

## Terms of Use

Welcome to Tandem!

These Terms of Use govern your use of products and services (the “**Services**”) provided by Ride in Tandem, Inc. (“**Tandem**”, “**us**” or “**we**”), including the website located at <https://usetandem.com> (the “**Site**”) and our mobile device application (the “**App**”). By using any of the Services, you agree to these Terms of Use, and our Privacy Policy (available at <https://www.usetandem.com/privacy-policy>). If you open a deposit account through the Services (“**Deposit Account**”), you also agree to the Deposit Account Agreement (available at <https://www.usetandem.com/deposit-account-agreement>). Our Terms of Use, Privacy Policy, and Deposit Account Agreement are together the “**Terms**.”

THESE TERMS OF USE INCLUDE A BINDING ARBITRATION PROVISION THAT CONTAINS A CLASS ACTION WAIVER.

### Your Tandem Account

In order to use the Services, you must create a user account with Tandem (“**Tandem Account**”). You may use the Services only as allowed by applicable law and the Terms, only in the United States, and only if you are at least 18 years old. Use of the Services is available for personal use only.

You agree to comply with all applicable laws and regulations governing the downloading, installation and use of the Services, including, without limitation, any usage rules set forth in the online application store terms of service. You agree not to transfer your Tandem Account to any third party. You also may not create more than one Tandem Account. You are responsible for all activities that occur under your Tandem Account, whether or not you know about them.

### Your Partner

The Service allows two individuals (“**Partners**”) to share expense calculations with each other. You agree that you understand these expense calculations are not legally binding, and represent informal information sharing among Partners. You agree that the Service cannot guarantee the accuracy of any of its information. If you choose to open a Deposit Account with your Partner through the Service, please carefully review the “Joint Accounts” section of the Deposit Account Agreement.

### Billing

We will bill you on the date your Services subscription (“**Subscription**”) begins (after any trial period) and on each periodic renewal until cancellation. You are responsible for all applicable taxes, and we will charge tax when required to do so.

*Fee Changes.* We may change the fees in effect on renewal of your Subscription. We will give you no less than 30 days’ advance notice of these changes via a message to the email address associated with your account, and you may cancel your Subscription before the new fee comes into effect. If you do not cancel your Subscription, you agree to pay the new fee rate.

*Trials.* Any trial or other promotion that provides access to a Subscription must be used within the specified time of the trial. You must cancel your Subscription before the end of the trial or promotional period in order to avoid being charged for the next Subscription period.

## Your Information

You authorize us to collect and use information about you as described in our Privacy Policy available at <https://www.usetandem.com/privacy-policy>. You agree to always provide us with complete and accurate information and to update any provided information, as needed, to keep it accurate, complete and up-to-date. You further agree that you will not disclose your Tandem Account password to anyone and you will notify us immediately of any unauthorized use of your Tandem Account.

When you create a Deposit Account and from time to time thereafter, you agree to provide and confirm information and documentation that will allow us to identify you, such as:

- A copy of your government-issued photo ID;
- A copy of a utility bill, bank statement, affidavit, or other bill, dated within three (3) 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.

## Deposit Accounts

If you choose to open a Deposit Account, your Deposit Account will be governed by the Deposit Account Agreement with Third Coast Bank SSB, Member of the Federal Deposit Insurance Corporation (“**Third Coast Bank**”) available at <https://www.usetandem.com/deposit-account-agreement>. Tandem is not a bank. All banking services provided by Third Coast Bank, as described in the Deposit Account Agreement. Third Coast Bank is a third-party beneficiary to these Terms solely for purposes of enforcing its account services and the terms as set forth in the Deposit Account Agreement. By opening a Deposit Account, you authorize Tandem to instruct Third Coast Bank on your behalf.

## Linking Cards and Transaction Data

By registering a payment card with the Services, you authorize Tandem to share your payment card information with the Payment Card Networks (such as Visa, Mastercard, and AMEX). You authorize the Payment Card Networks to monitor transactions on your registered card in order to enable your usage of the Services with a registered card. You may opt-out of transaction monitoring on the payment card you have registered by removing your linked card in the App.

In addition to the Payment Card Networks, we currently use Fidel (more information available at <https://fidelapi.com/>) to monitor card transactions for your participation in the Tandem program. You authorize Fidel to monitor the transactions made with your registered cards. The data collected from Fidel includes your registered card identifier, merchant, transaction date/time, amount and other transaction elements (currency, Payment Card Network etc).

You acknowledge that Tandem, Fidel, and the Payment Card Networks may be unable to monitor every transaction made with your registered cards. If you register a debit card, your transaction must be processed as a ‘credit’ (i.e., signature) transaction to make sure the transaction can be monitored. Do not use a Personal Identification Number (PIN) when paying for your purchases with your enrolled card if you want the transaction to be available for view or action on the App.

## Notifications and Verification

**CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS:** By using the Services, you authorize Tandem to contact you in relation to your Tandem or Deposit Account as described in the Terms, as authorized by applicable law and regulations, and at any phone number, text message address, or email provided to us.

To use the Services, you must provide and verify your cellular phone number or other text message address to us, and you expressly consent to receive text messages relating to the Services at that number or address. Third-party data and message fees may apply. You are responsible for any messaging or data fees you may be charged by your wireless carrier for receiving SMS notifications. If you change your cellular phone number or text message address, you must promptly provide and verify your new cellular phone number or text message address. You can do this via the App.

We may send you promotional or marketing SMS messages, which is not required for you to use the Services. To control receipt of these marketing communications, text HELP for help or text STOP to cancel.

### **Third Party Service Providers and Links**

Tandem uses third party service providers to assist with provision of the Services, and the Services may give you the option to link to third-party features and integrations. Tandem does not own or operate any such features or integrations, and they may be subject to additional terms of use and privacy policies. If you access or use any third-party features or integrations, you are responsible for this access and use, and Tandem is not responsible for any act or omission of the third party or the availability, accuracy, the related content, products or services of third parties. These third party services include:

- Retrieval of your own information maintained online by third-parties with which you have customer relationships, maintain accounts or engage in financial transactions;
- Payment functions (for example, Venmo) to initiate a payment or request by pre-populating some information as part of payments completed on a third party payment system; and
- Use of social media platforms such as Facebook, Twitter, and LinkedIn.

### **Intellectual Property Rights**

The Services are protected by copyright, trademark, and other U.S. and foreign laws. The Terms do not grant you any right, title, or interest in the Services, others' content in the Services, Tandem trademarks, logos and other brand features. We welcome feedback, but note that we may use comments or suggestions without any obligation to you.

Tandem respects the intellectual property rights of others and expects you to do the same. Accordingly, we will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or through the Services infringe your copyright, you may request removal of those materials (or access to them) from the Services by submitting written notification to us at [team@usetandem.com](mailto:team@usetandem.com).

### **Access and Interference**

You agree that you will not:

- access or use any part of the Services for any non-personal, commercial purpose;
- access or use the Services for any illegal purpose or violate any law, statute, ordinance, or regulation;

- attempt to gain unauthorized access to any other user's Tandem or Deposit Account;
- modify or attempt to modify or in any way tamper with, circumvent, disable, damage or otherwise interfere with the Services;
- access or use the Services in a way that may infringe upon the intellectual property or other rights of any third party, including, without limitation, trademark, copyright, privacy, or publicity rights; or
- provide false, inaccurate or misleading information;
- reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Services or any part thereof (including any App), except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- modify, adapt, translate or create derivative works based upon the Services or any part thereof, except and only to the extent the foregoing restriction is expressly prohibited by applicable law; or
- copy, distribute, transfer, sell or license all or part of the Services;
- intentionally interfere with or damage operation of the Services or any user's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code; or
- take any action to circumvent, compromise or defeat any security measures implemented in the Services.

### **Interruption of the Services**

Your access and use of the Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Services or other actions that Tandem, in its sole discretion, may elect to take. In no event will Tandem be liable to any party for any loss, cost, or damage that results from any scheduled or unscheduled downtime. Tandem cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain data or loss of data, personalization settings or other service interruptions. Tandem cannot assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, communications or personalization settings.

Your sole and exclusive remedy for any failure or non-performance of the Services, including any associated software or other materials supplied in connection with such services, shall be for Tandem to use commercially reasonable efforts to effectuate an adjustment or repair of the applicable service.

### **Disclaimer of Representations and Warranties**

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". EXCEPT AS REQUIRED BY LAW, TANDEM DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS REGARDING THE SERVICES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, QUIET ENJOYMENT, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, FREEDOM FROM VIRUSES OR OTHER HARMFUL CODE, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE. SPECIFICALLY, BUT WITHOUT LIMITATION, TANDEM DOES NOT WARRANT THAT: (1) THE INFORMATION PROVIDED IN, OR THAT MAY BE OBTAINED FROM USE OF, THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE CORRECT, ACCURATE, UP-TO-DATE, OR RELIABLE; (2) THE SERVICES BE UNINTERRUPTED OR ERROR-FREE; (3) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED BY OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS; OR (4) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. YOU ASSUME ALL

RISK FOR ALL DAMAGES, INCLUDING DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE DEVICE OR LOSS OF DATA THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICE. YOU HEREBY ACKNOWLEDGE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK.

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH STATES LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF THIS PROVISION MAY NOT APPLY TO YOU.

### **Indemnity**

To the fullest extent permitted by law, you agree to indemnify, defend and hold Tandem and all of its successors, parents, subsidiaries, affiliates, officers, directors, stockholders, investors, employees, agents, representatives and attorneys and their respective heirs, successors and assigns (collectively, the "**Indemnified Parties**"), harmless from and against any and all claims, liabilities, losses, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by the Indemnified Parties arising out of or relating to (i) your access to, use of or alleged use of the Services; (ii) your violation of the Terms or any representation, warranty, or agreements referenced herein, or any applicable law or regulation; (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) any disputes or issues between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim. You agree not to settle any matter related to Indemnified Parties without the prior written consent of Tandem.

### **Limitations of Liability**

TANDEM, ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS WON'T BE LIABLE FOR (1) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR (2) ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS, REGARDLESS OF LEGAL THEORY. THESE EXCLUSIONS OR LIMITATIONS WILL APPLY REGARDLESS OF WHETHER OR NOT TANDEM OR ANY OF ITS AFFILIATES HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES.

TANDEM AND ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS AREN'T RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICES.

WE LIMIT OUR LIABILITY TO YOU TO THE GREATER OF \$100 USD OR 100% OF ANY AMOUNT YOU'VE ACTUALLY PAID UNDER YOUR CURRENT SUBSCRIPTION PLAN WITH TANDEM.

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

EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS

BETWEEN THE PARTIES UNDER THIS AGREEMENT. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS LIMITATIONS OF LIABILITY SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

### **Cancellation**

You may cancel your Subscription at any time, and we will not bill for your next Subscription renewal period if you cancel prior to your renewal date. Refunds are only issued if required by law.

Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion. You acknowledge and agree that, subject to the terms of the Deposit Account Agreement, Tandem may immediately deactivate your Tandem and Deposit Accounts and prohibit any further access to all files and the Services by you. Further, you agree that Tandem shall not be liable to you or any third party for any termination of your access to the Services.

Closure of your Deposit Account is governed by the Deposit Account Agreement.

### **Changes to Terms**

We may modify the Terms at any time. If an update affects your use of the Services or your legal rights as a user of our Services, we'll notify you prior to the update's effective date by sending an email to the email address associated with your account or via an in-product notification. When requiring notification, updated terms will be effective no less than 30 days from when we notify you.

If you don't agree to the updates we make, please cancel your account and stop using the Services before the updated Terms become effective. By continuing the Services after the updates come into effect, you agree to be bound by the revised Terms.

### **Governing Law and Forum for Disputes**

Delaware state law governs this Agreement without regard to its conflicts of laws provisions.

#### Arbitration Provision

ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THE SERVICES OR THESE TERMS OF USE WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this provision; the arbitrator shall apply Michigan law to all other matters. Notwithstanding anything to the contrary, any party to the arbitration may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction. WE EACH AGREE THAT ANY AND ALL DISPUTES MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. BY ENTERING INTO THIS AGREEMENT AND AGREEING TO ARBITRATION, YOU AGREE THAT YOU AND TANDEM ARE EACH WAIVING THE RIGHT TO FILE A LAWSUIT AND THE RIGHT TO A TRIAL BY JURY. IN ADDITION, YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS.

To begin an arbitration proceeding, send a letter requesting arbitration and describing your claim to Ride in Tandem, Inc. 330 E Liberty St, Ann Arbor, MI 48104. Arbitration will be conducted by the American Arbitration Association (AAA) before a single AAA arbitrator under the AAA's rules, which are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees and costs will be governed by the AAA's rules, but if you are unable to pay any of them, we will pay them for you. In addition, we will reimburse all such fees and costs for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, we will not seek its attorneys' fees or costs in arbitration unless the arbitrator determines your claims or defenses are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. The decision of the arbitrator shall be final and not appealable, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. This section shall survive expiration, termination, or rescission of this Agreement.

**Contact Information**

If you have any questions about the Terms or the Services, please contact us by emailing [team@usetandem.com](mailto:team@usetandem.com).