

# Terms & Conditions

**DATE LAST REVISED: JANUARY 1ST, 2019**

Please carefully review the following Terms and Conditions for Use of this website and the services described herein ("Terms and Conditions").

In these Terms and Conditions, "we", "us", "our" and "ALPHA" all refer to ALPHA Business Inc., a Delaware corporation.

By using the information, tools, software, features and functionality including content, updates and new releases (together the "Service") whether via [www.alpha.money](http://www.alpha.money) (the "Website") or our mobile application (the "App"), you agree to be bound by these Terms and Conditions. If you don't agree to all of these Terms and Conditions of use, please don't use the Service.

ALPHA is not a bank. Financial services, such as the ALPHA debit Card are provided by Evolve Bank & Trust, a member of the Federal Deposit Insurance Corporation.

You agree to read and be bound by the [Evolve Cardholder Agreement](#).

## Accepting Our Terms

### **YOU MUST BE OF LEGAL AGE, AUTHORITY AND CAPACITY TO AGREE**

You must be at least eighteen (18) years of age (or nineteen (19) if you reside in a state where the age of majority is nineteen (19)) and reside in the U.S. in order to register for the Service. You represent and warrant that you are of legal age to form a binding contract and that you have the authority to enter into, and the capacity to be bound by, these Terms and Conditions.

Before you continue, you should print or save to your computer or mobile device a copy of these Terms and Conditions for your records.

### **TO USE THE SERVICE YOU MUST ACCEPT OUR TERMS**

To access the Service you must read and accept these Terms and Conditions. By using the Service whether via the Website or the App, you agree to be bound by these Terms and Conditions.

### **CONTINUED USE OF THE SERVICE MEANS YOU ACCEPT ANY CHANGES TO THESE TERMS AND CONDITIONS**

Information on this Website is believed to be accurate. ALPHA reserves the right to modify such information at any time, and you agree that ALPHA is not required to provide to you any notice of such modifications. Notwithstanding that notice of modification is not required, you agree that ALPHA's posting of such modified information on the Website constitutes notice to you of such modification. The Terms and Conditions will indicate the date they were last revised. Any

modification will be effective immediately upon posting and your continued use of the Service will mean that you accept and agree to the Terms and Conditions, as modified.

#### **LINKS ARE NOT ENDORSEMENTS**

Please note that once you leave this Website, ALPHA accepts no responsibility for the content, products, services or privacy policies of any other websites. Links to other companies' websites or references to other companies' products, services or publications do not imply ALPHA's endorsement or approval of such websites, products, services or publications.

## **Rights You Grant to Us**

#### **PROVIDING US WITH REGISTRATION INFORMATION AND EMAIL**

You agree and understand that you are responsible for maintaining the confidentiality of the password and PIN that allow you to access the Service. Your Login ID, password and PIN, together with any mobile number or other contact information you provide form your "Registration Information."

By providing us with your e-mail address, you agree to receive all required notices electronically pursuant to the E-SIGN Agreement, to that e-mail address, and you further agree that electronic notices to the e-mail address you provide to us shall have the same meaning and effect as if we provided you with paper notices. If you change your e-mail address, it is your responsibility to update the address listed in your ALPHA profile and you agree to promptly notify us of any change in your e-mail address by logging onto [www.alph.money](http://www.alph.money) and clicking on the "Profile" link. Notices will be provided in HTML (or, if your system does not support HTML, in plain-text) in the text of the e-mail or through a link to the appropriate page on the Website, accessible through any standard, commercially available Internet browser.

If you become aware of any unauthorized use of your Registration Information, you agree to notify ALPHA immediately at the e-mail address - [security@ALPHA.money](mailto:security@ALPHA.money)

#### **PROVIDING US WITH LINKED ACCOUNT INFORMATION**

By submitting information, data, passwords, usernames, PINs, other log-in information, materials and other content to ALPHA through the Service, you are licensing that content ("Linked Account Log-in Information") to ALPHA solely for the purpose of providing the Service. ALPHA may use and store Linked Account Log-in Information, but only to provide the Service to you. By submitting Linked Account Log-in Information to ALPHA, you represent that you are entitled to submit it to ALPHA for use for this purpose, without any obligation by ALPHA to pay any fees or other limitations.

By using the Service, you expressly authorize ALPHA to access the third-party accounts for which you provide Linked Account Log-in Information (your "Linked Accounts") on your behalf as your agent. When you use the "Link Accounts" feature of the Service, you will be directly

connected to the website for the Linked Account you have identified. ALPHA will submit the Linked Account Log-in Information that you provide to log you into your Linked Accounts.

You hereby authorize and permit ALPHA to use and store your Linked Account Log-in Information to accomplish the foregoing and to configure the Service so that it is compatible with your Linked Accounts. For purposes of these Terms and Conditions and solely to access your Linked Accounts as part of the Service, you grant ALPHA a limited power of attorney, and appoint ALPHA as your attorney-in-fact and agent, to access your Linked Accounts and retrieve and use your information with the full power and authority to do and perform each thing necessary in connection with such activities, as you could do in person.

YOU ACKNOWLEDGE AND AGREE THAT WHEN ALPHA IS ACCESSING AND RETRIEVING INFORMATION FROM YOUR LINKED ACCOUNTS, ALPHA IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY. You understand and agree that the Service is not sponsored or endorsed by any third parties accessible through the Service.

#### **PROVIDING US WITH FEEDBACK AND RECOMMENDATIONS**

You also agree that ALPHA may use your feedback, suggestions, or ideas in any way, including in future modifications of the Service, other products or services, advertising or marketing materials. You grant ALPHA a perpetual, worldwide, fully transferable, sub-licensable, irrevocable, fully paid-up, royalty free license to use the feedback you provide to ALPHA in any way. ALPHA will not sell, publish or share your feedback in a way that could identify you without your explicit permission.

#### **AUTOMATIC AND VOLUNTARY ALERTS AND EMAILS**

ALPHA may from time to time provide automatic alerts and voluntary account-related alerts.

- 1. Automatic account alerts** may be sent to you following certain changes made online to your ALPHA account, such as a change in your Registration Information. (All other alerts are voluntary and require you to "opt-in.")
- 2. Voluntary account alerts** may be turned on by default as part of the Service. They may then be customized, deactivated or reactivated by you. These alerts allow you to choose alert messages for your accounts. ALPHA may add new alerts from time to time, or cease to provide certain alerts at any time upon its sole discretion. Each alert has different options available, and you may be asked to select from among these options upon activation of your alerts service.

Electronic alerts will be sent to your e-mail address, mobile phone number or phone upon which the App has been installed. You agree that you control and limit access to the email account and mobile device. If your e-mail address or your mobile device changes, you are responsible for informing us of that change. Changes to your e-mail address or mobile number will apply to all of your alerts.

Because alerts are not encrypted, we will never include your account number. However, alerts may include your ALPHA Login ID and some information about your accounts. Depending upon which alerts you select, information such as an account balance or the date of your next scheduled payment may be included. Anyone with access to your e-mail or mobile device will be able to view the content of these alerts. At any time you may disable future alerts (other than automatic alerts).

#### **TELEPHONE CALLS AND MESSAGES**

By providing ALPHA with your telephone number (including your wireless/cellular telephone number), you consent to receiving autodialed and prerecorded message calls and Short Message Service (SMS) or other text or e-mail messages from ALPHA at that number. If we determine that a telephone number you have provided to us is a mobile telephone number, we may categorize it as such in our systems and in your Profile.

#### **TELEPHONE CALL MONITORING AND RECORDING**

Authorized employees or agents of ALPHA may monitor and record all or portions of your telephone conversations with ALPHA for quality control, customer service, employee training, security, and other lawful purposes. You agree that you consent to this call monitoring and recording. Your consent will be ongoing and need not be confirmed prior to, or during such monitoring or recording, except to the extent applicable law expressly requires otherwise.

## **Permitted Uses**

#### **YOU MAY ONLY USE THE SERVICE FOR NON-COMMERCIAL, PERSONAL USE**

The information provided by the Service is not intended to provide any specific legal, accounting, financial, or tax advice to individuals or entities, and should not be relied on or used for any such purposes. Downloading, printing or copying from this Website must be for noncommercial, personal use only.

The Service is intended only to assist you in your financial organization and decision-making and by its nature is broad in scope.

Your personal financial situation is unique, and any information and advice obtained through the Service may not be appropriate for your situation. Accordingly, before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your accountant or other financial advisers who are fully aware of your individual circumstances.

#### **YOU MAY NOT INTERFERE WITH THE SERVICE OR USE THE SERVICE IN AN UNAUTHORIZED MANNER**

You agree that you will not:

1. Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor

the Service or any portion of the Service, without ALPHA's express written consent, which may be withheld in ALPHA's sole discretion;

2. Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Service, other than the search engines and search agents available through the Service and other than generally available third-party web browsers (such as Microsoft Explorer);
3. Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Service; or
4. Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Service.

#### **FURTHER CONDITIONS OF YOUR USE**

Your right to access and use the Service is personal to you and is not transferable by you to any other person or entity. You are only entitled to access and use the Service for lawful purposes.

Accurate records enable ALPHA to provide the Service to you. You must provide true, accurate, current and complete information about your accounts maintained at other websites, as requested in our "Link Accounts" setup forms, and you may not misrepresent your Registration Information. In order for the Service to function effectively, you must also keep your Registration Information up to date and accurate. If you do not do this, the accuracy and effectiveness of the Service to you will be affected.

Your access and use of the Service 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 Service or other actions that ALPHA, in its sole discretion, may elect to take.

## **Terminating the Service**

#### **HOW YOU CAN STOP USING THE SERVICE**

Your agreement to follow these Terms and Conditions will continue to apply until terminated by either you or ALPHA as set out below. If you want to terminate your legal agreement with ALPHA, you may do so by closing your account for the Service.

Please use the directions below to cancel your account:

1. Login to your ALPHA account.
2. Go to "Support".
3. Submit a ticket requesting to close your account.
4. We will contact you at the number on file to complete the account closure.

Your account will be closed and your ability to log in deactivated immediately. Your ALPHA account data will be removed within 48 hours subject to and as explained in our Privacy Policy.

#### **WHEN WE MAY PROHIBIT YOU FROM USING THE SERVICE**

ALPHA may at any time terminate its legal agreement with you:

1. if ALPHA, in its sole discretion, believes that you have breached any provision of these Terms and Conditions (or have acted in a manner that shows that you do not intend to, or are unable to comply with any provision of these Terms and Conditions);
2. if ALPHA, in its sole discretion, believes that it is required to do so by law (for example, where the provision of the Service to you is, or becomes, unlawful); or
3. immediately upon notice to you at the e-mail address provided by you as part of your Registration Information.

## **Jurisdiction, Arbitration & Application**

#### **GOVERNING LAW**

These Terms and Conditions and any dispute thereunder will be governed by Delaware state law and/or applicable federal law (including the Federal Arbitration Act) as applied to agreements entered into and to be performed in the State of Delaware, without regard to its choice of law or conflicts of law principles that would require application of law of a different jurisdiction.

#### **THE BANK TERMS AND CONDITIONS ARE GOVERNED BY TENNESSEE, DELAWARE AND US FEDERAL LAW**

Your account is also subject to the Terms and Conditions of the Bank's charter and bylaws, applicable FDIC rules and regulations, and the laws of the State of Delaware, the laws of the State of Tennessee, the United States of America and any other regulatory bodies with jurisdiction over the Bank and the Financial Services provided.

#### **YOU HAVE THE RIGHT TO SELECT ARBITRATION**

In the event of a dispute, you and ALPHA may choose to settle claims outside of court through an internationally accepted arbitration procedure as laid out in the International Chamber of Commerce by-laws, or referred to either applicable Judicial Arbitration and Mediation Services ("JAMS") or the American Arbitration Association ("AAA"). If a selection by ALPHA of one of these organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select the other organization listed to serve as arbitrator administrator. For more information see <http://www.iccwbo.org/>, <http://www.jamsadr.com> or <http://www.adr.org>.

#### **SEVERABILITY AND CONFLICTS WITH OTHER TERMS**

If any provision of these Terms and Conditions is determined to be unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction for any reason, in whole or in

part, then that provision will be severable from these Terms and Conditions and won't affect the validity or enforceability of the remaining provisions.

Conflicts between these Terms and Conditions and the specific terms and conditions of any other agreements relating to your ALPHA accounts, products and services, will be controlled by the specific terms and conditions of the other agreements relating to your ALPHA accounts, products and services.

You agree that if ALPHA does not exercise or enforce any legal right or remedy which is contained in the Terms and Conditions (or which ALPHA has the benefit of under any applicable law), this will not be taken to be a formal waiver of ALPHA's rights and that those rights or remedies will still be available to ALPHA.

All covenants, agreements, representations and warranties made in these Terms and Conditions shall survive your acceptance of these Terms and Conditions and the termination of these Terms and Conditions.

These Terms and Conditions represent the entire understanding and agreement between you and ALPHA regarding the subject matter of the same, and supersede all other previous agreements.

## Copyrights, Trademarks & Intellectual Property

### **COPYRIGHT NOTICE**

© 2019 ALPHA Business, Inc., all rights reserved. Unless otherwise specified, the content of this Website including, but not limited to, text, graphics, logos, buttons, images, data compilations, icons, and code, is the property of ALPHA and/or its affiliates, and is protected by United States and international copyright laws.

### **TRADEMARKS BELONGING TO ALPHA AND OTHERS**

The trademark "CREDscore™" alone or as a part of any trademark, logo, work or domain name is a trademark of ALPHA and its partners and is used by permission.

### **OUR INTELLECTUAL PROPERTY RIGHTS**

The contents of ALPHA, including its "look and feel" (e.g., text, graphics, images, logos and button icons), photographs, editorial content, notices, software (including html-based computer programs) and other material are protected under both United States and other applicable copyright, trademark and other laws. You may download or print a copy of information provided on ALPHA for your personal, internal and non-commercial use only. Any distribution, reprint or electronic reproduction of any content from the Service in whole or in part for any other purpose is expressly prohibited without our prior written consent.

## Disclaimer of Warranties, Liability and Indemnity

### **DISCLAIMER REGARDING USE OF MOBILE DEVICES**

Use of the Service may be available through a compatible mobile device, Internet and/or network access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider. ALPHA MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

#### **TIMELINESS AND ACCURACY OF EXTERNAL DATA**

With the Service, Members may direct ALPHA to retrieve information from their Linked Accounts maintained online by third-party financial institutions with which they have customer relationships, maintain accounts or engage in financial transactions ("Account Information"). ALPHA works with one or more online financial service providers under contract to access this Account Information. ALPHA makes no effort to review the Account Information for any purpose, including but not limited to accuracy, legality or non-infringement. ALPHA is not responsible for the products and services offered by or on third-party sites.

ALPHA 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. ALPHA cannot assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, communications or personalization settings. For example, when displayed through the Service, Account Information is only as fresh as the time shown, which reflects when the information is obtained from such sites. Such information may be more up-to-date when obtained directly from the relevant sites. You can refresh your Account Information through the Service, in the manner prescribed in the associated instructions.

#### **DISCLAIMER OF WARRANTIES**

THIS SERVICE IS PROVIDED BY ALPHA ON AN "AS IS" AND "AS AVAILABLE" BASIS. ALPHA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS WEBSITE. ALPHA DOES NOT GUARANTEE OR WARRANT THE ACCURACY OF INFORMATION CONTAINED ON THIS WEBSITE OR THAT ACCESS TO THIS WEBSITE OR USE OF THE SERVICE WILL BE UNINTERRUPTED. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, ALPHA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



#### **LIABILITY AND RESTRICTED ACCESS TO ALPHA**

ALPHA is not liable for any direct, indirect or consequential loss, damage or inconvenience arising out of your use of this Website or the Service. ALPHA reserves the right to cancel or restrict your access to this Website or the Service without notice to you. ALPHA is not responsible for damages suffered by you or any inconvenience caused directly or indirectly by our termination of your access to this Website or the Service.

To the fullest extent permitted by law, ALPHA will not accept or have any liability in the event of unauthorized use of your account, the conduct of fraudulent or illegal activities via your account, any inability to transact or problems related to poor Internet access, mobile device or computer failure or other communication issues, or any issues related to the timely execution of a payment, transfer, deposit or similar. **In any event, you agree that ALPHA's liability to you will be limited to and will never exceed the total of all payments made by you to ALPHA in exchange for the Service.**

While ALPHA endeavors to provide secure, fault-free access to the Service at all times, we provide such "as-is" according to our best effort, and in no event will we accept liability for any direct, indirect or punitive damages by omission or otherwise as a result of the use of the Service.

#### **YOUR INDEMNIFICATION OF ALPHA**

You shall defend, indemnify and hold harmless ALPHA and its officers, directors, shareholders, and employees, from and against all claims and expenses, including but not limited to attorneys' fees, in whole or in part arising out of or attributable to any breach of these Terms and Conditions by you.

#### **E-SIGN AGREEMENT**

By logging on to [www.alpha.money](http://www.alpha.money) and agreeing to the E-SIGN Agreement, you are agreeing to the following. Please read the information below and in the E-SIGN Agreement carefully and thoroughly.

We may provide these Terms and Conditions and any amendments or revisions thereto to you in electronic form. You also agree that we may deliver via electronic communication any future notices and information, including but not limited to such future notices and information that may be required by law or by regulation to be provided to you pertaining to the Service ("Notices"). We may deliver future Notices electronically by posting the Notice or a link to the Notice on our Website or by e-mailing the Notice to the e-mail address that you have provided to us. You agree to promptly notify us of any change in your e-mail address by logging onto [www.alpha.money](http://www.alpha.money) and clicking on the "Profile" link.

You have the right to and may withdraw your consent to receive electronic communication and cancel your ALPHA Account by logging onto [www.alpha.money](http://www.alpha.money), clicking on the "Profile" link, and following the close account instructions. If you elect to receive required notices and disclosures only in paper format, the speed at which we can conduct transactions with you and

deliver services to you will slow down. That is because we will have to send the required notices or disclosures to you in paper format and then wait until we receive your acknowledgment that you have received the paper notices or disclosures.

You may obtain a paper copy of the Terms and Conditions and any future Notices by emailing [support@alpha.money](mailto:support@alpha.money). There is a \$5.00 fee imposed for each paper copy. You may also print directly from the Website with no fee.

The minimum hardware and software requirements to access and retain the Terms and Conditions and Notices are:

- An Internet browser that supports 256-bit encryption.
- A personal computer, operating system and telecommunication connection to the Internet capable of supporting the foregoing.
- A mobile device running Apple iOS 8.0+ or Android phone running OS 4.4+
- The ability to view Portable Document Format (PDF) files, such as Adobe Acrobat Reader®, version 5 or higher

These minimum requirements are subject to change.

#### **NON-USE OF PERIODIC STATEMENTS**

You may obtain information about the amount of money you have remaining in your account by calling the support line listed on [www.alpha.money](http://www.alpha.money). This information, along with a 12-month history of account transactions, is also on the ALPHA app. You also have the right to obtain at least 24 months of written history of account transactions by calling support or by contacting us at [support@alpha.money](mailto:support@alpha.money). You will not be charged a fee for this information unless you request it more than once per month.

In case of errors or questions about your account, call or email us at [support@alpha.money](mailto:support@alpha.money) as soon as you can, if you think an error has occurred in your account. We must allow you to report an error until 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us or email us at [support@alpha.money](mailto:support@alpha.money). You will need to:

- Provide your name and Card number (if any);
- Describe the error or the transaction you are unsure about, and explain why you believe it is an error or why you need more information;
- Provide the dollar amount of the suspected error.
- Provide the approximate date of when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation, remove the provisional credit applied to your Card and you will be liable for that amount. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call us at the telephone number listed on the website.

Please note that certain types of disputes are not subject to the same conditions above and therefore may not be eligible for provisional credit within 10 business days.