



**ATMOS**

**Terms of Use**  
Effective 08/15/2023

Welcome to <https://www.joinatmos.com> (the “Atmos Site”), owned and operated by Atmos Financial, PBC (“Atmos,” “we,” or “us”). This page explains the terms by which you may use the Atmos Site, including online services, together with the content, software, products and functionality offered on or in connection with the service (collectively, the “Services”). By accessing or using the Services, or clicking a button or checking a box marked “I Agree” or similar, you signify that you have read, understood, and agree to be bound by these Terms of Service (these “Terms”) and to the collection and use of your information as set forth in the Atmos Privacy Policy which is hereby incorporated by reference. These Terms apply to all visitors, users, and others who register for or otherwise access the Services (“Users”).

Certain services may be subject to additional terms and conditions specified by us from time to time, and your use of such services is subject to those additional terms and conditions, which are hereby incorporated into these Terms by reference.

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

## **1. Use of Our Service**

### **A. Eligibility**

This is a contract between you and Atmos. You must read and agree to these terms before using Atmos Services. If you do not agree, you may not use the Services. You may use the Services only if you can form a binding contract with Atmos, and only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. Any use or access to the online services by anyone under eighteen (18) is strictly prohibited and in violation of these Terms. The Services are not available to any Users previously removed from the Services by Atmos.

### **B. Atmos Services**

Subject to the terms and conditions of these Terms, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Services for your personal, noncommercial use only and as permitted by the features of the Services. Atmos reserves all rights not expressly granted herein in the Services and the Atmos Content (as defined below). Atmos may terminate this license at any time for any reason or no reason.

### **C. Atmos Accounts**

Your Atmos user account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion.

You may never use another User’s Atmos user account without permission. When creating your Atmos user account, you must provide accurate and complete information, and you must keep this information up to date. You are solely responsible for the activity that occurs on your Atmos user account, and you must keep your account password secure. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You must notify Atmos immediately of any breach of security or unauthorized use of your Atmos user account. Except as otherwise set forth herein, Atmos will not be liable for any losses caused by any unauthorized use of your Atmos user account.

You hereby authorize Atmos, directly or through third parties, to make any inquiries we consider necessary to validate your identity and/or authenticate your identity and Atmos user account information. This may include asking you for further information and/or documentation about your identity, or requiring you to take steps to confirm ownership of your email address, wireless/cellular telephone number or financial instruments, and verifying your information against third-party databases or other sources.

You may control your User profile and how you interact with the Services through your “Settings” page. By providing Atmos your email address you consent to our using the email address to send you Services-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Services and special offers. If you do not want to receive such

email messages, you may opt out or change the preferences in your “Settings” page. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

#### **D. Transaction Limits**

In accordance with federal law, unless otherwise indicated, you are allowed to make six (6) account withdrawals from your Atmos Savings Account each calendar month. Atmos or its partner banks may set daily or monthly transaction limits on your Atmos Savings and/or Checking Account(s). These limits will be displayed in your Atmos user account. Daily and monthly limits are set for the protection of our users. Daily and monthly transaction limits may differ across users depending on the level of information provided to Atmos in accordance with KYC documentation. Atmos reserves the right to cancel or suspect transactions if such activity exceeds permitted transaction limits.

Atmos reserves the right to cancel or suspend transactions (deposits and/or withdrawals) made on or through the Services, including your Atmos Savings and/or Checking Account(s), due to fraud, suspected fraud, or other compliance-related concerns.

#### **E. User Liability for Unauthorized Electronic Funds Transfer**

In accordance with federal law, there may be limitations on your Atmos Savings and/or Checking Account(s) activity that restrict your ability to make electronic fund transfers. Any such limits are disclosed in the appropriate agreements governing your account.

You are liable for all electronic fund transfers that you authorize, whether directly or indirectly.

You must inform us if you believe your account) has been or may be subject to unauthorized electronic fund transfers due to breach of security or unauthorized access. Please notify us immediately at [support@joinatmos.com](mailto:support@joinatmos.com) to keep your possible losses to a minimum. You could lose all the money in your Atmos Saving and/or Checking Account(s) if appropriate action is not taken in a timely manner.

If you tell us within two (2) business days after learning of any unauthorized transfers from your Atmos Savings and/or Checking Account(s), you can lose no more than fifty dollars (\$50) if electronic fund transfers are made without your permission. For these transactions, if you DO NOT tell us within two (2) business days after learning of the loss, theft or unauthorized use, and we can establish that we could have prevented the unauthorized transfer(s) if you had told us in time, you could lose as much as five hundred dollars (\$500). If your periodic account statement shows unauthorized transfers from your Atmos Savings and/or Checking Account(s) and you DO NOT tell us within sixty (60) days after the statement was delivered to you, you may not get back any money you lose after the sixty (60) day period if we can prove that we could have prevented the unauthorized transfer(s) from your Atmos Savings Account if you had notified within the notice periods noted above.

If an extenuating circumstance (such as extended travel or hospitalization) prevents you from promptly notifying us of a suspected lost or stolen access device or of any other suspected unauthorized transfer(s) from your Atmos Savings and/or Checking Account(s), Atmos may, in its sole discretion, extend the time periods specified in this Section for a reasonable period.

#### **F. Service Rules**

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Services in any medium, including without limitation by any automated or non-automated “scraping”; (ii) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Services in a manner that sends more request messages to the Atmos servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that Atmos grants the operators of public search engines revocable permission to use spiders to copy publicly available materials from the Atmos Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable

or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Services; (vii) collecting or harvesting any personally identifiable information, including account names, from the Services; (viii) using the Services for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Services; (xi) accessing any content on the Services through any technology or means other than those provided or authorized by the Services; or (xii) bypassing the measures we may use to prevent or restrict access to the Services, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein. We may, without prior notice, change the Services; stop providing the Services or features of the Services, to you or to Users generally; or create usage limits for the Services. We may permanently or temporarily terminate or suspend your access to the Services without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms, or if we believe you are using the Services in a manner that exposes Atmos to liability, reputational harm or brand damage, including but not limited to using the Services to request, send or receive money related to fraud or money laundering, or for no reason. Upon termination for any reason or no reason, you continue to be bound by these Terms. You are solely responsible for your interactions with other Atmos Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Atmos shall have no liability for your interactions with other Users, or for any User's action or inaction.

## **2. User Content**

We do not claim ownership of user-generated content and material. Any and all photographs, articles, images, graphics, videos, sounds, music, audio recordings, text, files, profiles, communications, comments, feedback, suggestions, ideas, concepts, questions, data or other content that you (i) submit or post on or through the Services, on any of our blogs, social media accounts or through tools or applications we provide for posting or sharing such content with us; or (ii) have posted or uploaded to your social media accounts, including but not limited to Instagram, Twitter, Facebook, Tumblr and Pinterest, which are tagged with any Atmos promoted hashtag (collectively "User Content") shall be deemed nonconfidential and nonproprietary. By submitting or posting any User Content, you grant to Atmos and its affiliates a perpetual, irrevocable, royalty-free, worldwide, sublicensable and transferable license to copy, publish, translate, modify, reformat, create derivative works from, distribute, reproduce, sell, display, transmit, publish, broadcast, host, archive, store, cache, or otherwise use all or any portion of the User Content, as well as your name, persona and likeness included in any User Content and your social media account handle, username, real name, profile picture and/or any other information associated with the User Content, in any commercial or noncommercial manner whatsoever, in whole or in part, in any and all distribution channels, forms, media or technology, whether now known or hereafter developed, including but not limited to in stores, printed marketing materials, emails, web pages, social media accounts and for any other marketing, advertising, public relations, sales or promotional purposes with or without attribution and without further notice to you. Neither you, nor any other person or entity, will have the right to (i) receive any royalty or consideration of any kind for the use of the User Content pursuant to these Terms or (ii) inspect or approve the editorial copy or other material that maybe used in connection with the User Content. Atmos will be free to use any ideas, concepts, know-how or techniques contained in such User Content for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products that incorporate or otherwise rely upon such information. Atmos shall have no obligation to monitor User Content, use or display User Content, compensate you for submitting User Content or respond to any User Content. Atmos retains the right, in its sole discretion and without prior notice, to remove, revise or refuse to post any User Content for any reason or no reason. Subject to the licenses granted in these Terms, you retain ownership of any copyright and other rights you may have in the User Content.

By submitting or posting User Content on the Services, on your social media accounts or through any tools or applications we provide for posting or sharing your User Content with us, you represent and warrant that (i) you own or control any and all rights in and to the User Content, and the right to grant all of the rights and licenses in these Terms, and if you are not the holder of such rights, the holder of such rights has completely and effectively waived all such rights and irrevocably granted you the right to grant the licenses stated above without the need for payment to you or any other person or entity; (ii) you have obtained permission from any individuals that appear in the User Content to use, and grant others the right to use, their name, image, voice and/or likeness without the need for payment to you or any other person or entity; (iii) you are eighteen (18) years of age or older; and (iv) the User Content does not (a) contain false or misleading information, (b) infringe on the intellectual property, privacy,

publicity, statutory, contractual or other rights of any third party, (c) contain any libelous, defamatory, obscene, offensive, threatening or otherwise harassing or hateful content, (d) contain any addresses, email addresses, phone numbers or any contact information or (e) contain computer viruses, worms or other harmful files. Upon request by Atmos, you will furnish Atmos any documentation, substantiation or releases necessary to verify your compliance with these Terms. You are solely responsible for the User Content and you hereby agree to indemnify and hold Atmos and its employees, agents, affiliates, assigns and licensees harmless from any and all damages, claims, expenses, costs or fees arising from or in connection with a breach of any of the foregoing representations or your violation of any law or rights of a third party.

Atmos does not guarantee the truthfulness, accuracy or reliability of any User Content or endorse any opinions expressed by you or anyone else. By submitting or posting the User Content you fully and unconditionally release and forever discharge Atmos and its officers, directors, employees and agents from any and all claims, demands and damages (actual or consequential, direct or indirect), whether now known or unknown, of every kind and nature relating to, arising out of or in any way connected with: (i) disputes between you and one or more users or any other person or entity, or (ii) the use by Atmos or you of the User Content, including, without limitation, any and all claims that use of the User Content pursuant to these Terms violates any of your intellectual property rights, copyrights, rights of publicity or privacy, "moral rights," or rights of attribution and integrity. You acknowledge and agree that Atmos has no control over, and shall have no liability for any damages resulting from, the use (including, without limitation, re-publication) or misuse by you or any third party of any User Content. Atmos acts as a passive conduit for User Content and has no obligation to screen or monitor User Content. If Atmos becomes aware of any User Content that allegedly may not conform to these Terms, Atmos may investigate the allegation and determine in its sole discretion whether to take action in accordance with these Terms. Atmos has no liability or responsibility to Users for performance or nonperformance of such activities.

ATMOS HAS THE ABSOLUTE RIGHT TO REMOVE AND/OR DELETE WITHOUT NOTICE ANY USER CONTENT WITHIN ITS CONTROL THAT IT DEEMS OBJECTIONABLE. YOU CONSENT TO SUCH REMOVAL AND/OR DELETION AND WAIVE ANY CLAIM AGAINST ATMOS FOR SUCH REMOVAL AND/OR DELETION. ATMOS IS NOT RESPONSIBLE OR LIABLE FOR FAILURE TO STORE POSTED CONTENT OR OTHER MATERIALS YOU TRANSMIT THROUGH THE SERVICES. YOU SHOULD TAKE MEASURES TO PRESERVE COPIES OF ANY DATA, MATERIAL, CONTENT OR INFORMATION YOU POST ON THE SERVICES OR ANY OTHER SITES OR PLATFORMS.

### **3. Our Proprietary Rights**

Except for your User Content, the Services and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the "Atmos Content"), and all intellectual property rights related thereto, are the exclusive property of Atmos and its licensors (including other Users who post User Content to the Services). Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, editor create derivative works from any Atmos Content. Use of the Atmos Content for any purpose not expressly permitted by these Terms is strictly prohibited.

You may choose to or we may invite you to submit comments or ideas about the Services, including without limitation about how to improve the Services or our products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Atmos under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Atmos does not waive any rights to use similar or related ideas previously known to Atmos, or developed by its employees, or obtained from sources other than you.

### **4. Fees**

The fees we charge Users for using our Services (the "Fees") are listed on our Schedule of Fees and Services. We may change our Fees from time to time by posting the changes on the Atmos Site thirty (30) days in advance, but with no advance notice required for temporary promotions or any changes that result in the reduction of Fees. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any of

these third parties' services or websites.

## **5. Donations**

### **A. Overview**

We may offer you the ability to donate to a specified charitable organization using the Services (each, a "Donation") as set forth in this Section. All Donations are at your own risk. When you make a Donation through the Services, it is your responsibility to understand how your money will be used. Atmos is not responsible for any offers, promises, rewards or promotions made or offered by a charitable organization. We do not and cannot verify the information that a charitable organization supplies, nor do we represent or guarantee that the Donations will be used in accordance with any fundraising purpose prescribed by a charitable organization or in accordance with applicable laws.

### **B. Recurring Donations**

You may designate on your Atmos user account a specific charitable organization you would like to make recurring monthly donations to. When you register to make a recurring donation, we will record an intention to donate a pre-defined amount of money selected by you using your Atmos user account to the charitable organization(s) you have selected on the Services. You will be able to choose the specific amount of the recurring donation. Atmos will enable a transaction to be processed where the charitable organization you have selected will be the merchant of record for the specified amount of the donation made to such charitable organization. Your full donation will be paid directly to the designated charity. In electing to contribute on a recurring basis, you hereby acknowledge that such Donations automatically renew and have a recurring payment feature, and that unless and until you opt out of the auto-renewal of such Donations, which can be done through your Atmos user account, any Donations you have signed up for will be automatically extended for successive renewal periods of the same duration as the initial term originally selected. Changes to or termination of the Donations will apply only to Donations that take place after Atmos receives notice of such change or termination. Atmos does not provide refunds of any amounts received in connection with previously made Donations. Your donations may be tax deductible. Please contact us using the contact information below for more information.

### **C. Authority**

By selecting to make a donation through the Services, you authorize a debit to be processed for the designated charitable organization for the amount of your designated donation using your Atmos user account.

### **D. Cancellation of and Changes to Donations**

You may change or cancel a Donation made on the Services which has not yet been processed by logging into the Services and amending the details for that Donation. Changes and cancellations to recurring donations can be made at any time during that month as long as the donation has not been processed. To the maximum extent permitted by law, you agree that, once a transaction has been processed to your account in respect of a Donation, that Donation cannot be changed or reversed by Atmos, except to the extent Atmos is required to change or reverse the relevant transaction by applicable law.

### **E. Rejected Donations**

At anytime, Atmos may at its sole discretion, decide to remove a charitable organization from its Services. In such case, we will cease processing any Donations in relation to that organization and will make commercially reasonable efforts to notify you via email of this removal if you elected to donate to such charitable organization.

At any time, if Atmos suspects fraud or any other potentially illegal activity in relation to a Donation or charitable organization, Atmos may, at its sole discretion, cease to process Donations relating to that activity. In such case, we will cease processing any Donations in relation to that activity and will make commercially reasonable efforts to notify you via email of this if you elected to donate to such charitable organization.

### **F. Not a Fundraiser**

We may offer you the ability to donate to a specified charitable organization using the Services (each, a "Donation") as set forth in this Section. All Donations are at your own risk. When you make a Donation through the Services, it is your responsibility to understand how your money will be used. Atmos does not act as a professional fundraiser on behalf of any charity. All Donations made by, on or through the Services are made directly to the charitable organization you select on the Services. Atmos is providing the Services solely as a service to technologically enable the Donation to be made by you directly to the applicable charitable organization(s). Atmos is not responsible for any offers, promises,

rewards or promotions made or offered by a charitable organization. We do not and cannot verify the information that a charitable organization supplies, nor do we represent or guarantee that the Donations will be used in accordance with any fundraising purpose prescribed by a charitable organization or in accordance with applicable laws.

## **6. Customer Support**

We may make available an interactive online chat (“Chat”) service available to you Monday through Saturday, or during posted business hours as applicable, and in connection with any product or service that we provide. Atmos makes no warranty that the Chat service will be available at any particular time or be free of fault or error.

During your use of the Chat service, you may interact with a bot, chatbot, Virtual Assistant, Digital Banker, or other non-human (each, a “Chatbot”). We will disclose the use of the Chatbot to the extent required by applicable law.

The Chat service is provided as a convenience, solely to provide support services for Atmos’s products, services and online applications. Our Chat service will try to provide you with accurate and current information based on your question or need. Nothing we communicate in the Chat service will be considered a legal agreement, representation, or warranty as to our products, services, processes, decisions, or response times. Providing or participating in the Chat service does not constitute consent by you or us to use electronic records and signatures as a substitute for written documents.

You will not use the Chat service to send any abusive, defamatory, dishonest, or obscene message, and doing so may result in termination of the Chat service session and/or your Atmos user account.

## **7. Terms and Termination**

These Terms are effective as of the date you accept these Terms or first download, install, access, or use the Services, and ending when the Services are terminated as described herein. You may terminate these Terms by paying all amounts you owe and upon providing thirty (30) days’ advance written notice to Atmos (email sufficient) but you may close your account at any time; except that you will still be responsible for any charges, fees, fines, and other losses caused by your action or inaction prior to terminating these Terms. Upon termination of these Terms: you understand and acknowledge that we will have no further obligation to provide or allow access to your Atmos user account or the Services. Upon termination, all licenses and other rights granted to you by these Terms will immediately cease. Atmos is not liable to you or any third party for termination of the Services or termination of your use of the Services. UPON ANY TERMINATION OR SUSPENSION, ANY INFORMATION THAT YOU HAVE SUBMITTED, UPLOADED, OR OTHERWISE MADE AVAILABLE ON, TO OR THROUGH THE ATMOS SERVICES OR THAT WHICH IS RELATED TO YOUR ATMOS USER ACCOUNT MAY NO LONGER BE ACCESSED BY YOU. Furthermore, except as may be required by applicable law or as provided in our Privacy Notice, Atmos will have no obligation to store or maintain (or delete or destroy) any information stored in our database or to forward any information to you or any third party.

Without further notice, Atmos reserves the right to terminate or restrict the Services of Users’ accounts without activity for periods of 180 days or more. To reactivate accounts, Users are responsible for contacting Atmos at support@joinatmos.com. Atmos will follow all account closure procedures as outlined herein and in its corresponding service agreements.

## **8. Privacy**

We care about the privacy of our Users. You understand that by using the Services you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our Privacy Policy, and to have your personally identifiable information collected, used, transferred to and processed in the United States.

## **9. Security**

Atmos cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

## 10. SMS/Text Messages

By consenting to Atmos' text messaging service, you agree to receive recurring SMS and MMS text messages with service, transaction, account-related, and commercial news and alerts from Atmos to your mobile phone number provided, even if your mobile number is registered on any state or federal Do Not Call list. You certify that your mobile number provided is true and accurate and that you are authorized to enroll the designated mobile number to receive such text messages. You acknowledge and agree that the text messages may be sent using automated technology, including through an automatic telephone dialing system. Standard message and data rates may apply from your carrier. Consent to receive text messages is not required as a condition of use/purchase. Check your mobile plan and contact your mobile carrier for details. You are solely responsible for all charges related to text messages, including charges from your mobile carrier.

You can unsubscribe from receiving text messages at anytime. Please note that unsubscribing from commercial text messages may not prevent you from receiving texts from Atmos directly relating to your use of the service, such as appointment reminders, account, or security information that is necessary to provide the requested service to you. To unsubscribe from text messages at any time, text STOP, END, CANCEL, UNSUBSCRIBE or QUIT to (407) 456-7847 or reply STOP, END, CANCEL, UNSUBSCRIBE or QUIT to any text message you receive from Atmos. You may receive one final text message from Atmos confirming your request. For help, text HELP to (407) 456-7847 or contact us at support@joinatmos.com.

## 11. Push Notifications

By agreeing to these Terms, you agree to receive push notifications from us through the Atmos mobile app or directly via text message. You can opt out of receiving push notifications through your device settings. Please note that opting out of receiving push notifications may impact your use of the Services.

## 12. Copyright Complaints

It is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA").

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify Atmos's copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Service;
4. Information reasonably sufficient to permit Atmos to contact you, such as your address, telephone number, and, email address;
5. A statement 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 law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn: Peter Hellwig  
Atmos Financial, PBC.  
Address: 2150 Kittredge Ave, Suite 4C  
Berkeley, CA 94704  
Mail: PO BOX 8836  
Emeryville, CA 94662  
Email: copyright@joinatmos.com  
Phone: 1.866.246.7194  
Alt Names: Atmos, Atmos Financial, Atmos PBC

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE

SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying Atmos and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Atmos's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, Atmos has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. Atmos may also at its sole discretion limit access to the Service and/or terminate the accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

### **13. Third-party Links and Information**

The Service may contain links to third-party materials that are not owned or controlled by Atmos. Atmos does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website or service from the Service or share your User Content on or through any third-party website or service, you do so at your own risk, and you understand that these Terms and Atmos's Privacy Policy do not apply to your use of such sites. You expressly relieve Atmos from any and all liability arising from your use of any third-party website, service, or content, including without limitation User Content submitted by other Users. Additionally, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Atmos shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

### **14. Indemnity**

You agree to defend, indemnify and hold harmless Atmos and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:(i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of these Terms, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; (iv) your violation of any applicable law, rule or regulation; (v) any Donation; (vi) User Content or any content that is submitted via your account including without limitation misleading, false, or inaccurate information; (vii) your willful misconduct; or (viii) any other party's access and use of the Service with your unique username, password or other appropriate security code.

### **15. No Warranty**

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICES ARE AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ATMOS OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, ATMOS, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

ATMOS DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND

ATMOS WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

#### **16. No Financial Advice or Recommendations**

Any information or content available on or through the Services, including on our blog are for information and educational purposes only. Although the Services may provide information relating to banking products and other financial instruments and management tools, you should not construe any such information, features, tools or other content available on or through any Services as legal, tax, financial or other advice. Nothing contained in any Services or any other content on the Atmos Site constitutes a solicitation, recommendation, endorsement, or offer by Atmos to apply for or engage in any financial instruments.

You alone assume the sole responsibility of evaluating the merits and risks associated with the use of any Services before making any decisions based on the Services or content contained in an Atmos Service. In exchange for using Services, you agree not to hold Atmos liable for any possible claim for damages arising from any decision you make based on information made available to you through any Services.

#### **17. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ATMOS, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THIS SERVICE. UNDER NO CIRCUMSTANCES WILL ATMOS BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ATMOS ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL ATMOS, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO ATMOS HEREUNDER OR \$100.00, WHICHEVER IS GREATER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF ATMOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. The Services are controlled and operated from facilities in the United States. Atmos makes no representations that the

Services are appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Services if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Services are solely directed to individuals, companies, or other entities located in the United States.

## **18. Governing Law, Arbitration, and Class Action/Jury Trial Waiver**

### **A. Governing Law**

This Agreement, together with the Privacy Policy and any other agreements expressly incorporated by reference herein, constitute the entire and exclusive understanding and agreement between you and Atmos regarding your use of and access to the Service, and except as expressly permitted above may only be amended by a written agreement signed by authorized representatives of the parties. You may not assign or transfer this Agreement or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign this Agreement or any of our rights or obligations under this Agreement at any time without notice. The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. Use of paragraph headers in this Agreement is for convenience only and shall not have any impact on the interpretation of particular provisions. In the event that any part of this Agreement is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect.

### **B. Arbitration**

READ THIS SECTION CAREFULLY AS IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM ATMOS. For any dispute with Atmos, you agree to first contact us at [support@joinatmos.com](mailto:support@joinatmos.com) and attempt to resolve the dispute with us informally. In the unlikely event that Atmos has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to these Terms, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at [www.jamsadr.com](http://www.jamsadr.com). The arbitration will be conducted in Alameda County, California, unless you and Atmos agree otherwise. If you are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. If you are an individual using the Service for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Atmos from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, intellectual property rights or other proprietary rights.

### **C. Class Action / Jury Trial Waiver**

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND ATMOS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY

GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

#### **D. Limitation of Claims**

Regardless Of Any Statute Or Law To The Contrary, Any Claim Or Cause Of Action Arising Out Of Or Related To These Terms Or The Services Must Be Filed Within One (1) Year After Such Claim Or Cause Of Action Arose, Or Else That Claim Or Cause Of Action Will Be Barred Forever.

### **18. Governing Law, Arbitration, and Class Action/Jury Trial Waiver**

#### **A. Assignment**

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Atmos without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

#### **B. Notification Procedures and Changes to these Terms**

Atmos may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by Atmos in our sole discretion. Atmos reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in these Terms. Atmos is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. Atmos may, in its sole discretion, modify or update these Terms from time to time, and so you should review this page periodically. When we change these Terms in a material manner, we will update the 'last modified' date at the bottom of this page and notify you that material changes have been made to these Terms. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Service. If you do not agree to any of these terms or any future Terms of Service, do not use or access (or continue to access) the Service.

#### **C. Entire Agreement/Severability**

These Terms, together with any amendments and any additional agreements you may enter into with Atmos in connection with the Service, shall constitute the entire agreement between you and Atmos concerning the Service. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect, except that in the event of unenforceability of the universal Class Action/Jury Trial Waiver, the entire arbitration agreement shall be unenforceable.

#### **D. No Waiver**

No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Atmos's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

#### **E. California Residents**

The provider of services is set forth herein. If you are a California resident, in accordance with Cal.Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

#### **F. Contact**

Please contact us at support@joinatmos.com or at +1 (866) 246-7194 with any questions regarding these Terms.