agreement periodically for changes. All changes shall be effective upon posting. We will date the Agreement with the last day of revision.

Your continued use of Gauss products or services after any change to this Agreement signifies your agreement to be bound by any such changes. Gauss may terminate, suspend, change, or restrict access to all or any part of products or services without notice or liability.

E-Sign and Electronic Communications

Electronic Communications

When you visit <http://www.gauss.money/> or you send emails to us, you are communicating with us electronically and you consent to receive communications from us electronically to the extent permissible by law. We will communicate with you by email or by posting notices on this Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing, to the extent permissible by law.

You agree that we may send emails to you, for the purpose of advising you of any changes or additions to this Site, changes to any of our products or services, or for such other purposes as we deem appropriate and as permissible by law. By utilizing our line of credit and services, you agree to our E-Sign consent and agree to receive disclosures and other information in electronic form.

Please make sure to review the consent to E-Sign and Electronic Communications below for further information about E-Sign consent related to loan documents and other agreements.

Consent to E-Sign and Electronic Communications

This Consent to E-Sign and Electronic Communications (“E-Sign Consent”) constitutes your consent to conduct transactions with Gauss electronically: receive disclosures, communications and other information in electronic form from Gauss and its affiliates and third-party providers. This E-Sign Consent applies to all current and future communications related to Service`s provided by Gauss, including but not limited to Gauss account, line of credit you may take from Gauss and or affiliates of Gauss, and other products and services available through the Site or mobile applications.

“We”, “us” and “our” refers to Gauss and their affiliates. “You” or “your” refers to the person providing this consent. “Communications” means any customer agreements, disclosures, privacy policies, bank account statements, transaction histories, loan applications, loan agreements, notices, responses to claims, fee schedules, and all other information in connection with your Gauss account, line of credit and related products or services, including but not limited to information that we are required by

law to provide to you in writing, such as Truth in Lending Act disclosures and tax forms.

Consent

By applying for or using a Service or by checking any call to action on an online or mobile application form (including "I Agree" or similar language), you give us affirmative consent to receive electronic Communications as described herein.

This E-Sign Consent constitutes your agreement to the following:

- We may provide disclosures required by law and any other information concerning your legal rights and duties and your account and related products and services to you electronically.
- your electronic signature on agreements and documents has the same effect as if you physically signed the document with a pen.
- you will not contest the legal effectiveness, validity, enforceability or use of the electronically stored copies of any agreements electronically signed by you based on the fact that the terms were accepted electronically.
- you have the hardware and software and other technology described in the "minimum requirements" section below necessary to receive, review, download and save any communications sent electronically.
- you have an active email account and have provide us with correct and up-to-date information relating to that account.

This consent applies to any transaction undertaken through Gauss in the past, to all future disclosures and communications on your account, to all future transactions with us, and to other Communications that we provide to you electronically.

Your consent is effective immediately and will remain in effect until you tell us that you no longer agree to receive Communications electronically by sending us notice in the manner described in the "Withdrawing Consent; Paper Communications" section below.

Method of Delivery

We will provide Communications to you by posting them on the Site, by posting them in the App and/or by emailing you at your registered email address. You agree that you will be deemed to have received certain Communications when they are posted to a publicly available website. We may post documents and other Communications to the Site or App without providing notice to you. You agree to check the Site and App regularly, as you may have no other way to know the Communications have been delivered to you. It is your responsibility to keep your registered email address up to date so that we can communicate with you electronically. You can change your registered email address by writing to us at support@gauss.money. You agree that any email address you provide may be used to provide you with Communications,

and you agree to notify Gauss of any changes in your email address by notifying Gauss either in writing or via email at least five (5) days before the change.

You agree that electronic delivery of Communications in any of the ways described in this E-Sign Consent will constitute good and effective delivery to you when posted or sent, regardless of whether you actually or timely receive or access the Communications. You also agree that we are not responsible for any delay or failure in your receipt of any email notice that is not caused by our failure to send such a notice to the email address you have provided for that purpose.

At any time, you may request a paper version of disclosures required by law to be delivered to you in writing. We will send you such disclosures free of charge.

Minimum Requirements

To electronically receive, view and save or print the Communications, you must have a personal computer or mobile device with a connection to the internet that is equipped with the following, and an operating system that supports these requirements:

- A current web browser that includes 128-bit encryption with cookies enabled;
- Adobe Acrobat Reader installed on your device or the ability to view Hyper Text Markup Language (HTML);
- A valid email address and phone number; and
- Sufficient storage space to save Electronic Disclosures or an installed printer to print them

We will provide you with notice of any significant change in the hardware or software requirements needed to access or retain Communications electronically. Your continued use of our electronic services after receiving notice of updates to these requirements constitutes your acceptance of the changes and your reaffirmation of this E-Sign Consent.

TCPA, Autodialed Service, Marketing Calls, SMS Text Consent & Privacy

Notwithstanding any current or prior election to opt in or opt out of receiving calls, messages or SMS messages (including text messages), from Company, our agents, representatives, affiliates, assigns, successors, attorneys, collection companies, service providers or anyone calling or contacting you on our behalf (collectively, the "Company Parties" or individually "Company Party"), as good and valuable consideration for Services provided to you, you expressly consent to receiving calls and messages (including text messages) via an automated communications system ("ACS") from Company Parties at any personal identifiable digital communication channel, any telephone number(s) (including any cellular or mobile telephone number(s)) associated with your account that you have provided, may provide in the

future or number(s) we can reasonably associate with your account (through skip tracing, caller ID capture, or other methods), with account servicing notices; with collection notices; or with marketing, promotional or mixed-marketing messages. You also authorize Company Parties to contact you to provide account servicing notices, collection notices, marketing, promotional or mixed-marketing messages, using prerecorded/artificial voice messages via an ACS. You also give the Company Parties permission to communicate such information to you by push notification or email. Automated messages may be played by a machine automatically when the telephone is answered whether answered by you or someone else. In the event that an agent or representative calls, he or she may leave a message on your answering machine, voice mail, or send one via text. You may not revoke your consent to receiving account servicing or collection notices if you have an outstanding obligation with the Company Parties or one of their affiliates or if you are using one of Company Parties' or their affiliate's services. You may however contact Company at any time to revoke your consent to receiving marketing or promotional messages by emailing support@gauss.money with the subject line "STOP Marketing Calls" and including your name, mailing address, account number and telephone number and/or email address that you do not want to receive such calls, text messages or emails from and providing the phone number and/or email address that you do not want to receive such calls, messages, texts or emails from; or by replying "STOP" to any text messages that you receive to stop receiving such text messages at that number.

You certify, warrant and represent that the telephone numbers, personal identifiable digital communication channels and/or emails that you have provided to Company Parties are your personal telephone numbers, personal identifiable digital communication channels and emails and agree that the Company Parties will not be liable to you for any claims, damages, fees, inconvenience, annoyance or loss of privacy in connection with such calls, messages, texts, or e-mails. You understand that anyone with access to your telephone, personal identifiable digital communication channels accounts or email account may listen to or read the messages, notwithstanding Company Parties' efforts to communicate only with you. If a telephone number(s) or email(s) you have provided to the Company Parties changes, or if you cease to be the owner, subscriber or primary user of such telephone number(s) or email(s), You agree to immediately give the Company Parties notice of such facts so that they may update their records. Your cellular or mobile telephone provider, internet provider or email provider will charge you according to the type of plan you carry.

Withdrawing Consent; Paper Communications

Prior to creating a Gauss account, you may withdraw your consent to electronic disclosures by exiting the Site or the App. Additionally, you are free to withdraw your consent to receive electronic Communications at any time if you choose to. You may

also request that we send you paper copies of Communications that the law requires us to provide to you. If at any time you wish to withdraw your consent or request paper copies of Communications, you can do so by emailing us at (a) support@gauss.money, and/or writing us at (b) 200 Vesey Street, 24th Floor, New York, NY 10281. You agree that if you withdraw your consent or request paper copies of Communications, we may close your Gauss account or otherwise restrict, revoke or terminate your account and your access to other products and services we provide, subject to the terms of any additional agreement we have with you. Such termination does not exterminate any obligations you may have to Gauss or their affiliates. If you decide to withdraw your consent, the legal effectiveness, validity and/or enforceability of prior electronic Communications will not be affected.

If you withdraw your consent, you may request paper versions of any disclosures the Service was obligated by law to deliver to you in writing within the past 180 days. We will send these disclosures free of charge. After 180 days from your withdrawal of consent, we will not deliver paper copies of any Electronic Disclosures.

Legal Effect

Your consent to this E-Sign Consent means that Communications we provide to you electronically shall have the same effect as if provided in paper form. A message alerting you that Communications are available electronically, provided that the Communications are made available electronically, shall have the same meaning as if we had provided them to you in paper form, regardless of whether you actually view them, unless you have withdrawn your consent pursuant this E-Sign Consent, prior to receiving such Communications.

Termination; Changes

You agree that we may modify or change the methods of disclosure described herein, and that we may send you Communications in paper form at our option, though we assume no obligation to do so. We will provide you with notice of any such modification as required by law.

Privacy Policy

Your privacy is very important to us. Our Privacy Policy, available on our Site, explains how we respect your personal information and protect your privacy when you use our Site and the Service. Please read the Privacy Policy carefully for information relating to our collection, use, storage and disclosure of your personal information. By continuing to use the Site or the Service, you agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site and that we use in the Service may be

read or intercepted by others, despite Gauss's efforts to protect such transmissions. Our Privacy Policy is part of these Terms.

Additional Terms

Your use of the Service is subject to any additional terms or agreements applicable to the Service ("Additional Terms"), such as, for example, end-user license agreements for any downloadable applications we may offer, or rules applicable to particular features or content of the Service.

Gauss Service Overview

Gauss and certain third parties offer a variety of products, features and services (collectively, together with the Site, our "Service"). These Services include, but not limited to:

Gauss Spot – Gauss offers you the ability to automate credit card monthly payments for credit cards linked to your Gauss account. If you qualify for and accept, you will be offered Gauss Spot Line of Credit, a Line of Credit Agreement, which outlines the terms of the Gauss Spot Line of Credit, will be available in the app. Based on your authorization as your agents for cards selected by you, we will make credit cards monthly payments on your behalf out of the approved Gauss Spot Line of Credit. Monthly payments made by Gauss will be included into your monthly statement ("invoice", "bill") as separate line items alongside with other monthly payments you may have towards Gauss. Gauss may charge a monthly fee for this service.

Gauss Line – Gauss offers a limited purpose Line of Credit to pay off partially or in full qualifying credit card debt on a rolling basis. With the Line of Credit, Gauss will make payments directly to your credit card accounts. If funds are advanced from your Gauss Line and paid towards a credit card balance, you will make payments of principal and interest to Gauss to repay your Gauss Line. If you qualify for and accept a Gauss Line, a Line of Credit Agreement, which outlines the terms of the Gauss Line Line of Credit, will be available in the app.

Gauss may offer additional Services or features from time to time.

Please note that Gauss is not a credit repair company. We do not provide credit repair services to repair your credit profile or score. The Service is not intended to provide any legal, tax or financial advice. You acknowledge that your personal financial circumstances are unique, and that before any information you obtain through the Service is acted upon, you should obtain the advice of a financial advisor or other financial planning professional who is aware of your personal financial circumstances.

Eligibility

You must be at least 18 years old to use the Service. By agreeing to these Terms, you represent and warrant to us: (i) that you are at least 18 years old; (ii) that you have not previously been suspended or removed from the Service; (iii) you are not a data subject of the European Union as defined in the EU General Data Protection Regulation; (iv) that your registration and your use of the Service is in compliance with any and all applicable laws and regulations in your State and the United States; (v) have a Bank Account with a U.S. financial institution; (vi) provide all information requested by us, such as your name, mobile device number, online credentials for your Bank Account, and such other information as we may request from time to time (collectively, "User Information"); and (vi) you are permanent resident of New York State. If you are legally using the Service on behalf of another person, you represent that you have the legal authority to bind that person to these Terms and that both you and that person agree to be bound by these Terms.

For our compliance purposes and in order to provide the Services to you, you hereby authorize us to, directly or through a third-party, obtain, verify, and record information and documentation that helps us verify your identity and Bank Account information. When you register for the Services and from time to time thereafter, we may require you to provide and/or confirm information and documentation that will allow us to identify you, such as:

- A copy of your government-issued photo ID, such as a passport or driver's license;
- A copy of a utility bill, bank statement, affidavit, or other bill, dated within three months of our request, with your name and U.S. street address on it; and
- Such other information and documentation that we may require from time to time.

We may, in our sole discretion, refuse to offer services offered on or through the Site to any person or entity and may change the eligibility criteria of the Services at any time. You are solely responsible for ensuring that these Terms and use of the Services are in compliance with all laws, rules and regulations applicable to you and the right to access the Services is revoked where these Terms or use of the Services is prohibited or conflicts with any applicable law, rule or regulation. You agree not to attempt to log on to the Services from any country under sanctions by the Office of Foreign Assets Control (OFAC). Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log on to the Services from one of these countries may result in your access being restricted and/or terminated.

Accounts and Registration

To access the Service, you must register for an account. When you register you will be required to provide us with some information about yourself. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. When you register, you will be asked to create personal identification number ("PIN") (or we may send you an email notification with a randomly generated initial password).

You agree that you will not use a username (or e-mail address, or phone number) that is already being used by someone else, that infringes the intellectual property or other right of any person or entity, or is offensive.

You are responsible for maintaining the confidentiality of your account and/or PIN. You agree to accept responsibility for all activities that occur under your account. If you have reason to believe that your account is no longer secure, then you must immediately notify us at support@gauss.money.

Each borrower is only permitted to register for one account. You agree not to register for multiple accounts with Gauss.

Account Information from Third-Party Sites

You may direct Gauss to retrieve your information maintained online by third-party financial institutions such as your bank or credit card company (collectively, "Account Information"). Gauss works with one or more online financial service providers under contract to access this Account Information.

Gauss does not store any user account credentials. Instead, the online financial service providers store your login credentials in a separate database.

In order to make full use of the Service, you will need to link your account on the Service with accounts you maintain at third party financial institutions that have records of your financial transaction history ("Financial Account History"). We contract with third party service providers ("Service Providers") to access your Financial Account History through the login and password information you provide to us for third party financial institutions.

In order to provide you with the Service, we store your Financial Account History in our databases. Please be aware that any stored Financial Account History may be subject to corruption of data, loss of personalized settings or other interruptions in availability. In addition, any Financial Account History is only as accurate as the information provided to us by our Service Providers, which may not necessarily reflect your Financial Account History as provided to you by your financial institution. Because of this, it is your responsibility to ensure that your Financial Account History, including due dates and amounts due, is accurate. And, you agree that if your

Financial Account History is incorrect or becomes outdated, and we notify you of that, you will correct it within 72 hours of our notification so we can correct the issue.

Gauss uses Financial Account History alongside with several other datapoints to determine your eligibility for a line of credit, to pay balances you have at credit card companies, to administer your line of credit, and to respond to your questions. Gauss is not responsible for the accuracy of the information provided by Service Providers or maintained by or on third-party sites, or for products or services offered by or on such sites.

By providing us and our Service Providers with information, data, passwords, usernames, PIN codes or other login information, or other materials or content through the Service, you grant us the right to use and store such information (including Financial Account History, collectively "Financial Information") for the purpose of providing the Service to you. By providing access to Financial Information, you agree that the owner of such Financial Information has expressly agreed that, without any particular time limit, and without the payment of any fees, Gauss and its Service Providers may use the Financial Information in connection with the Service.

By using the Service, you authorize us and our Service Providers, as your agents, to access third party sites designated by you, on your behalf, to retrieve information requested by You (for example, but not limited to: Financial Account History maintained by financial institutions), and to register for accounts requested by You. For all purposes, you give Gauss and its Service Providers an irrevocable limited power of attorney, which is coupled with an interest, and you appoint Gauss and its Service Providers as your true and lawful attorney-in-fact and agent, with full powers for you and in your name and all capacities, to access third party Internet sites, servers or documents, retrieve information, and use your information with the full power and authority to do and perform each and every act and thing in connection with such activities or the Service, as you might or could do yourself. You agree that when Gauss is accessing and retrieving account information from third party sites and financial institutions, Gauss is acting as your agent, and not as the agent of or on behalf of the third party.

You agree that third parties may rely on this authorization, agency and power of attorney granted by you.

Under no circumstances will Gauss be liable in any way for any Transaction Data, including any errors or omissions in any Transaction Data, any modification, loss or deletion of any Transaction Data or any loss or damage of any kind incurred as a result of the use of or reliance upon any Transaction Data or the analysis or summary thereof. You hereby affirm, represent and warrant that You have the necessary right and permissions required (i) to provide us with and allow us to access and collect any Transaction Data, and (ii) for Gauss to use such Transaction Data in accordance with this Terms and the Privacy Policy.

In addition, Gauss and its Service Providers may use, modify, display, distribute and create new material using Financial Information to provide the Service to you. Anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is provided by or about you, may be used by us or our third party vendors to conduct certain analytical research, performance tracking and benchmarking. We or our third party vendors may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including, helping to improve products and services and assisting in troubleshooting and technical support.

Line of Credit Applications

You may be presented with the opportunity to apply for a line of credit through the Site. When applying for a line of credit on the Site, you agree to provide current, complete, and accurate information about yourself. If any information you provide is untrue, inaccurate, not current, or incomplete, Gauss has the right to terminate your line of credit application and to decline to provide to you any and all future use of the Site or your line of credit. We reserve the right to decline your application for a line of credit for any reason. Your line of credit application and any subsequent agreements related to the line of credit will be governed by separate, additional agreements between you and Gauss.

Consumer Credit Inquiry and Reporting Agreement

We may request consumer reports on you in connection with your application for credit and subsequently in connection with any extension of credit, draw, update, renewal, review or collection of your account or any other lawful purpose.

You hereby authorize Placid Inc. (DBA Gauss), agents, contractors, employees, successors, assigns and affiliates (collectively, "Gauss") to contact any persons or companies, including credit reporting agencies, to verify information Gauss may require now, and in the future, while attempting or providing financial, investment and credit services for or to you or collecting any debt due. You also authorize and consent to Gauss using such information for other purposes, including obtaining applicable criteria bearing on your creditworthiness, to administer any line of credit or account you may obtain, for other credit-related purposes connected with any line of credit or account you may obtain or maintain, to offer other products and services, and for any other uses and purposes permitted by law. Gauss may make inquiries (known as a "hard credit pull" or "hard credit inquiry") and requests and receive credit reports, including credit history and standing, from time to time pertaining to you from any consumer credit reporting agency. You understand, acknowledge and agree that Gauss's inquiries concerning you credit history and standing, and requests to receive

credit reports, may appear on your credit report and may affect or impact your credit score. By entering your Social Security Number in the Gauss App and clicking on the button “Next” (“Continue”, or any similar naming with an intent to move to the next stage of the loan application process), you are providing written instructions to Gauss under the Fair Credit Reporting Act, which authorized Gauss to obtain information from your personal credit profile and/or other information from Equifax, Experian, TransUnion, and any other Credit Reporting Agency. You hereby release us and agree to waive any consequence of us requesting your consumer report, including without limitation any impact on your credit score.

You agree that information concerning any line of credit or extension of credit you receive may be reported to consumer credit reporting agencies. Late payments, missed payments or other defaults may be reflected in your credit report. Nothing herein contained shall require Gauss to extend credit to you.

You are allowed to receive one free consumer report under the Fair Credit Reporting Act from each of the three U.S. national credit reporting agencies (Experian, Equifax, and TransUnion) during any 12-month period. You may also be able to receive free consumer reports as permitted by state law (you may contact your state or local consumer protection agency or state attorney general to learn more about your rights under state law). For information on obtaining a free consumer report from Experian, Equifax or TransUnion, you may contact them directly at www.experian.com, www.equifax.com, and www.transunion.com.

You acknowledge and agree that you may be charged a reasonable fee for obtaining a copy of your credit report from a consumer reporting agency, and that you have a right to dispute inaccurate information by contacting the consumer reporting agency directly.

Use of Credit Profile for Identity Verification

By submitting an application for line of credit, You certify that you understand that the Services being requested are regulated by the Fair Credit Reporting Act and that permissible purpose is required. Any special procedures established by Gauss for obtaining your authorization to receive information from your personal credit profile from Equifax, Experian, TransUnion, and any other Credit Reporting Agency have been met. Furthermore, You certify that you have initiated a transaction with Gauss, and that the services being requested will be used to confirm your identity to avoid fraudulent transactions in your name and assess credit risk associated with your application for line of credit with us.

Rewards Program

Program Eligibility

Gauss Member Rewards Program (the ‘Program’) is open to all current Members, who are in good standing with any loan, account, or other product they may have with Gauss, and agreed to these Terms and Conditions.

Not all Products are automatically enrolled in the Rewards Program. We may change Product eligibility at any time.

Earning Points

The Program allows you to earn points from activities such as:

- Paying on time your monthly Gauss bill
- Logging into the Gauss mobile app weekly
- Linking your credit cards and checking accounts
- Keeping linked accounts connections live (update connections in case of expiration)
- Paying on time your credit card bills
- Setting up Gauss Spot
- Taking part in Gauss surveys
- Recurring direct deposits into your Gauss Checking/ Savings accounts, or other products

The ways to earn points are subject to change at any time. To see the latest ways to earn points, and respective points values per activity, visit the “Rewards” page within the Gauss app. The terms of the specific promotional offers listed on your “Rewards” page will govern the number of points you will earn in association with those promotional offers and may differ from the terms for other customers. Some state restrictions may apply.

You may see the total balance of your earned, unredeemed points by visiting your “Rewards” dashboard within the Gauss app.

No points may be earned for spending or other activities which occur prior to your acceptance of these Program Terms. Gauss reserves the right to modify or discontinue any promotional offers for points earnings at any time, and with or without notice to you.

Points aren’t your property and have no cash value. You can’t transfer or move points unless expressly provided for in this agreement. Additionally, points can’t be transferred by operation of law, such as by inheritance, in bankruptcy, or in connection with a divorce.

Redemption Process

Rewards points may be redeemed towards active Gauss accounts, such as low credit product APR, increase credit limit, increase savings product APY and other options.

The ways to redeem points are subject to change at any time. To see the latest ways to redeem your points, including redemption details for any promotional offers, visit the “Rewards” page within the Gauss app. As a participant in the Program, you are eligible to redeem points in accordance with the terms of any current promotional offer listed on the “Rewards” page.

Rewards points may be redeemed on a one-time basis or on a monthly basis when set up through auto-redemption. To set up and manage your auto-redemption preferences, visit your “Rewards” page.

Please note that the terms of any promotional offer listed on the “Rewards” page may contain separate eligibility requirements or conditions to receive that promotional offer. The terms of the specific promotional offers listed on your “Rewards” page will govern your ability to redeem points for those promotional offers and may differ from the terms for other customers. To the extent these Program Terms conflict with any of the separate terms for a promotional offer, the Program Terms shall govern how points are earned and the specific promotional terms will govern how points are redeemed for the offer.

Gauss reserves the right to modify or discontinue any promotional offers at any time, and with or without notice to you. Points redemptions may be conditional upon you being a Gauss customer with at least one active Gauss product.

Points Restrictions

Gauss may in its sole discretion prohibit or limit your ability to use, earn, keep or redeem points, in whole or in part if you are not in good standing as a Gauss Member. A Gauss Member is not in good standing if he/she is delinquent; if he/she has a negative balance in their Gauss Checking/Savings or any of other Gauss related accounts. We may also prohibit or limit your ability to use, earn, keep or redeem points if we believe you have violated the terms of any agreement governing any loans or account you have with us, these Terms or any applicable law in connection with this Program; or if we believe you have committed any fraudulent acts in connection with this Program.

Additional Terms

Your participation in this Program may result in the receipt of taxable income from Gauss and we may be required to send you, and file with the IRS, a Form 1099. You are responsible for any tax liability, including disclosure requirements, related to your participation in the Program.

We are not responsible for any dispute you may have in connection with this Program with an authorized user or joint account holder on any of your accounts.

Changes to the Gauss Rewards Program

Gauss may modify or update these Program Terms at any time, and each such modification will be effective upon either posting at the Website or notice to you. Your continued participation in this Program following any such modifications constitutes your acceptance of such modifications and your agreement to be bound by these Program Terms and the Terms of Use. If you do not agree to any modification of these Program Terms or the Terms of Use, as the case may be, your sole remedy is to discontinue your participation in the Program. It is important that you review these Program Terms regularly. Gauss in its sole discretion may terminate this Program, or prohibit or limit your ability to use, earn or redeem points, in whole or in part, at any time with or without notice to you. The Program described herein shall replace all earlier versions of this Program.

Cancellation of Gauss Services and Products

If you wish to cancel your Gauss Services and Products, you may do so within the app. You need to settle your existing balances/obligations to Gauss to be able to cancel your account.

Paying Your Bill from Your Bank Account - Credit and Debit Authorization

1. Overview. You can use the Service to make payments for your Gauss Bill if you are approved and accept a Gauss Line of Credit / Gauss Spot Line of Credit. We have partnered with Forward Lending, Inc. DBA Method Financial ("Payment Partner") to provide this feature of the Service (this "Feature"). To use this Feature, you must maintain a valid bank account(s) that you designate as the account(s) from which payments to the credit card accounts that you also designate should be withdrawn ("Funding Account"). You would also need prior to using the Feature agree to the [Method Terms of Service](#), which govern the Forward Lending services and the [Method Privacy Policy](#). All fund transfers are conducted by Payment Partner partnering financial institution partners. You authorize us to share any information you provide, or we obtain relating to this Feature with our Bank Partner or any other party we use to provide this Feature. We may change bank partners or Service Providers.
2. Authorization. By initiating a payment through this Feature, you authorize us to charge your Funding Account to make your payment for your bill. You acknowledge that, as applicable, the electronic authorization contained in this

Section represents your written authorization for automated clearinghouse ("ACH") transactions as provided herein and will remain in full force and effect until you notify Gauss that you wish to revoke this authorization. You must notify Gauss at least six (6) business days before the scheduled debit date in order to cancel this authorization. Failure to provide timely and correct request may make it impossible for Gauss to stop withdrawal of the preauthorized withdrawal. You agree to indemnify and hold harmless Gauss from and against any loss incurred as a result of its withdrawal of a pre authorized debit transaction from your Funding Account or debit card if any of the information relied upon in your request to stop payment is incorrect or incomplete. You warrant and represent to Gauss that you have the right to authorize us to charge and credit your Funding Account or debit card for payments due to us under this Agreement. You represent that you are capable of saving or otherwise storing a copy of this electronic authorization for your records, and the credit and debit transactions you request comply with applicable law. We may set a maximum dollar amount for payment or other restrictions if we reasonably believe restrictions are necessary or advisable for security reasons or to prevent misuse, fraud or an illegal act.

3. Timing. To help ensure that there is enough time for payment to be made before the due date, you must submit payment instructions at least 6 business days prior to the due date. You understand your responsibility to submit timely payment instructions.
4. Stopping Payments. As permitted, you may stop a payment if you do so by 5:00pm Eastern Standard Time on the day you initiate payment. If you initiate a payment after 5:00 pm Pacific Time, you will have until 5:00pm Eastern Standard Time on the next day to stop a payment. You must email us at support@gauss.money to stop payment.
5. Inability to Access Funds from Funding Account. If funds cannot be accessed from your Funding Account to complete your payment instructions for any reason (for example, non-sufficient funds, closed account, inability to locate account, or reversal by you and/or your bank), the transaction will not be completed. Gauss may prohibit further use of this feature, or suspend or close your Gauss account if you do not maintain sufficient funds in your Funding Account to complete your payment instructions.
6. Errors. All questions about transactions made through this feature must be directed to us, and not to the bank or other financial institution where you have your funding account. We are responsible for this Feature and for resolving any errors we caused.

Save any receipts or information we make available to you when you use this feature and check them and your Gauss account history on the site against the funding account statement you receive from your bank or other financial institution. If you

have any questions about one of these transactions write us at support@gauss.money.

If your credentials to access this feature are lost or stolen, notify us at once by writing to us at support@gauss.money.

You could lose all the money in your Funding Account (plus your maximum overdraft line of credit). If you tell us within 5 business days after you learn of the loss or theft of your credentials, you can lose no more than \$50 if someone used your credentials without your permission.

If you do NOT tell us within 5 business days after you learn of the loss or theft of your credentials, and we can prove we could have stopped someone from using your credentials without your permission if you had told us, you could lose as much as \$500.

For purposes of this Section of the Terms, our business days are Monday through Friday. Holidays are not included.

7. Unauthorized Transactions. You must notify us immediately if you suspect or believe that a transaction has occurred through this Feature that you did not authorize or that you believe an incorrect amount was authorized. You may contact us at support@gauss.money. If your Funding Account statement or Gauss account history on the Site shows payments you did not make tell us at once. If you do not tell us within 90 days after the statement or history was transmitted or made available to you, you may not get back any money you lost after the 90 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you initially provide information to us by telephone, we may require that you send your complaint or question in writing within ten (10) business days. You will be asked and are required to provide us with the following information: your name; the phone number registered for this Feature; a description (including dollar amount) of the transaction that you believe is unauthorized or in error; a reference/transaction ID; an explanation why you believe there was an unauthorized transaction or error; and any other information we reasonably request. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we provisionally credit your account and we determine that no error occurred, we may reverse the credit. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

We will tell you the results within 5 business days after completing our investigation. If we decide that there was no error, we will send you an explanation. You may ask for copies of the documents that we used in our investigation.

8. Our Responsibility. We will use commercially reasonable efforts to provide this Feature. If we do not perform as provided in this Section, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:
 1. if you do not have enough money in your Funding Account;
 2. if you have provided incorrect information;
 3. if the Funding Account is closed;
 4. if the payment would go over the credit limit on your overdraft line;
 5. if we provided notice that this Feature is unavailable;
 6. due to circumstances beyond our control (for example, fire, flood, interference from an outside source or any failure by your computer, software, or Internet connection); or
 7. based on other exceptions stated in these Terms.
9. Confidentiality. We will disclose information to third parties about payments you initiate or make:
 1. where it is necessary for completing payments;
 2. in order to verify the existence and condition of your Funding Account for a third party, such as a credit bureau or merchant;
 3. in order to comply with government agency or court orders;
 4. if you give us your written permission;
 5. with our Bank Partner or any other third party we use to provide this Feature; or
 6. as provided elsewhere in these Terms.

Waitlist

Prior to the launch of the Service, we may provide an opportunity for visitors to the Site to enter their email address to join a waitlist of visitors who wish to receive further information as the Service gets under way ("Waitlist"). You agree that joining the Waitlist does not make you our customer or a customer of any of our affiliates, obligate us to provide you the Service, or create any other legal or regulatory duty on our part, other than the duty to exercise reasonable care to protect your email address in accordance with our Privacy Policy.

Inactive Applications

Applications for Services are canceled after 30 days of inactivity. Inactivity is defined as any application that is incomplete and cannot be processed and has seen no follow up activity from the customer.

Mobile Device Usage

Use of the Service may be made available through a browser on a mobile device or through an application running on a mobile device.

You agree to use the Gauss App in accordance with these Terms and any applicable usage rules of any third-party mobile telephone, tablet or other device (each a "Mobile Device") or service provider or the third-party from whom you are downloading the Gauss App (the "App Venues"). Supported App Venues include iTunes/ The App Store and Google Play; other App Venues are NOT supported. It is your responsibility to review the terms and conditions of any App Venue and to determine what usage rules of such App Venue apply to you depending on (i) your Mobile Device, (ii) the method by which you downloaded the Gauss App, and (iii) the App Venue from which you downloaded the Gauss App.

Gauss may offer Services to you through the Gauss App. You acknowledge and understand that certain Services available to you through the Gauss App require data access or wireless internet capability, including, but not limited to view your account balances. You agree that you are responsible for data access or wireless internet charges that may be imposed by your Mobile Device service provider. The Gauss App is designed to be accessible on multiple types of Mobile Devices and operating systems. Gauss does not, however, make any representation or warrant that the Gauss App will be compatible with your particular Mobile Device, any specific operating system version of your Mobile Device, or any other hardware, software, equipment or device installed on, or used in connection with, your Mobile Device. You agree that your functional use of the Gauss App may be affected by or dependent upon your wireless connection and speed of your wireless service provider.

The functionality of the Gauss App could become disabled due to poor connections or speeds caused by your location or your wireless or internet service provider. You agree that it is your responsibility to verify the status of any attempted transaction by reviewing your Account or by contacting Gauss Customer Support at support@gauss.money. You acknowledge and agree that Gauss, and its affiliates, agents and licensors shall not be liable to you for any losses, financial or otherwise, suffered by or arising out of or resulting from compatibility or interoperability problems or the failure of, or your failure to confirm, any attempted transaction.

In addition to your obligations under these Terms, you acknowledge, understand and agree that your use of the Gauss App and your access to your Account through the Gauss App is governed by your account agreements with Placid Inc. (DBA Gauss), its affiliates, partners, or third parties ("Account Agreements"). By using the Gauss App or website, you agree that Gauss may send communications to your Mobile Device and collect information from your devices, as described in Gauss's Privacy Policy. For instance, when accessing the Gauss App and our other Services through a Mobile Device, we may collect certain information about your Mobile Device and

use of our Services, including, but not limited to your device identifiers (such as your Unique Device Identifier, Apple iOS IDFA), the type of device you use and its operating system, information about other applications installed on your device (and, how you use them – e.g., frequency and duration of use) and information about your use of our Services while using the Mobile Device. We may use such information, and share such information with relevant third-parties, to offer you promotions through various third-party providers of products or services, including for purposes of evaluating and providing you with the types of promotions that may be of interest to you or more relevant to you. Any unique device identifiers that we collect when you access or use our Services will be used only for credit risk assessment, advertising and general analytics purposes.

Alerts and Notices

By agreeing to these Terms, you are giving your express consent in writing to be contacted by us through your mobile device or by email for any reason in connection with the Service.

From time to time, we may issue notices or alerts (“Alerts”) to you, or you may choose to set up voluntary Alerts based on certain criteria, to the extent made available by the Service. Automatic Alerts may be sent to you in certain situations, e.g., changes in your registration information, material changes to these Terms, about your account activity, balances, product offerings and other information, such as payment reminders or suspicious activity. You may also create voluntary Alerts customized to suit your own preferences. To the extent not prohibited in accordance with applicable law, we may add or delete categories of Alerts from time to time. When you consent to these Terms and Conditions, you are agreeing to receive Alerts through push notification(s).

Alerts may be sent to your e-mail address and, based on your preferences, communicated by additional means, such as, by pop-up notices on your mobile device. Since Alerts may include financial information or personal data, please be aware of the methods you choose to receive Alerts in order to safeguard your information.

Please be aware that Alerts may be delayed or prevented from being delivered to you for a variety of reasons. Therefore, we cannot guarantee the accuracy or timely arrival of any Alerts. Gauss is not liable for losses or damages arising from:

- Non-delivery, delayed delivery, or the erroneous delivery of any Alert;
- Inaccurate Alert content;
- Your use or reliance on the contents of any Alert for any purposes.

Gauss may terminate your use of Alerts at any time without notice. You may choose to discontinue receiving Alerts by updating your Gauss App notification preferences.

Storing data

Personal data provided by you are retained in line with applicable legal and regulatory obligations and for business and operational purposes.

The Bank Secrecy Act and other federal statutes require Gauss to maintain certain records for a minimum of five years. Gauss may keep records of any transactions a customer enters into on the Gauss for a minimum of 7 (seven) years from the end of Gauss's relationship with the customer. Gauss may keep other information about a customer only to the extent necessary to comply with applicable laws and to further legitimate business needs. You can ask us to permanently delete some or all of your data earlier than this, but we can only do so if:

- a. we have no legal or regulatory obligation to retain it; or
- b. we don't need it to provide a service that you would still like us to provide to you.

If we can't permanently delete your data promptly after you ask us, please be sure that we'll let you know.

Cookies, web beacons and spotlight tags

Cookies are small data files which are placed on your device when you visit certain parts of our website or click on our online advertisements. Accepting the cookies used on our site, sites that are "powered by" another company on Gauss's behalf, or sites where our ads appear may give us access to information about your browsing preferences, which we may use to personalize and enhance your experience. Cookies are typically classified as either "session" cookies or "persistent" cookies.

Session cookies do not stay on your computer after you close your browser.

Persistent cookies remain on your computer until you delete them, or they expire.

Cookies and similar technologies are used to identify your device for the following purposes:

1. Strictly necessary cookies. These essential cookies are set throughout our website and are required for the operation of our website to:
 - a. allow our web server to determine whether the cookies setting on your web browser has been enabled or disabled. This allows us to know whether data can be collected from your web browser;
 - b. temporarily allow you to carry information between pages of our website to avoid having to re-enter that information; or
 - c. temporarily identify your device after you have logged in to a secure page on our website so that our web server can maintain

a dialogue with your web browser in order for you to carry out certain activities.

2. Analytical/performance cookies. These are used to help us improve our website by tracking your visits to our website and recognizing your web browser when you are a repeat visitor so that we can gather statistics on new and repeat visitors to evaluate site effectiveness.
3. Functionality cookies. These are used to recognize you when you return to our website. This enables us to:
 - a. personalize our content for you and remember your preferences (for example, your choice of language and region); or
 - b. store your login and other preferences so you do not have to re-enter that information when you return to the website.
4. Targeting / advertising cookies. These cookies record your visit to our website, your response to our online advertisements, track the pages you have visited, and the website links you have followed. We use this information to:
 - a. make our website more relevant to your interests;
 - b. provide online advertisements or offers on our website or third-party websites which are most likely to interest you; or
 - c. evaluate the effectiveness of our online marketing and advertising programs.

The above cookies may be placed on your device by us or by third parties on our behalf (for example, advertising networks and providers of external services like web traffic analysis services). Gauss does not store passwords or any other information about a visitor in a cookie that would identify them or locate them. No personally identifiable information about you is collected or shared with third parties as a result of this research.

We will be able to access the information stored on the cookies. These data obtained through cookies may be further comingled and matched with your personal data collected and used or to be collected and used by the Gauss in accordance with our Privacy Policy, including but not limited to your demographic data, transaction details and transaction pattern and behavior (where applicable). Where permitted by your marketing preferences, we may use these data and your personal data to provide you with promotional materials or direct marketing.

Most web browsers are initially set up to accept cookies. You can choose to 'not accept' cookies by changing the settings on your web browser but if you block all cookies, including strictly necessary cookies, you may find that certain features on our website will not work properly. If you accept cookies, you will be acknowledging

that your information is being collected, stored, accessed and used as outlined above.

We may also work with third parties to research certain usage and activities on the Site for us. These third-party research agencies include (but are not limited to) Bing, Google Campaign Manager (DoubleClick Campaign Manager), Google Ads (AdWords), Google Display & Video 360 (DoubleClick Bid Manager), Google Webmaster, Facebook, Webtrends and Adobe. They use technologies such as tracking tags, cookies, spotlight monitoring and web beacons to collect information for this research. They use the information collected through such technologies (i) to find out more about users of the Site, including the number of the visitors, user demographics, preferences, interests, behavior and usage patterns, (ii) for internal reporting and (iii) to improve the effectiveness of our marketing. The information that they collect will be shared with us but such information may possibly be comingled and matched with your personal data collected or to be collected by us in accordance with our Privacy Policy to enable your identity to be directly or indirectly ascertained. As part of the information that we share with them, we may share your advertising identifier and "installation event" (which means the data in relation to when you first install or use the Site).

Personally identifiable information about you may be collected or shared by third party research agencies such as Bing, Google Campaign Manager (DoubleClick Campaign Manager)/Google Ads (AdWords)/ Google Display & Video 360 (DoubleClick Bid Manager)/Google Webmaster, Facebook, WebTrends and Adobe with us as a result of this research. Should you wish to disable the cookies associated with such technologies, you may change the setting on your browser. However, in disabling cookies you may not be able to enter certain parts of the Site.

To find out more about the use of cookies and the information-collecting practices and opt-out procedures of third party research agencies, such as Bing, DoubleClick Bid Manager/ Google Adwords/ Google Webmaster, Facebook, WebTrends and Adobe, please visit their respective websites.

Use of AI Technologies in Gauss AI Assistant

By choosing to use Gauss AI Assistant, the next-generation personal financial management solution, you agree to the terms and conditions outlined in this section, which specifically pertain to our use of Artificial Intelligence (AI) technologies, including different AI products/features that are powered by large language models (LLM) provided by third-party AI companies ("Third Party AI Provider", "AI vendors") and/or Gauss's proprietary machine learning ("AI Products").

The Gauss AI Assistant is designed to help you understand and manage your finances more effectively. It utilizes advanced AI algorithms to analyze your banking transactions, credit history, financial standing, assets and liabilities. This enables the Digital AI Assistant to offer personalized insights, budgeting advice, and credit card payoff plans, among other features.

When you use the Gauss AI Assistant, you may interact with various AI features. These include AI-powered feedback mechanisms that respond to your queries and inputs. In providing these functionalities, we may employ technologies developed by external AI vendors, such as the OpenAI API. When using AI Products that are powered by an LLM provided by a third party, the Third Party LLM Provider acts as a sub-processor of data submitted to the AI Product(s). Third Party LLM Provider's services are hosted in the United States only.

Your privacy is paramount. All detailed identifiable financial data, including credit card numbers, are encrypted and processed within the app. When utilizing external AI technologies, any information processed is anonymized. This means that no identifiable personal or financial data is shared with AI vendors, including OpenAI.

However, the customer permits Third Party LLM Providers to use Inputs and Outputs or other Customer Data submitted to an AI Product as necessary to provide and maintain the AI Product, comply with applicable Laws, and enforce its respective policies. Notwithstanding the foregoing, Gauss contractually restricts Third Party LLM Provider from using Customer Data for training or otherwise improving Third Party LLM Provider's services for general use.

By using the Gauss AI Assistant, you acknowledge and consent to the processing of your data by our AI technologies in accordance with these terms. While we strive to provide accurate and helpful financial management tools, Gauss AI Assistant is not infallible. We do not assume liability for any inaccuracies or misinterpretations of your financial data by the AI system.

You also acknowledge that the AI-driven insights and suggestions provided by the Digital AI Assistant are for informational purposes only, based on the information available, and are not intended as, and shall not be understood, considered, or construed as financial advice. Suggestions provided by the AI Assistant do not replace professional financial advice. We recommend that you use your judgment and consider seeking professional advice for significant financial decisions.

We reserve the right to modify or replace the AI technologies used in Gauss AI Assistant. Any significant changes affecting your use of the service or the handling of your data will be communicated in accordance with our standard policy for notifying users of changes to our terms and conditions.

By continuing to use Gauss AI Assistant, you agree to these terms and conditions.

Changes to the Terms

We reserve the right, at our discretion, to change, modify, add or remove portions of these Terms on a going forward basis at any time. Although we may make a reasonable attempt to notify you if we make any changes that materially modify your rights or obligations via email, text to your mobile phone or other agreed-to method, it is your responsibility to check these Terms periodically for changes. Additionally, if the changed Terms materially modify your rights or obligations, we may require you

to provide consent by accepting the changed Terms. If we require your acceptance of the changed Terms, changes are effective only after your acceptance. If you do not accept the changed Terms, we may terminate your use of the Service. All other changes are effective upon publication of the changed Terms. Your continued use of our Service following the posting of changes will mean that you accept and agree to the changes.

Intellectual Property

You are permitted to use content delivered to you through the Service only on the Service. You may not copy, reproduce, distribute, or create derivative works from this content for commercial use. You agree not to reverse engineer or reverse compile any of the service technology, including without limitation any Java applets associated with the Service.

The Site, its content, any materials downloaded, and all intellectual property relating to the Site (including copyrights, patents, database rights, graphics, designs, text, logos, trade dress, trademarks and service marks) are owned by Gauss or third parties and all right, title and interest them remain the property of Gauss and/or such third parties (collectively, the "Content"). All Content is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

You are authorized only to view and retain a copy of the pages of the Site for your own personal, non-commercial use. You may also view and make copies of relevant documents, pages, images or other materials on the Site for the purpose of transacting business with Gauss. You agree that you will not duplicate, publish, modify, create derivative works from, participate in the transfer of, post on the Internet, or in any way distribute or exploit the Site, or any portion of the Site for any public or commercial use without the express written consent of Gauss. Additionally, you agree that you will not (i) remove or alter any author, trademark or other proprietary notice or legend displayed on the Site (or printed pages produced from the Site); and (ii) make any other modifications to any documents or information obtained from the Site other than in connection with completing information required to transact business with Gauss.

Site Security

As a condition of your use of the Site, you agree that you will not, and you will not take any action intended to: (i) access data that is not intended for you; (ii) invade the privacy of, obtain the identity of, or obtain any personal information about any Gauss client or user of the Site; (iii) probe, scan or test the vulnerability of the Site or the Gauss network or breach security or authentication measures without proper authorization; (iv) attempt to interfere with service to any user, host or network or

otherwise attempt to disrupt our business, including by means of submitting a virus to the Site, overloading, “flooding,” “spamming,” “mail bombing” or “crashing;” or (v) send unsolicited mail, including promotions and/or advertising of products and services. If you violate our system or network security, it could result in civil or criminal liability to you.

Prohibited Conduct

BY USING THE SERVICE YOU AGREE NOT TO:

Use the Service for any illegal purpose, or in violation of any local, state, national, or applicable international law;

Violate, or encourage others to violate, the rights of third parties, including by infringing or misappropriating third party intellectual property rights;

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

Interfere with security-related features of the Service, including by (i) disabling or circumventing features that prevent or limit use or copying of any content, or (ii) reverse engineering or otherwise attempting to discover the source code of the Service or any part thereof except to the extent that such activity is expressly permitted by applicable law;

Interfere with the operation of the Service or any user’s enjoyment of the Service, including by (i) uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code; (ii) making unsolicited offers or advertisements to other users of the Service; (iii) attempting to collect, personal information about users or third parties without their consent; or (iv) interfering with or disrupting any networks, equipment, or servers connected to or used to provide the Service, or violating the regulations, policies, procedures or operations of such networks, equipment, or servers;

Perform any fraudulent activity including impersonating any person or entity, claiming false affiliations, accessing the accounts of others without permission, or falsifying your age or date of birth;

Sell or otherwise transfer Service access or any Service-related content or any right or ability to view, access, or use any Service-related content or materials;

Provide Financial Information to us which you do not have the authority to provide;

Open more than one Gauss account;

Use the Feature to make payments to anyone outside the United States or its territories, make payments to unlawful Internet gambling sites, make payment to or at the direction of any government agency or entity, or make any court-ordered payments;

Attempt to do any prohibited conduct, or assist or permit any persons in engaging or attempting to engage in any prohibited conduct.

Termination of Use; Discontinuation and Modification of the Service

If you violate any provision of these Terms, your permission to use the Service will terminate automatically. Additionally, we, in our sole discretion may terminate your user account on the Service or suspend or terminate your access to the Service at any time, with or without notice. We also reserve the right to modify or discontinue the Service at any time (including by limiting or discontinuing certain features of the Service) without notice to you. We will have no liability whatsoever on account of any change to the Service or any suspension or termination of your access to or use of the Service. You may terminate your account at any time by contacting customer service at support@gauss.money. If you or we terminate your account, you will remain obligated to pay all outstanding amounts owed to us or on your line of credit, if any, relating to your use of the Service incurred prior to termination.

Links to Other Websites and Services

The Site may contain links to outside services and resources, the availability and content of which Gauss does not control. We are not responsible for examining or evaluating, and we do not warrant the offering of these services and resources or the content of their web sites. Gauss does not assume any responsibility or liability for the actions, products, and content of these and any other persons. Any concerns regarding any such services or resources should be directed to the service or resource.

Disclaimer of Warranties

PLEASE READ CAREFULLY AS THIS AFFECTS YOUR LEGAL RIGHTS.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GAUSS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE SERVICE AND ALL

INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

GAUSS MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GAUSS OR ITS SERVICE PROVIDERS THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

Limitation of Liability

PLEASE READ CAREFULLY AS THIS AFFECTS YOUR LEGAL RIGHTS.

YOU AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. YOU AGREE THAT GAUSS OR ITS AFFILIATES WILL NOT BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF GAUSS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH HARMS, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES; (iii) ANY PRODUCTS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICE; or (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY OTHER PERSON.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. HOWEVER, EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS LIMITATION OF LIABILITY SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Indemnification

To the extent permitted by applicable law, you agree to protect and fully compensate Gauss and its affiliates from any and all claims, losses, damages, penalties, fines, forfeitures, legal fees (including legal fees incurred in connection with the enforcement of your indemnification obligation) and related costs, judgments, and any other costs, fees and expenses incurred by Gauss or its affiliates caused by or arising from your use of the Service, your violation of these Terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

Severability

Any failure or delay by Gauss to exercise any rights or enforce any of these Terms is not a waiver of such rights or terms. If any provision of these Terms or their application in a particular circumstance is held to be invalid or unenforceable to any extent, the remainder of these Terms, or the application of such provision in other circumstances, will not be affected, and each provision will be valid and enforced to the fullest extent permitted by law.

Dispute Resolution and Arbitration

THIS SECTION AFFECTS YOUR RIGHTS. PLEASE READ CAREFULLY BEFORE AGREEING TO THESE TERMS.

GENERALLY. In the interest of resolving disputes between you and Gauss in the most expedient and cost effective manner, to the extent permitted by applicable law, you and Gauss agree that any and all disputes arising in connection with the Service will be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of the Service, whether based in equity, contract, tort, statute, fraud,

misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of the Service.

YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND GAUSS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION.

EXCEPTIONS. We both agree that nothing in these Terms will be deemed to waive, preclude, or otherwise limit either of our right to (i) bring an individual action in small claims court, or (ii) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available.

ARBITRATION RULES. Any arbitration between you and Gauss will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, or by calling the AAA at 1-800-778-7879. Your arbitration filing fees will be governed by the Consumer Rules. If it is determined by the arbitrator that you cannot afford such fees, Gauss will pay all arbitration fees and expenses.

HEARING. Any arbitration hearings will take place at a location to be agreed upon in New York County, New York, provided that if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted (i) solely on the basis of documents submitted to the arbitrator; (ii) through a nonappearance based telephonic hearing; or (iii) by an in-person hearing as established by the AAA Rules.

NO CLASS ACTIONS. YOU AND GAUSS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Gauss agree otherwise, the arbitrator may not join more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

ENFORCEABILITY. You agree that the enforceability of these arbitration provisions will be determined by the arbitrator as provided in the AAA Rules. You agree that the arbitration provisions of these Terms in effect at the time of demand or action, and not the time of your or our alleged injury, will be the provisions that will be applied by the arbitrator or a court. If class actions provisions are found to be unenforceable or if the entirety of the arbitrations provisions are found to be unenforceable, then the entirety of the arbitration provisions will be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in Governing Law Section below will govern any action arising out of or related to these Terms.

Governing Law

To the extent permitted by applicable law, (i) these Terms will be governed by the laws of the State of New York without regard to conflict of law principles, and (ii) to the extent that any lawsuit or court proceeding is permitted under these Terms, we both agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within New York County, New York for the purpose of litigating all such disputes.

California Residents

Gauss is not currently licensed by the Department of Financial Protection and Innovation. If the Department does decide in the future to license Gauss, and/or require Gauss make modifications to its Line of Credit agreements, such developments may have no impact on your obligations under this agreement.

Although Gauss is not licensed by the Department, any consumer is invited to share any comment and concerns about Gauss or its product and practices with the Department of Financial Protection and Innovation at (866) 275-2677 (toll-free) or at the following URL: <https://dfpi.ca.gov/file-a-complaint/>.

Copyright Complaints

If you believe that any material on the Site infringes upon any copyright that you own or control, you may send a written notification to us via email at support@gauss.money, or via regular mail at Placid Inc., 200 Vesey Street, 24th Floor, New York, NY 10281. In your notification, please:

- Confirm that you are the owner, or authorized to act on behalf of the owner, of the copyrighted work that has been infringed;
- Identify the copyrighted work or works that you claim have been infringed;
- Identify the material that you claim is infringing or is the subject of infringing activity and that is to be removed (please include information reasonably sufficient to permit us to locate the material);
- Provide your contact details, including an email address; and
- Provide a statement that the information you have provided is accurate and that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law.

Contact Information

The Services are offered by Placid Inc., located at Placid Inc., 200 Vesey Street, 24th Floor, New York, NY 10281. You may contact us by sending correspondence to

this address or by emailing us at support@gauss.money. Gauss is available Monday through Friday from 9 a.m. to 5 p.m. Eastern Standard Time. If you would like these Terms emailed to you, please email us at support@gauss.money and request a copy to be sent to your email address. You can also call us at (877) 909-1559 (toll-free).