

## **GENERAL TERMS OF SERVICE AGREEMENT**

THANK YOU FOR TAKING THE TIME TO REVIEW THIS AGREEMENT. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT US AT SUPPORT@HEYBETTER.CO.

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Thank you for accessing and using the Better software and its select features and services made available via [www.heybetter.co](http://www.heybetter.co) and via our mobile application titled "Better" (collectively, the "**Software**"). The Software is provided to you by Safehold, Inc. ("**Safehold**", "**We**", "**Our**" or "**Us**"). This document ("**Agreement**") identifies and explains terms and rules ("**Terms**") that govern all authorized uses of the Software including access to and use of any features, products, web pages, application screens, materials, and otherwise, which are made available via the Software. We reserve the right to update or modify these Terms. This Agreement applies to all visitors, users, and others who use the Software, its feature, or access [www.heybetter.co](http://www.heybetter.co).

### **1. Legally Binding Agreement**

This is a legally binding contract between you and Safehold. By installing, accessing, or using the Software, clicking "I Agree", or by checking a checkbox indicating your consent, you acknowledge that you have reviewed and understood these Terms and that you agree to abide by this Agreement, including any terms incorporated herein by reference, as well as all rules and guidelines disclosed within the Software, all of which are hereby incorporated hereto by reference. By accessing or using the Software, you further acknowledge that you have reviewed and understood our [Privacy Policy](#) (accessible at [www.heybetter.co](http://www.heybetter.co)), which is incorporated herein, and that you agree to the data collection, use, and sharing practices disclosed therein, whether or not you are a registered user of the Software. If you cannot agree to the Terms of this Agreement, you may not use or access the Software.

### **2. Limited License**

Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, non-transferable, non-sublicensable, limited, freely revocable license to use the information and features provided by the Software, as permitted by Safehold, conditioned on your strict continued compliance with this Agreement. We reserve all rights not expressly granted in this Agreement. We may terminate this license at any time without prior notice for any reason or for no reason.

### 3. Using the Services

a. Scope and Purpose. The Software enables registered users ("**Users**") to track, organize, calculate, and review certain information related to personal finances for certain limited purposes, and to make estimated tax withholdings and payments subject to these Terms, the Privacy Policy, and any additional rules, terms, and conditions displayed in webpages within the Software or in its user control panels ("**Service**" or "**Services**"). The Services may also present educational information and information about the goods or services of third parties.

b. Use and Eligibility. You may use the Software or receive the Services only if you are legally capable of entering into a legally-binding contractual relationship with Safehold and if you at all times remain in strict compliance with this Agreement, and any and all applicable local, state, national, and international statutes, regulations, ordinances, rules, and treaties. Your license to use the Software and to receive the Services is personal to you and is not transferrable. Any access to the Software or use of the Services by anyone under the age of 18 is strictly prohibited. By accessing the Software or receiving the Services, you represent that you are at least 18 years of age.

c. Accessing the Services (User Accounts). Individuals that comply with these Terms may apply for and obtain a dedicated user account for the Software ("**User Account**") in order to access the Software or receive the Services. When creating your User Account, you must provide accurate and complete information, and you must keep this information up to date. We may need to verify your identity, and you hereby authorize us to make inquiries we consider necessary to verify your identity. These inquiries may include asking you to provide additional information such as, for example, your full address, date of birth, social security number, copy of a government issued ID; requiring you to take steps to confirm ownership of your email address or financial instruments; or verifying information that you provide against third party databases or sources. If you fail to provide the requested information, you may be unable to access the Software, receive the Services, or parts thereof.

You are solely responsible for the activity that occurs on your User Account. Only individuals that register for a User Account may access or use the Software. Each User is provided with a unique identifier ("**Username**") to access and use the Services. The Username may be used only by the User that registered for that Username. Do not share your Username or password with any other individuals, including other Users. You must keep your User Account password secure. You

agree to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) to protect your User Account. You must notify Safehold immediately of any breach of security or unauthorized use of your User Account. Safehold will not be liable for any losses caused by any unauthorized use of your User Account.

User Accounts enable their corresponding registered Users to access certain features and functionalities that we may establish and maintain from time to time and in our sole discretion. We may maintain different types of user accounts for different types of Users. If you open a User Account on behalf of a company, organization, or other entity, then: (i) “you” includes you and that entity, and (ii) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to this Agreement on the entity’s behalf. By connecting to the Software with a third-party service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service.

You must at all times maintain the accuracy of the information associated with your User Account. You may make changes to User Account by changing the settings in your User Account settings page. By providing to us your email address you consent to our use of your email address to send you service-related notices, including any notices required by law, in lieu of communication by postal mail. With your consent, we may also use your email address to send you other messages, such as changes to features of the Software and special offers. If you do not want to receive such email messages, you may opt-out by clicking on the unsubscribe link on the bottom of our emails. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

d. Connecting to Your Bank Account. When you opt to enable the Software to access any account that you own with a third-party financial services provider (“**TPA**”), such as a bank, for example, you will be redirected to connect directly with the third party that you identified. Better uses Plaid to connect the Software to TPAs. Safehold will direct you to submit information including the username and/or password to Plaid in order to log into a TPA. By using the Software to access a TPA, you authorize Plaid to use and store the information that you submitted for that purpose. Before connecting a TPA, please review [Plaid’s Privacy Policy](#). Safehold is not responsible for the manner in which Plaid uses and shares user data. If do not agree with Plaid’s data use and sharing practices, do not connect any TPAs. For the purpose of this Agreement, and to provide to you information retrieved from your TPAs as part of the Services, you hereby grant to Safehold and Plaid a limited power of attorney, and appoint

Safehold as your attorney-in-fact and agent to access your TPAs and to retrieve and use your information with the full power and authority to do and perform the functions necessary to provide the Services. YOU ACKNOWLEDGE YOUR UNDERSTANDING THAT WHEN SAFEHOLD OR PLAID ACCESSES YOUR THIRD-PARTY ACCOUNTS, IT DOES SO AS YOUR AGENT AND NOT AS THE AGENT OF THE OPERATOR OF YOUR THIRD-PARTY ACCOUNT. You understand and agree that the Software and Services do not sponsor or endorse, and are not sponsored or endorsed, by the operators of any third-party accounts accessible through the Software or Services. Safehold is not responsible for any errors that may occur during the time information is transmitted from a TPA to the Software. You are solely responsible for all fees charged by the operators of any TPAs.

e. Your Authorization for ACH Debits and Credits. When you use the tax withholding and or payment facilitation features provided by the Software ("**Withholding and Payment Services**"), you authorize Safehold to instruct an authorized money facilitator to electronically debit and credit your designated bank account(s) including via Automatic Clearing House ("**ACH**"), and, if applicable, to correct erroneous debits and credits via ACH. By using any Withholding and Payment Services to direct Safehold to make a payment on your behalf, you also authorize Safehold to instruct federal and/or state tax agencies to pull funds from your designated funding account(s) and/or your custodial account (see the Supplemental Withholding and Payment Services Agreement for additional details). Your use of the Withholding and Payment Services shall be subject to the Supplemental Payment Services Agreement, the provisions of which are incorporated herein by reference. Your agreement to abide by the terms of this Agreement also constitutes your agreement to abide by the terms of the Supplemental Withholding and Payment Services Agreement. If you choose to use any Withholding and Payment Services, this authorization extends for the purposes of making debits and credits on your behalf consistent with implementing your selected payment plan. You acknowledge that the electronic authorization contained in this section represents your written authorization for ACH transactions that will remain in full force and effect until you notify Safehold that you wish to revoke this authorization by contacting us via email at support@heybetter.co. You can use the Software to close your Safehold User Account(s) to stop any additional transactions from taking place. You must notify us that you are exercising your right to stop a transaction or revoke your authorization for automatic transactions at least 3 banking days before the next scheduled transaction date. If you turn off automated payments or notify us that you are revoking this transaction authorization, but you do so less than 3 banking days before the next scheduled transaction date, we may

nonetheless attempt, in our sole discretion, to cancel that scheduled transaction. However, we assume no responsibility for the inability to do so.

f. Use on a Mobile Computing Device. The Software may be accessed using compatible mobile computing devices, an internet connection, and compatible software. You are solely responsible for ensuring the adequacy of your mobile computing devices, internet connection, or compatible software, and for all fees associated with the foregoing. SAFEHOLD MAKES NO WARRANTIES OR REPRESENTATION REGARDING THE AVAILABILITY OF THE SOFTWARE OR SERVICES IN CONNECTION WITH YOUR TELECOMMUNICATIONS SERVICE PROVIDER, YOUR MOBILE DEVICES, OR IN YOUR LOCATION.

g. Online and Mobile Alerts. Safehold may from time to time provide automated alerts and voluntary User-related alerts as requested by you which may be sent to the email address or mobile telephone number associated with your User Account. Anyone with access to your email account or mobile device may be able to view these alerts. You are solely responsible for any third-party fees or charges you may incur as a result of having received Safehold's alerts. You may be asked to select from different alert options in your User Account. You understand that alerts may be delayed or prevented by certain factors. Safehold hereby disclaims all liability with regard to its inability to provide specific alerts.

h. Prohibited Uses. When accessing the Software or using the Services, you agree not to: (a) upload or transmit pornographic, threatening, embarrassing, hateful, racially or ethnically insulting, libelous, or otherwise inappropriate content; (b) except where expressly permitted, use the Software or the Services to engage in spamming, "chain letters", "pyramid schemes", advertisement of illegal or controlled products or services, or other advertising or marketing activities that violate this Agreement, the Privacy Policy or any applicable laws, regulations or generally-accepted advertising or marketing industry guidelines; (c) use the Software or the Services in any manner that infringes, violates or misappropriates any third party's intellectual property or proprietary rights; (d) use the Software or the Services in any manner is misleading, deceptive or fraudulent or otherwise illegal or promotes illegal activities, including engaging in phishing or otherwise obtaining financial or other personal information in a misleading manner or for fraudulent or misleading purposes; (e) use the Software or the Services in any manner is libelous or defamatory, or that is otherwise threatening, abusive, violent, harassing, malicious or harmful to any person or entity, or is invasive of another's privacy; (f) use the Software or the Services in any manner that is harmful to minors in any way; (g) use the

Software or the Services in any manner that is hateful or discriminatory based on race, color, gender, gender identity, religion, nationality, ethnic or national origin, marital status, disability, sexual orientation or age or is otherwise objectionable, as reasonably determined by Safehold; (h) use the Software or the Services in any manner that in our sole discretion could damage, disable, overburden, or impair it; (i) use the Software or the Services in any manner that constitutes or contains any form of advertising or solicitation to users who have requested not to be contacted about other services, products or commercial interests; (j) attempt to gain unauthorized access to the Software or the Services or the Services, or any part of it, other User Accounts, computer systems or networks connected to the Software, or any part of it, through hacking, password mining or any other means or interfere or attempt to interfere with the proper working of the Software or the Services or any activities conducted on the Software; (k) modify the Software or the Services in any manner or form, or use modified versions of the Software, including but not limited to for the purpose of obtaining unauthorized access to the Software; (l) use any robot, spider, scraper, or other automated means to access the Software or the Services for any purpose without our express written permission, or bypass any measures we may use to prevent or restrict access to the Software or the Services; (m) impersonate another person or access another user's User Account without that user's permission or to violate any contractual or fiduciary relationships; (n) share Safehold-issued passwords with any third party or encourage any other User to do so; (o) modify, adapt, translate or create derivative works based upon the Software or the Services; (p) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software or the Services, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; (q) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Software to any third party; provide time sharing or similar services for any third party; or use the Software or the Services for any purpose other than your own internal business use; (r) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Software, features that prevent or restrict use or copying of any content accessible through the Software, or features that enforce limitations on use of the Software; (s) access the Software or the Services if you are a direct competitor of Safehold, except with Safehold's prior written consent, or for any other competitive purposes; or (t) except as permitted by the features of the Software or the Services, collect or harvest any personally identifiable information, including account names, from the Software.

i. Changes to the Software. We may, without prior notice, change the Software or the Services; stop providing the Software or one or more features of the Software or the Services, to you or to Users generally; or create usage limits for the Software. We may permanently or temporarily terminate or suspend your access to the Software or the Services without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, for maintenance, repair, upgrades to the Software, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement. If you do not agree with any changes to the Software or Services, you must stop using the Software or Services following the implementation of the changes. Your use of the Software or Services after notification or implementation of the changes constitute your agreement to such changes. You hereby acknowledge your agreement that Safehold shall never be liable to you or any third parties for any modifications, changes, or suspensions of any access to the Software and Services.

#### **4. User Content**

The Software may allow Users to submit, upload, provide, transmit, or otherwise make available content such as videos, images, music, text, comments, questions, and other content or information (any such materials a User submits, uploads, provides, or otherwise makes available on the Software or to the public is referred to herein as "**User Content**"). We do not review or prescreen any User Content and claim no ownership rights over User Content.

By submitting, providing, or otherwise making available any User Content on or through the Software or the Services you expressly grant, and you represent and warrant that you have all rights necessary to grant, to Safehold a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Software, including without limitation for promoting and redistributing part or all of the Software (and derivative works thereof) in any media formats and through any media channels.

For the purposes of this Agreement, "**Intellectual Property Rights**" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, designs, trade secrets, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now

exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

In connection with your User Content, you affirm, represent and warrant the following:

- You have the written consent of each and every identifiable natural person in the User Content, if any, to use such person's name or likeness in the manner contemplated by the Software or the Services and this Agreement, and each such person has released you from any liability that may arise in relation to such use.
- You have obtained and are solely responsible for obtaining all consents as may be required by law to post any User Content relating to third parties.
- Your User Content and Safehold's use thereof as contemplated by this Agreement and the Software or the Services will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy rights.
- Safehold may exercise the rights to your User Content granted under this Agreement without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.
- To the best of your knowledge, all of your User Content and other information that you provide to us is truthful and accurate.
- Safehold takes no responsibility and assumes no liability for any User Content that you or any other User submits, provides or otherwise makes available to or via the Software or the Services. You shall be solely responsible for your User Content and the consequences of submitting it, providing it, or otherwise making it available on the Software or the Services, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content.
- Safehold disclaims all warranties regarding the continued availability of your User Content. Safehold is under no obligation to store or otherwise maintain the availability or accessibility of your User Content



## 5. Social Media Sharing

Safehold may provide experiences on third-party social media platforms and websites that may include Facebook, Twitter, LinkedIn, and others that enable online sharing and collaboration among registered users. All content that you share using these social platforms is subject to the terms of use and privacy policies of these third-party platforms. Please review these legal documents in order to understand your rights and obligations with regard to the content that you share on these platforms.

## 6. Our Intellectual Property

Except for your User Content as defined herein, the Software and all materials therein or transferred thereby, including, without limitation, software, code, images, text, graphics, illustrations, logos, designs, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, “look and feel”, editorial content, and User Content belonging to other Users (the “**Safehold Content**”), and all Intellectual Property Rights related thereto, are the exclusive property of Safehold and its licensors (including other Users who post User Content using the Software). Except as explicitly provided herein, nothing in this Agreement 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, edit or create derivative works from any Safehold Content. Use of the Safehold Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

SAFEHOLD, BETTER, and all other trademarks, names, logos, product and service names, feature names, designs, and slogans are the proprietary trademarks of Safehold, its affiliates or licensors. You hereby agree to refrain from making any use of these trademarks without Our prior written permission. Third-party brands or trademarks used for descriptive or identification purposes are the property of their respective owners.

You may choose to or we may invite you to submit comments, suggestions, or ideas about the Software or the Services, including without limitation about how to improve the Software or our products or services (“**Suggestions**”). By submitting any Suggestions, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Safehold or its partners or affiliates under any fiduciary or other obligation, and that we are free to use the Suggestions without any additional compensation to you, and/or to disclose the Suggestions on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your Suggestions, Safehold does not waive

any rights to use similar or related ideas previously known to Safehold, or developed by its employees, or obtained from sources other than you.

## 7. Fees and Payments

a. Free to Download and Access to Limited Features. Certain limited versions of the Software may be provided for download or access without a fee.

b. Fees. We will charge you fees ("**Fees**") for your use of certain premium features or special items provided by the Software. You agree to pay any and all Fees specified in your online or telephone order(s) for your access and use of the paid features of the Software or the Services, which are incorporated herein by reference. Safehold may add new features for additional fees and charges, and add or amend fees and charges for existing services, at any time in its sole discretion. If We add or amend our Fees, We will notify you via email or via an announcement visible within the Software. Any change to Fees shall become effective in the billing cycle following notice of such change to you as provided in this Agreement; provided however that if we have offered a specific duration and Fees for your use of the Software or the Services, we agree that the Fees will remain in force for that duration.

c. Payment Plans, Subscription; Automatic Billing. Access and use of the Software or the Services may be purchased on an automatically renewing subscription basis. Users that purchase the Software pursuant to a subscription will be charged the first payment upon or shortly after signing up, and will be charged with each subsequent payment thirty (30) days following the date of the previous payment until termination of the Services. IF PURCHASED ON A SUBSCRIPTION BASIS YOUR SOFTWARE SUBSCRIPTION WILL AUTOMATICALLY RENEW AT THE END OF YOUR SUBSCRIPTION FOR SUBSEQUENT TERMS EQUAL IN LENGTH TO THE INITIAL SUBSCRIPTION TERM (EACH A "**SUBSCRIPTION TERM**") UNLESS AND UNTIL YOU CANCEL YOUR SOFTWARE SUBSCRIPTION IN ACCORDANCE WITH THE CANCELLATION PROCEDURES OF THIS AGREEMENT. When you purchase the Software, you expressly acknowledge and agree that: (1) Safehold is authorized to charge you at the beginning of each Subscription Term the Fees identified in the Software, any applicable taxes, and any other charges you may incur in connection with your use of the Software, for as long as your subscription continues; and (2) your subscription is continuous until you cancel it or your access the Software is suspended, discontinued or terminated in accordance with this Agreement. You acknowledge and agree that the amount billed may vary due to

promotional offers, changes in your subscription plan, changes in applicable taxes, and changes in Fees and you authorize us to charge your payment method for the changed amounts.

d. Cancellations and Refunds. To cancel your User Account, you must notify us at least three (3) days before the start of the next Subscription Term using the steps provided within the Software or by contacting us at support@heybetter.co. There will be no refunds or credits for partial months of service or for periods in which your Subscription or payment plan remains unused. For renewal purposes, if adequate notice is not received and your credit card is subsequently charged, you will not receive a refund. In the event that Safehold suspends or terminates your account or this Agreement, you understand and agree that you shall receive no refund or exchange for any unused time on a subscription, any license or subscription fees for any portion of the Service, any content or data associated with your account, or for anything else.

e. Payments and Taxes. We or Our third-party payment processors will charge your Fees, and any other charges you may incur, to the payment method that you provide when you register for a User Account or use the Software. All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Software must be accurate, complete, and current. You may change your payment method by updating your User Account or by contacting support@heybetter.co. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Software at the prices in effect when such charges are incurred. If we are unsuccessful in charging your payment method we may (without liability to you) suspend or temporarily disable all or part of your access to the Software or User Account and we shall be under no obligation to provide any or all of the Software or Services while the Fees concerned remain unpaid. This does not affect any other rights and remedies available to us. You are responsible for any and all applicable taxes, if any, relating to any such payments of Fees, purchases, transactions or other monetary transactions.

## **8. Termination**

This Agreement will remain in force until terminated either by you or Safehold. You may use the following means to terminate the Agreement: (i) delete your User Account by selecting "Delete Your Account" from the Setting menu of the Software, (ii) if you do not have a registered User Account, or after your User

Account has been deleted, you may delete any mobile applications associated with the Software by removing said application(s) from your mobile device(s), (iii) you may “deactivate” your User Account, which will limit its functionality but will not terminate the Services. You may deactivate your User Account by selecting “Deactivate Your Account” from the Setting menu of the Software. You may subsequently reactivate your User Account by selecting “reactivate Your Account” from the Setting menu of the Software.

Safehold may terminate this Agreement and your access to the Software or Services at any time without notice if: (i) you have breached any provision of this Agreement; (ii) if Safehold believes, in its sole discretion, that it must do so to comply with applicable laws or regulations; (iii) for any reason and at any time without notice; or (iv) immediately upon notice sent to the email address associated with your User Account.

You hereby acknowledge your agreement that Safehold may immediately deactivate or delete your User Account, all related information and data associated with your User Account, and/or prohibit access to your User Account, your data, or to the Services. You further acknowledge your agreement that Safehold will never be liable to you or any third-parties for terminating your User Account or your access to the Software or Services.

## **9. Collection and Use of Your Information**

By using the Software or the Services you affirmatively and freely give your fully-informed consent to the collection, use and disclosure of your personally identifiable information and to aggregate and/or anonymize 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.

The Software may use “cookies,” Flash objects or similar electronic tools to collect information, such as the IP address of your computer, to enhance and customize your experience with this Software. A cookie is a small text file that is placed on your computer and which collects information about your use of the Software, such as the web pages visited, the date and the time of a visit, the websites you visited immediately before, etc. By accessing or using the Software you agree to the placement of cookies on your computer. You may choose not to accept any cookies from any party by changing the settings on your browser. However, if you set your browser to refuse cookies, some portions of the Software may not function properly.

## 10. Security

Safehold uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of your personal information and implement your privacy settings. 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.

## 11. DMCA

Infringement notices that comply with the Digital Millennium Copyright Act of 1998 (“**DMCA**”) may be submitted to Safehold. If your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Software, please notify Safehold’s copyright agent. For your complaint to be valid under the DMCA, you must provide the following information in writing: an electronic or physical signature of a person authorized to act on behalf of the copyright owner; identification of the copyrighted work that you claim has been infringed; identification of the material that is claimed to be infringing and where it is located; information reasonably sufficient to permit Safehold to contact you, such as your address, telephone number, and, e-mail address; 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 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 Copyright Agent (via email or mail):

Attn: Safehold, Inc. Copyright Agent - DMCA Notice  
Address: 1530 The Alameda, Suite 305  
San Jose CA United States 95126  
Email: dmca@heybetter.co

UNDER FEDERAL LAW, KNOWINGLY MISREPRESENTING THAT ONLINE MATERIAL IS INFRINGING MAY SUBJECT YOU 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 Safehold and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Safehold’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, Safehold has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. Safehold may also at its sole discretion limit access to the Software and/or terminate the User Accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

## **12. Third-Party Links**

The Software or the Services may contain or enable access to links for certain third-party materials that are not owned or controlled by Safehold. Safehold 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 Software 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 this Agreement and Safehold's Privacy Policy do not apply to your use of such sites. You expressly relieve Safehold 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 Software, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Safehold shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

## **13. Not a Financial Planner or Tax Advisor**

SAFEHOLD, THE SOFTWARE, AND THE SERVICES ARE NOT INTENDED TO PROVIDE LEGAL, TAX, OR FINANCIAL ADVISE. SAFEHOLD IS NOT A FINANCIAL PLANNER OR TAX ADVISOR. The Software and Services are merely intended to assist registered Users to organize their data and information for the purposes of assisting with decision-making. Every individual's personal financial situation is unique, and the general educational materials provided by the Software or Services may be inapplicable to the needs of a specific individual. Before making any decisions or implementing any of the information provided by the Software or Services, please consult advice from your personal accountant, CPA, financial planner, or other professionals.

#### **14. Indemnity**

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS SAFEHOLD 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: (A) YOUR USE OF AND ACCESS TO THE SOFTWARE OR THE SERVICES, INCLUDING ANY DATA OR CONTENT TRANSMITTED OR RECEIVED BY YOU; (B) YOUR VIOLATION OF ANY TERM OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION YOUR BREACH OF ANY OF THE REPRESENTATIONS AND WARRANTIES ABOVE; (C) YOUR VIOLATION OF ANY THIRD-PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY RIGHT OF PRIVACY OR INTELLECTUAL PROPERTY RIGHTS; (D) YOUR VIOLATION OF ANY APPLICABLE LAW, RULE OR REGULATION; (E) USER CONTENT OR ANY CONTENT THAT IS SUBMITTED VIA YOUR USER ACCOUNT INCLUDING WITHOUT LIMITATION MISLEADING, FALSE, OR INACCURATE INFORMATION; (F) YOUR WILLFUL MISCONDUCT; OR (G) ANY OTHER PARTY'S ACCESS AND USE OF THE SOFTWARE WITH YOUR UNIQUE USERNAME, PASSWORD OR OTHER APPROPRIATE SECURITY CODE.

Upon receiving an indemnification demand from Safehold, We may provide you with an opportunity to assume control over the defense or settlement of any claim subject to the indemnification demand, or may in Safehold's sole discretion provide reasonable assistance to settle and/or defend a claim at your sole expense, provided that (i) any settlement which would impose a non-monetary obligation, admission or finding of liability or wrongdoing on Safehold is made with our prior written consent, (ii) the failure to provide timely notice, control, or assistance shall not relieve your indemnification obligations, and (iii) we and any other indemnified parties may have their own counsel participate in any proceeding or negotiations, which shall be at your sole expense if you are unable to secure legal counsel to respond to or defend any claims in a timely manner.

#### **15. Warranty Disclaimer**

THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SOFTWARE OR THE SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS 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 SAFEHOLD OR THROUGH THE SOFTWARE WILL

CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, SAFEHOLD, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS; THAT THE SOFTWARE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SOFTWARE 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 SOFTWARE.

FURTHER, SAFEHOLD DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SOFTWARE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND SAFEHOLD 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. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## **16. Savings Disclaimer**

AS A PRECONDITION TO YOUR USE OF THE SOFTWARE OR SERVICES, YOU ACKNOWLEDGE YOUR UNDERSTANDING THAT THERE IS NO GUARANTEE THAT YOU WILL SAVE ANY MONEY USING THE TOOLS AND/OR TECHNIQUES PROVIDED BY THE SOFTWARE. ANY EXAMPLES SHOWN IN OUR ADVERTISING SHALL NOT BE INTERPRETED AS A PROMISE OR GUARANTEE OF SAVINGS OR SIMILAR SUCCESS.

## **17. Liability Limitation**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SAFEHOLD, ITS AFFILIATES, AGENTS, OFFICERS, 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, THE SOFTWARE. UNDER NO CIRCUMSTANCES WILL SAFEHOLD BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SOFTWARE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SAFEHOLD 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 SOFTWARE; (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 SOFTWARE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL SAFEHOLD, 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 SAFEHOLD 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 SAFEHOLD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

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. THIS AGREEMENT GIVES 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 THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## **18. Dispute Resolution**

- a. Governing Law. You agree that: (i) the Software shall be deemed solely based in California; and (ii) the Software and Services shall be

deemed a passive service that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than California. This Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in California for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that California is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

b. **ARBITRATION.** READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM SAFEHOLD. For any dispute with Safehold, you agree to first contact us at [support@heybetter.co](mailto:support@heybetter.co) and attempt to resolve the dispute with us informally. In the unlikely event that Safehold 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 this Agreement, or the breach or alleged breach thereof (collectively, "**Claims**"), by binding arbitration subject to the Federal Arbitration Act, administered 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 Santa Clara County, California, unless you and Safehold agree otherwise. If you are using the Software or the Services 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 Software 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 Safehold 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 Software or the Services 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 this Agreement, you and Safehold 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. Time Limitation on Claims. You and Safehold agree that any cause of action arising out of or related to the Software and/or your use thereof must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

## **19. Miscellaneous**

a. Assignment. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Safehold without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

b. Notice and Amendments to Agreement. Safehold 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 or within the Software, as determined by Safehold in its sole discretion. Safehold reserves the right to determine the form and means of

providing notifications to Users, provided that you may opt out of certain means of notification as described in this Agreement or the Privacy Policy. Safehold 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. Safehold may, in its sole discretion, amend or update this Agreement from time to time, and so you should review this page periodically. When we change the Agreement in a material manner, we will update the 'last modified' date at the top of this page and notify you that material changes have been made to the Agreement. Your continued use of the Software after any such change constitutes your acceptance of the new Terms of the Software. If you do not agree to any of these terms or any future Terms of the Software, do not use or access (or continue to access) the Software. You acknowledge your duty to periodically review these Terms for any modifications.

c. No Waiver. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Safehold's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

d. California Disclosure. The provider of services is Safehold, Inc., located at 1530 The Alameda, Suite 305 San Jose CA 95126. Safehold may be reached by phone at the following telephone number: 707-641-4904. 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.

e. Geographic Limitation. The Software is owned and operated within the United States of America, and is provided to individuals residing therein. Safehold makes no claims that the Services or any the Software Content is accessible or usable outside the U.S.A. Safehold disclaims all warranties regarding your right to use the Software with any jurisdiction outside the U.S.A. If you choose to use the Software in any other territory, you must first review all applicable laws.

f. Entire Agreement/Severability. This Agreement, together with any amendments and any additional agreements you may enter into with Safehold in connection with the Software, shall constitute the entire agreement between you and Safehold concerning the Software. If any provision of this Agreement is deemed invalid by a court of competent

jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, 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.

g. Apple Requirements. If you downloaded any of the Software from the Apple App Store, the following terms also apply to you: (1) You acknowledge that this Agreement is between you and Safehold only, and not with Apple, and Safehold, not Apple, is solely responsible for the Software and the content thereof; (2) The license granted to you for the Software is a limited, non-transferable license to use the Software on Apple product that you own or control and as permitted by the Usage Rules set forth in the terms of service applicable to the Apple App Store. (3) Safehold and not Apple is solely responsible for providing any maintenance and support services, for which additional fees may apply, with respect to the Services. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Software; (4) Safehold is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Software to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Safehold's sole responsibility; (5) Safehold, not Apple, is responsible for addressing any user or third party claims relating to the Software or the user's possession and/or use of the Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; (6) You acknowledge that, in the event of any third party claim that the Software or your possession and use of the Software infringes that third party's intellectual property rights, Safehold, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim; (7) You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties; (8) Direct any questions, complaints or claims to: Safehold, Inc., 1530 The Alameda, Suite 305, San Jose CA 95126; (9) You must comply with any applicable third party terms of agreement when using the Software; (10) You acknowledge and agree

that Apple and Apple's subsidiaries are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement against you as a third party beneficiary thereof.

**h. Consent to Electronic Communications.** We are an electronic, Internet-based service. Therefore, you understand and agree that this Supplemental Agreement will be entered into electronically, and that the following categories of information ("Communications") may be provided by electronic means either by e-mail or posted on the Services Website as described below:

- i. This Agreement and any amendments, modifications or supplements to it.
- ii. Your records of any payment and other transactions through us, including without limitation payment histories and confirmations of individual transactions.
- iii. Any disclosures or notices provided in connection with the Services, including without limitation those required by federal or state law (including without limitation initial disclosures, periodic statements, periodic and annual error resolution notices, initial and annual privacy notices, opt-out notices, and change-in-terms notices).
- iv. Any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Services.
- v. Any other communication related to the Services.

An electronic Communication by e-mail is considered to be sent at the time that it is directed by our e-mail server to the appropriate e-mail address. You agree that these are reasonable procedures for sending and receiving electronic Communications.

[End]