

TERMS & CONDITIONS

The acrew Down Payment Assistance Finder tool and acrew website (collectively, the “Platform”), is owned and operated by acrew, Inc., a Delaware corporation (“acrew, “we,” “our,” or “us”). The Platform provides access to and information about our programs and services (“Services”).

These terms of use (these “terms”) constitute a binding agreement between you and us. Please read these terms carefully because your access to and use of the Platform and the Services is subject to these terms and all applicable laws, and we reserve the right to terminate your access to the Platform and the Services if you violate these terms. By using our Down Payment Assistance Finder tool, clicking on links within the Platform beyond the homepage, by visiting our website, clicking on links on our website, or by clicking on a box or icon on the platform acknowledging that you accept these terms, whether or not you become a member of ours, or use the Services (whether on the platform or through other channels, such as by telephone, email, facsimile or otherwise), you agree that these terms constitute a binding legal agreement between you and us. These terms include your granting us permission to share your personal information with others as described herein. Please read our privacy policy for more information on our practices with respect to the processing of personal information. If you do not agree with these terms (including our privacy policy), you are not permitted to access or otherwise use the Platform, any Services available through the Platform, or any information contained on the Platform.

Notice of mandatory arbitration; class action and jury trial waivers.

These Terms contain a mandatory (binding) arbitration and class action and jury trial waiver clause (collectively referred to as the “arbitration clause”). Except for certain types of disputes described in the arbitration clause below, or where prohibited by applicable law, you agree that disputes between you and us regarding your use of the Platform or Services will be resolved by binding, individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration. For more details, see Section 15 below.

We may make changes to the content available on the Platform at any time, with or without notice. We can change, update, add or remove provisions of these Terms at any time by posting the updated Terms on the Platform. We will make commercially reasonable efforts to notify you of any material changes to these Terms (which may include updating the “Last Modified” date above), however, we are not obligated to do so. You waive any right you may have to receive specific notice of such changes to these Terms with the exception that we will not update the arbitration clause without giving you notice and an opportunity to opt out of such provision. By using the Platform after we have updated these Terms, you are agreeing to the then-current Terms. You are responsible for regularly reviewing these Terms.

In addition to these Terms, your use of certain Services may be governed by additional agreements.

Besides these Terms, we also publish a Privacy Policy, which includes a U.S. Consumer Privacy Notice. We encourage you to read our Privacy Policy to better understand how you can update, manage, access and delete your information. By accepting these Terms, you agree to the processing and transfer of your personal information in accordance with our Privacy Policy and to electronic receipt of all Privacy Disclosures, in accordance with 16 C.F.R. § 313.9.

1. ACCESSING THE PLATFORM

We reserve the right to withdraw or amend the Platform, and any Services or Materials (as defined below) that we provide on the Platform, at any time in our sole discretion with or without notice. We will not be liable if, for any reason, all or any part of the Platform is unavailable at any time or for any period. From time to time, in our sole discretion and with or without notice, we may restrict access to some parts of the Platform, or the entire Platform, to any users, including registered acrew members.

You are responsible to:

- Make all arrangements necessary for you to have access to the Platform; and
- Ensure that all persons who access the Platform through your internet connection are aware of these Terms and comply with them at all times.

To access the Platform, or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Platform that all information you provide is correct, current and complete, and that you have the authority to provide such information to us.

To become an acrew member and enroll in the Services, you must create an account with a password. You must treat such information as confidential, and you must not disclose it to any other person or entity. You acknowledge that your acrew account is personal to you and agree not to provide any other person with access to any portion of the Platform using your username, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your acrew account, username or password or any other breach of security relating to the Platform or the Services.

We have the right to disable any username, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion with or without notice for any reason, including if, in our opinion, you have violated any provision of these Terms or the security of your account on the Platform may have been compromised.

You have the sole responsibility for maintaining the safety, security and integrity of any device you use to access the Platform. You agree not to leave the device unattended while logged into the Platform and to log off immediately at the completion of each session. You agree not to provide any of your access information for the Platform to any person. You will bear the entire risk for any use of the Platform through your account or access information, whether or not you have authorized such use and whether or not you are negligent. If you permit others to use the device, login information or any other means to

access the Platform, you will be held responsible for any Services they engage in or transactions they undertake and acrow will not be liable for any resulting damages.

2. acrow MEMBERSHIP

a. General Terms and Conditions

acrow Membership is a Service offered on the Platform that includes a variety of features for free. You may cancel your acrow Membership at any time on the Platform. We also reserve the right to cancel your acrow Membership at any time unless otherwise required by law.

b. acrow Membership Features

An acrow Membership includes a variety of features available on the Platform, including, without limitation, rewards intended to encourage certain user behavior. acrow reserves the right to add, alter or discontinue any acrow Membership features at any time with or without notice. acrow also reserves the right to offer special promotions to certain acrow members, which will be subject to separate terms applicable to such promotions. Subject to this paragraph, the following features may be available as part of an acrow Membership:

- **acrow Reward Points**

acrow offers Reward Points in conjunction with planning and saving for a home. acrow Reward Points may be offered at various places within the Platform. acrow will match a portion of your contributions to your Account (as determined by acrow from time to time in acrow's sole discretion) in the form of a credit that can be used toward your home purchase upon the completion of the acrow Home Preparation Program (detailed on Redeem Your Rewards section), subject to verification by acrow and your continuing to hold an acrow membership at that time. acrow Reward Points cannot be used for any other purpose and are automatically forfeited when you cease to hold an active acrow membership. acrow Reward Points have an exchange ratio of 1 point to \$1 USD. acrow reserves the right to change the terms of the acrow Reward Points program, including but not limited to with respect to eligibility, the amount or type of match, and the requirements for using Reward Points, at any time and with or without notice to you. For more information about acrow Reward Points, please contact us at hello@acrowsavings.com or review our Rewards Agreement.

Eligibility

In order to be eligible for the Program, you must have an active and in good standing acrow Membership. For the avoidance of doubt, "active" and "in good standing" shall mean that your ZYNLO Bank Account does

not have a negative cash balance, is not frozen and you are not in breach of any agreements between you and the Bank.

Redeeming Your Reward Points

In order to redeem your accrued Reward Points, you must:

1. Complete the acrew Home Preparation Program
2. Have the legitimacy of your transaction verified by your real estate agent, mortgage lender and title company or attorney, to acrew's satisfaction.
3. Be an acrew member for at least 90 days before your scheduled closing date
4. Have not already signed a purchase agreement on a home;

acrew's Home Preparation Program is designed to help homebuyers better navigate the homeownership journey through the acrew website. The requirements will be shown online and can be fulfilled by completing the following activities:

1. Using acrew's Down Payment Assistance Finder tool;
2. Creating a personalized homeownership savings plan;
3. Connecting with an acrew Home Advisor (e.g. Agent or Lender); and
4. Proving successful home purchase by uploading a bona fide purchase contract.

For purposes of determining the completion of acrew's Home Preparation Program, purchase contracts will be subject to verification and approval by acrew. The activities required to complete acrew's Home Preparation Program are subject to change and can be adjusted without prior notice.

You may use any mortgage lender or real estate agent for your home transaction and still redeem your acrew Reward Points. Within 5 business days of your scheduled closing date, acrew will deposit your accrued Reward Points into your account.

Closing Your Account

If your acrew Membership is discontinued at your request or by acrew for any reason, your acrew Reward Points will be automatically and immediately invalidated and will not be eligible to be redeemed.

acrew is a financial technology company and is not a bank. Banking services provided by ZYNLO Bank; Member FDIC.

- **acrew Home Education**

By becoming an acrew member, you may have access to acrew educational content and guidance from acrew customer support staff who may provide consultation on maximizing the benefits of your acrew membership. This includes information related to down payment assistance programs offered by other entities, the acrew Reward Points program, general information pertaining to real estate agents and lenders, general information pertaining to your ZYNLO Bank Account, and more.

- **Education on Tax**

You understand and acknowledge that acrew is not a licensed credit repair organization, credit counselor, credit services organization, debt management company, debt settlement company or any other organization in the business of offering advice as to how to improve or repair your credit. acrew makes no warranties or representations, express or implied, regarding any advice provided during consultations. You understand and acknowledge that, although acrew does provide information that is intended to help you to become aware of and evaluate your eligibility for certain tax deductions and other benefits, acrew does not provide legal, financial or tax advice. You should consult with accredited professionals for any such advice. acrew is not responsible for providing you with specific tax documents or assisting you with preparing tax documents.

3. PROPRIETARY RIGHTS

Unless otherwise specified in these Terms, all information and screens appearing on the Platform are the sole property of acrew or our subsidiaries and affiliates, and other parties. We provide content through the Platform that is copyrighted and/or trademarked work of acrew or our third-party licensors, suppliers and service providers (collectively, the “Materials”). The Materials may include documents, services, software, site design, text, graphics, logos, video, images, icons and other content, as well as the arrangement thereof.

Subject to these Terms, we hereby grant you a limited, personal, non-exclusive and non-transferable license to use, view, print, display and download the Materials for the sole purpose of viewing them on a stand-alone personal computer or mobile device and to use the Platform solely for your personal use. Except for the foregoing license and as otherwise required or limited by applicable law, you have no other rights in the Platform or any of the Materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Platform or the Materials in any manner or for any purpose that would constitute infringement of our, our third-party licensors’, suppliers’, or service providers’ or the Platform’s other users’ intellectual property rights. All rights not expressly granted herein are reserved. If you breach any of these Terms, the above license will terminate automatically, and you must immediately destroy any downloaded or printed Materials.

4. YOUR USE OF THE PLATFORM

a. Down Payment Assistance Finder tool

The Down Payment Assistance Finder tool is based on a certain set of inputs provided by you. The results of the Down Payment Assistance Finder tool, including the affordability estimator and savings target goals are for illustrative purposes only. acrow makes no representation as to their accuracy. You understand that acrow is neither a licensed mortgage brokerage nor financial planner and usage of the Down Payment Assistance Finder tool does not pre-approve you for any loan product. For a complete and accurate assessment of your personal finances, you must speak directly to a licensed financial planner.

Additionally, acrow, either itself or through a third-party service provider, may showcase APR and mortgage cost estimates based on a set of criteria of its own choosing and such examples are for illustrative purposes only.

For an actual APR and mortgage cost estimate, you must speak directly to a mortgage lender, (each, a “Mortgage Lender”). Rates and costs may vary between Mortgage Lenders and may vary from the APR and mortgage cost estimator tools made available to you.

b. Real Estate Agents & Mortgage Lenders

As an acrow member, you may have access to real estate agents that are listed on the Platform (each, a “Real Estate Agent”) and Mortgage Lenders as part of our Service. You are not required to use a Real Estate Agent or Mortgage Lender, and we do not guarantee that a Real Estate Agent or Mortgage Lender will be available to service you in the city or state where you would like to purchase a home; however, if you do use a Real Estate Agent or Mortgage Lender, you may be eligible to benefit from discounts or other preferred channel arrangements that we have negotiated with certain Real Estate Agents and Mortgage Lenders from time to time. You acknowledge and agree that by being an acrow member and providing your contact information on the Platform, you are instructing acrow to share that contact information with one or more Real Estate Agents or Mortgage Lenders for the purpose of helping you navigate a potential home purchase transaction, consistent with our Privacy Policy.

This is not a solicitation if you are already represented by a real estate broker. Please contact us at hello@acrowsavings.com for details. Program terms and conditions are subject to change at any time without notice. Additional terms, conditions, and restrictions apply.

acrow makes no representation that a Real Estate Agent will be capable of finding you a home, and acrow makes no express or implied warranties and disclaims any

and all liability as it relates to the acts or omissions of any Real Estate Agent or any home found by a Real Estate Agent.

By agreeing to these Terms, you acknowledge that acrew, may receive marketing fees from Real Estate Agents and Mortgage Lenders listed on the Platform.

c. ZYNLO Bank

In order to be an acrew Member, you must open an acrew HomeSavings by ZYNLO account with ZYNLO Bank (the “Bank”), using an acrew-specific link provided on the Platform. By agreeing to these Terms, you acknowledge that acrew, may receive a referral fee from the Bank upon the opening of your Bank account. You also acknowledge that upon opening a Bank account with the Bank through the acrew-specific referral link, you may be eligible to benefit from discounts or other preferred channel arrangements that we have negotiated with the Bank.

By agreeing to these Terms and Conditions, you expressly authorize us to act on your behalf as your agent and representative to access your consumer financial information in your ZYNLO Bank Account pursuant to Section 1033 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. Through this authorization, we will collect information about your financial transactions on your Account for the purpose of facilitating the Program and your participation in it. Your consumer financial information will be collected, maintained, stored, and shared in accordance with our Privacy Policy.

acrew is a financial technology company and is not a bank. Banking services provided by ZYNLO Bank; Member FDIC.

5. COMMUNICATIONS

By using the Platform, you consent to receiving communications in any form from acrew, including but not limited to the following: mail, email, telephone, (landline or wireless) and text message (i.e., SMS and/or MMS communications), to service your acrew membership or provide you with information about our Services. For emails, you can manage your notification preferences by referring to the instructions at the bottom of the email. For text messages, you can opt out messages by replying STOP.

By forwarding any content or communications to us through the Platform or by other electronic means, you thereby grant us a perpetual, royalty-free, world-wide, irrevocable, non-exclusive license to use, reproduce, modify, adapt, publish, translate, create derivative works from, redistribute, and display such content and communications in any form for the purposes of providing the Services and any purpose tangentially related to the Services. No compensation will be paid to you with respect to our or our sublicensees’ use of your communications. By providing or submitting content, you represent and warrant that you own or otherwise control all of the rights to your

submitted content and communications as described in this Section including, without limitation, all the rights necessary for you to submit the content and communications and grant the license above.

6. ACCEPTABLE USE

By accessing or using the Platform, you agree that:

- Your use of the Platform is subject to and governed by these Terms;
- You will only access or use the Platform and transact business with us if you are at least 18 years old;
- You will use the Platform solely for its Services offered in the normal course of business;
- You will always act in accordance with the law, custom, and in good faith;
- You will comply with and be bound by these Terms as they appear on the Platform each time you access and use the Platform;
- Each use of the Platform by you indicates and confirms your agreement to be bound by these Terms; and

These Terms are a legally binding agreement between you and us that will be enforceable against you. You further agree to not use the Platform in any way that:

- Changes or alters the Platform or content or Services that may appear on the Platform;
- Impairs in any way the integrity or operation of the Platform;
- Is in any way unlawful or prohibited, or that is harmful or destructive to anyone or their property;
- Transmits any advertisements, solicitations, schemes, spam, flooding, or other unsolicited email and commercial communications;
- Transmits any harmful or disabling computer codes or viruses;
- Harvests email addresses;
- Transmits unsolicited email to the Platform or to anyone whose email address includes the acrewsavings domain name;
- Interferes with our network services;
- Attempts to gain unauthorized access to our network services;
- Suggests an express or implied affiliation or relationship with us without our express written permission;
- Impairs or limits our ability to operate the Platform or any other person's ability to access and use the Platform;
- Unlawfully impersonates or otherwise misrepresents your affiliation with any person or entity;
- Transmits or uploads violent, obscene, sexually explicit, discriminatory, hateful, threatening, abusive, defamatory, offensive, harassing, or otherwise objectionable content or images;
- Dilutes or depreciates our or any of our affiliates' name and reputation;

- Transmits or uploads content or images that infringe upon any third party's intellectual property rights or right to privacy; or
- Unlawfully transmits or uploads any confidential, proprietary or trade secret information.

This list of prohibited activities provides examples and is not complete or exclusive. We reserve the right to suspend or terminate access to your account and your ability to use the Platform (or the Materials) with or without cause and with or without notice, for any reason or no reason, or for any action that we determine, in our sole discretion, is inappropriate or disruptive to the Platform or to any other user of the Platform and/or Materials. We may report to law enforcement or governmental authorities any actions that may be illegal, and may cooperate with any government investigations or examinations directly or indirectly related to any potentially illegal activity engaged in via the Platform.

7. RELIANCE ON INFORMATION POSTED

The majority of the information presented on or through the Platform is made available solely for general information purposes. Unless obligated by law, we do not warrant the accuracy, completeness or usefulness of this general information. Any reliance you place on such general information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Platform, or by anyone who may be informed of any of its contents, unless we are otherwise liable under applicable law.

The Platform may include content provided by third parties, including materials provided by third-party licensors, syndicators, aggregators, service providers, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by us, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of acrew. We are not responsible or liable to you or any third party, for the content or accuracy of any materials provided by any third parties, unless we are otherwise liable under applicable law.

8. THIRD-PARTY LINKS

The Platform may link to other websites that are not controlled or operated by us (collectively, "Third-Party Sites"). Certain areas of the Platform may allow you to interact and/or conduct transactions with such Third-Party Sites, and, if applicable, allow you to configure your privacy settings in your Third-Party Site accounts to permit your activities on the Platform to be shared with your contacts in your Third-Party Site accounts and, in certain situations, you may be transferred to a Third-Party Site through a link but it may appear that you are still on the Platform. In any case, you acknowledge and agree that the Third-Party Sites may have different privacy policies and terms and conditions and/or user guides and business practices than acrew, and you further acknowledge and agree that your use of such Third-Party Sites is governed by the

respective Third-Party Site privacy policy and terms and conditions and/or user guides. We provide links to Third-Party Sites to you as a convenience, and we do not verify, make any representations or take responsibility for such Third-Party Sites, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third-Party Sites. YOU AGREE THAT WE WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY. Any reference on the Platform to any product, service, publication, institution, organization of any third-party entity or individual does not constitute or imply our endorsement or recommendation.

9. FEDERAL AND STATE LAWS

The Platform is operated from the United States and is intended for U.S. residents only. The Platform is not approved for distribution outside of the U.S. and non-U.S. residents should not rely or act upon the information contained within. When using the Platform or when using any content provided by us, you must obey all applicable U.S. federal, state and local laws.

10. MINIMUM AGE

The Platform is offered and available to users who are eighteen (18) years of age or older. By using the Platform, you represent and warrant that you are of legal age to form a binding contract with a crew and meet all eligibility requirements. If you do not meet all such requirements, you must not access or use the Platform.

11. DISCLAIMER OF WARRANTIES

Your use of the Platform and the Services is at your own risk. The Materials have not been verified or authenticated in whole or in part by us, and they may include inaccuracies or typographical or other errors. We do not warrant the accuracy or timeliness of the Materials contained on the Platform. We have no liability for any errors or omissions in the Materials, whether provided by us, our licensors or suppliers or other users.

TO THE FULLEST EXTENT PERMITTED BY LAW AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE PLATFORM, AND THE INFORMATION AND SERVICES OFFERED ON OR THROUGH THE PLATFORM AND ANY REFERENCED THIRD-PARTY SITES, ARE PROVIDED “AS IS” AND

WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. ANY THIRD-PARTY GOODS OR SERVICES PROVIDED ARE SUPPLIED AS A CONVENIENCE TO YOU AND DO NOT CONSTITUTE SPONSORSHIP, AFFILIATION, PARTNERSHIP OR ENDORSEMENT. TO THE FULLEST EXTENT ALLOWED BY LAW, WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT.

TO THE FULLEST EXTENT PERMITTED BY LAW, WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PLATFORM, THE SERVICES, THE MATERIALS OR OTHER POSTED MATERIALS ON THE PLATFORM IN TERMS OF ITS CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE.

BY PROVIDING THE SERVICES ON THE PLATFORM, WE DO NOT IN ANY WAY PROMISE THAT THE PLATFORM OR THE SERVICES WILL REMAIN AVAILABLE TO YOU. WE ARE ENTITLED TO TERMINATE ALL OR PART OF ANY OF THE PLATFORM OR THE SERVICES AT ANY TIME, IN OUR SOLE DISCRETION WITH OR WITHOUT NOTICE TO YOU. IN FURTHERANCE OF THE FOREGOING, YOUR ACREW REWARD POINTS MAY BE TERMINATED AT ANY TIME DUE TO THE TERMINATION OF THE PLATFORM, IN RESPONSE TO YOUR TERMINATION OF USE OF THE PLATFORM, FOR ANY REASON, OR OTHERWISE, IN EACH CASE, IN OUR SOLE AND ABSOLUTE DISCRETION.

12. LIMITATION OF LIABILITY

WE CANNOT GUARANTEE THAT THE PLATFORM WILL BE AVAILABLE 100% OF THE TIME BECAUSE PUBLIC NETWORKS, SUCH AS THE INTERNET, OCCASIONALLY EXPERIENCE DISRUPTIONS. ALTHOUGH WE STRIVE TO PROVIDE THE MOST RELIABLE PLATFORM REASONABLY POSSIBLE, INTERRUPTIONS AND DELAYS IN ACCESSING THE PLATFORM ARE UNAVOIDABLE AND WE DISCLAIM ALL LIABILITY FOR DIRECT AND INDIRECT DAMAGES WHICH MAY RESULT FROM SUCH PROBLEMS OR ANY UNAVAILABILITY OF THE PLATFORM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE LIABILITY OF ACREW AND ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND THIRD-PARTY SERVICE PROVIDERS, WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF YOUR USE OF THE PLATFORM, THE MATERIALS, THE CONTENT OR SERVICES OBTAINED THROUGH THE PLATFORM, WHETHER BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED, FIFTY DOLLARS (\$50).

IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY PARTY FOR ANY INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES FOR ANY USE OF THE PLATFORM, OR ON ANY OTHER HYPERLINKED WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA OR OTHERWISE, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. INDEMNIFICATION

You agree to indemnify, defend and hold harmless acrew and its affiliates, and its and their respective officers, directors, employees, agents, representatives and third-party service providers, for any and all claims, demands, actions, liability, fines, penalties and expenses that may arise from any of your acts or omissions in connection with your use of the Platform.

14. INJUNCTIVE RELIEF

You acknowledge that we may be irreparably harmed if these Terms are not specifically enforced, and damages at law would be an inadequate remedy. Therefore, in the event of a breach or threatened breach of any provision of these Terms by you, we will be entitled, in addition to all other rights and remedies, to an injunction restraining such breach or threatened breach, without being required to show any actual damage or to post an injunction bond, and/or to a decree for specific performance of the provisions of these Terms.

By using the Platform, you agree that the laws of the State of Delaware, without regard to principles of conflict of laws, will govern these Terms and any dispute of any sort that might arise between you and acrew. For purposes of this Section, you agree that any action or proceeding with regard to any such injunction restraining such breach or threatened breach shall be brought exclusively in the state or Federal courts located in New Castle County, Delaware. You consent to the jurisdiction of such courts and waive any objection to the laying of the venue of any such action or proceeding in such courts. You agree that service of any court paper may be effected on you by mail or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

15. MANDATORY ARBITRATION; CLASS ACTION AND JURY TRIAL WAIVERS

Most concerns can be resolved quickly and to your satisfaction by contacting us as described in Section 15 below.

In the event that we are not able to resolve a dispute, and with the exception of our right to seek injunctive relief as described above and, similarly, your right to seek individual injunctive relief in court, you hereby agree that either you or we may elect to arbitrate any dispute, claim or cause of action (a "Claim") between you and us or any third parties arising out of use of the Platform, the Services and any other interactions with us

(whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory) to be arbitrated on an individual (non-class) basis, to the extent allowed by applicable law. However, both parties retain the right to seek relief in a small claims court (or an equivalent court) for a Claim within the scope of its jurisdiction so long as the small claims action does not seek to certify a class, combine the Claims of multiple persons, recover damages in excess of the limit for a small claim under applicable state law or is not transferred, removed or appealed from small claims court to any different court.

THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS VERY LIMITED. ADDITIONALLY, ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS, AND, THEREFORE, YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT. AS PART OF THIS WAIVER, YOU AGREE THAT YOU WAIVE THE RIGHT TO ACT AS A PRIVATE ATTORNEY GENERAL IN AN ARBITRATION; THAT EXCEPT AS OTHERWISE PROVIDED IN THIS ARBITRATION CLAUSE, CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS- WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR MULTIPLE- PARTY ARBITRATION.

You and we agree that your use of the Platform or the Services involves interstate commerce, and that this arbitration clause shall be interpreted and enforced in accordance with the Federal Arbitration Act (FAA) set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. The arbitrator must follow, to the extent applicable: (1) the substantive law of the state in which we entered into the transaction giving rise to this arbitration clause; (2) the applicable statutes of limitations; and (3) claims of privilege recognized at law. The arbitrator will not be bound by federal, state or local rules of procedure and evidence or by state or local laws concerning arbitration proceedings.

If either you or we elect to arbitrate a Claim, the dispute shall be resolved by binding arbitration administered under the applicable rules of the American Arbitration Association (“AAA”). Either you or we may elect to resolve a particular Claim through arbitration, even if the other party has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court.

If this is a consumer-purpose transaction, the applicable rules will be the AAA’s Consumer Arbitration Rules. The applicable AAA rules and other information about arbitrating a Claim under AAA, including how to submit a dispute to arbitration, may be obtained by visiting the AAA’s website at <https://www.adr.org/> or by calling

1-800-778-7879. If AAA will not or cannot serve as the administrator of the arbitration, and you and we cannot then agree upon a substitute arbitrator, you and we shall request that a court with proper jurisdiction appoint an arbitrator. However, we will abide by the applicable AAA rules regardless of the forum. Arbitration shall be conducted in the county and state where you accepted these Terms, you reside, or another reasonably convenient place to you as determined by the arbitrator, unless applicable laws require another location. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Except as provided in applicable statutes, the arbitrator's award is not subject to review by a court and it cannot be appealed. The parties will have the option to request and receive a statement of reasons for the arbitration award.

If you elect to file the arbitration, and this is a consumer-purpose transaction, you will pay the filing fee to the extent required by AAA's Consumer Arbitration Rules but not to exceed the cost of filing a lawsuit. Any amount above what it would cost you to file a lawsuit, we will pay. All other arbitration fees and expenses shall be allocated to us according to AAA rules. Except for the arbitration fees and expenses, each party shall pay its own costs and fees incurred (including attorneys' fees), unless the arbitrator allocates them differently in accordance with applicable law. This paragraph applies only if this is a consumer-purpose transaction.

If any provision in this arbitration clause is found to be unenforceable, it will be stricken from the clause and the remaining provisions will remain fully enforceable. If a Claim seeks public injunctive relief and, after exhaustion of all appeals, a court determines that a provision in the clause restricts such Claim and, therefore, is invalid with respect to that Claim, the Claim seeking public injunctive relief will be determined in court. However, any Claim seeking money damages shall be arbitrated at the election of either party (unless such Claim is an exclusion as set forth in this clause). The parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to any Claim seeking money damages has been entered in court.

Except with respect to the foregoing paragraph relating to public injunctive relief, if the class action limitation is invalid, then this arbitration clause is invalid in its entirety.

This arbitration clause will survive the termination of your use of the Platform or the Services and any other interactions with us.

You may reject this arbitration clause within thirty (30) days of accepting the Terms by emailing us at hello@acrewsavings.com and including in the subject line "Rejection of Arbitration Provision."

16. MISCELLANEOUS PROVISIONS

Severability. If any term or provision in these Terms is found to be void, against public policy, or unenforceable by a court of competent jurisdiction and such finding or order

becomes final with all appeals exhausted, then the offending provision shall be deemed modified to the extent necessary to make it valid and enforceable. If the offending provision cannot be modified, then the same will be deemed stricken from these Terms in its entirety and the remainder of these Terms will survive with the offending provision eliminated. This paragraph does not apply to the arbitration clause.

Governing Law and Venue. These Terms will be governed by and construed in accordance with the laws of the State of Delaware, excluding its conflicts of law rules, and the United States of America. Without waiving the foregoing arbitration clause, you agree that any dispute arising from or relating to the subject matter of these Terms, including but not limited to if you opt out of the mandatory arbitration provision, will be governed by the exclusive jurisdiction and venue of the state and Federal courts located in New Castle County, Delaware.

Headings. Section headings are for convenience of reference only and shall not affect the interpretation of these Terms.

17. QUESTIONS

If you have any questions or comments about these Terms or the Platform, please contact us by email at hello@acrewsavings.com.