



# Terms of Use

Revision date: September 27, 2023

## General Terms

This Skaya, Inc. Terms of Use Agreement (“**Agreement**”) governs any access to, interaction with or use of the websites, applications and/or technology platform (collectively “**Sites**”) offered, operated or made available by Skaya, Inc., with its registered address at 200 Central Avenue, 4th Floor, Saint Petersburg FL 33701 (“**Skaya**”, “**we**”, “**our**”, or “**us**”), together with its associated service offerings, including those that integrate with third-party payments, accounting, banking, financial institutions, and other related Financial Services Providers (collectively, our “**Financial Services Providers**”), in order to provide guidance and management tools (collectively, the “**Services**” or “Skaya Services”). If the Services that you are using involve the collection and analysis of your financial transaction data, you consent to the portions of this Agreement, along with the Skaya **Privacy Policy**, that govern Skaya’s right to collect and use such data as indicated. Other aspects of the Services may be covered by other terms, conditions, and agreements with Skaya, including, but not limited to, agreements with Skaya’s Financial Services Providers.

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

By accepting electronically (by, for example, clicking “I Agree”), or by installing, accessing or using the Services, you signify that you have read and understood, and agree to be bound by, the terms and conditions of this Agreement and Skaya Privacy and Security Policy (“**Privacy Policy**”), as they may be amended from time to time in the future (see “**Modifications**” below) as well as, to the extent applicable, the terms of service of any of Skaya’s Financial Services Providers. If you do not agree to this Agreement, then you may not use the Services.

## Accepting the Terms

By using the information, tools, features, software, and functionality including content, updates and new releases provided by Skaya, you agree to be bound by this Agreement. The terms “you,” “**You**,” or “**User**” shall herein solely pertain to the individual addressed as such. Being bound by this Agreement, **you accept and acknowledge by the terms of this Agreement, including, but not limited to, the following:**

1. You may not use the Skaya Services if you do not meet our eligibility requirements, which we may change from time to time at our sole discretion. You represent that you have the capacity to be bound by this Agreement and, if you are acting on behalf of a company or entity, that you are duly authorized to bind such entity. Access to banking and related financial services provided in connection with the Skaya Services may be subject to the



additional eligibility requirements of our Financial Services Providers. Applicants should carefully read the terms and conditions of any of Skaya's Financial Services Providers for additional information on the eligibility requirements for the use of their services.

2. **CHILDREN.** You may not accept this Agreement or access the Services if you are not at least 18 years of age and, in any event, of a legal age to form a binding contract with Skaya.

## Privacy and your Personal Information

1. You can view the Privacy Policy on the Sites for the Services. You agree to the applicable Privacy Policy, and any changes published by Skaya. You agree that Skaya may use and maintain your data according to the Privacy Policy, as part of the Services. You give Skaya permission to combine information you enter or upload for the Services with that of other users of the Services and/or other Skaya services. For example, this means that Skaya may use your and other users' non-identifiable, aggregated data to improve the Services or to design promotions. Skaya may access or store personal information in multiple countries, including countries outside of your own country to the extent permitted by applicable law.
2. Information we collect from you for any reason is governed and protected by our Privacy Policy. You can view the Privacy Policy on our website. By accepting this Agreement, you agree to be bound by our Privacy Policy, and any changes to it subsequently published by Skaya by Electronic Means. You agree that Skaya may use and maintain your data according to the Privacy Policy, as part of the Services and in conjunction with the provision of the Services. All management of Personal Information shall be governed by the Skaya Privacy Policy unless otherwise agreed upon between a Member and Skaya.
3. You give Skaya permission to aggregate information you enter or upload to the Services with that of other Users of the Services and/or other Skaya services. For example, this means that Skaya may use your and other Users' non-identifiable, aggregated data to improve the Services or to design promotions. Skaya may access or store personal information in multiple countries, including countries outside of your own country to the extent permitted by applicable law.

## Description of Services

Provided you have agreed to comply with and are bound by this Agreement, you may access and use the portions of the Skaya Services that Skaya has made accessible to you, subject to and in compliance with this Agreement and all applicable local, state, and national laws, rules and regulations. Your right to access and use the Skaya Services is non-exclusive, non-transferable, non-sublicensable, and fully revocable. Use of any Skaya Services that are subject to special registration, restricted access or payment are further subject to other terms and conditions specified by Skaya for the use of such other Skaya Services.

Skaya MAKES NO REPRESENTATIONS OR WARRANTIES RELATING TO YOUR FUNDS OR ACCOUNT BALANCES, INCLUDING WHETHER AMOUNTS HELD IN



ACCOUNTS WITH OUR FINANCIAL INSTITUTION SERVICE PROVIDERS ARE ELIGIBLE FOR ANY GOVERNMENT SPONSORED INSURANCE SCHEME SUCH AS THAT ADMINISTERED BY THE U.S. FEDERAL DEPOSIT INSURANCE CORPORATION. PLEASE REFER TO THE TERMS AND CONDITIONS APPLICABLE TO YOUR ACCOUNT OFFERED BY OUR FINANCIAL INSTITUTION SERVICE PROVIDERS FOR SUCH INFORMATION. UNLESS NOTIFIED OTHERWISE IN THE AGREEMENTS MAINTAINED BY OUR FINANCIAL SERVICES PROVIDER REGARDING YOUR ACCOUNT, BALANCES HELD WITH OUR FINANCIAL SERVICES PROVIDER MAY LOSE VALUE IN THE EVENT THAT THE FINANCIAL INSTITUTIONS ENTERS RESOLUTION PROCEEDINGS.

## Other Services

Skaya may, from time to time, offer additional services or remove services without prior notice to you. You agree to be bound by the terms and conditions of such services as they may be offered to you.

## Reports, Information and Materials

Skaya may, in connection with the Services, provide reports, information and other content to you, including without limitation general informational communications or postings, reports, analyses, summaries and/or evaluations of your Account Information as well as any Skaya logos, marks, names or designs (collectively, "Content"). Content made available through the Skaya Services is protected by applicable intellectual property rights and is the property of Skaya, its third-party licensors and partners (as applicable), and other entities that provide such Content to Skaya. You may not (or enable others to) copy, distribute, display, modify, or otherwise use the Content except as it is provided to you through the Skaya Services hereunder. You will not, and have no rights to, reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the Content. Skaya and its licensors make no representations or warranties regarding the accuracy or completeness of the Content.

## Warranties & Disclaimers

1. ALL Skaya CONTENT AND SERVICES (INCLUDING THOSE OF THIRD PARTIES) ARE PROVIDED FOR YOUR CONVENIENCE ONLY ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH REGARD TO THE SITE, THE SERVICES, THE CONTENT, AND ANY PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED VIA THE SITE OR SERVICES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. THERE IS NO WARRANTY THAT THE SITE OR THE FUNCTIONS PERFORMED BY THE SITE OR THE SERVICE WILL BE UNINTERRUPTED, TIMELY,



SECURE, OR ERROR FREE, OR THAT DEFECTS IN THE SITE OR THE SERVICE WILL BE CORRECTED. Skaya AND ITS SERVICE PROVIDERS DO NOT WARRANT, GUARANTEE, SUPPORT, VERIFY OR OTHERWISE HAVE ANY RESPONSIBILITY FOR THE COMPLETENESS, TRUTHFULNESS, ACCURACY, DESIRABILITY, PROFITABILITY OR RELIABILITY OF ANY CONTENT, INCLUDING WITHOUT LIMITATION ANY REPORTS, ANALYSES, SUMMARIES AND/OR EVALUATIONS OF YOUR ACCOUNT INFORMATION. ALL USE OF AND RELIANCE UPON ANY SUCH INFORMATION (OR ANY CONTENT) BY YOU SHALL BE SOLELY YOUR RESPONSIBILITY AND AT YOUR SOLE RISK.

2. The Website and its content are subject to change at any moment. Accordingly, due to the content of the Site being dynamic in nature, while Skaya cannot guarantee that the content accessed through the Site is the most current when accessed by you, reasonable steps are taken by Skaya to update the site and its contents.

## Intellectual Property Rights

1. The Skaya name, logos, service marks, and trademarks of Skaya, (collectively “Marks”) and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Skaya. In addition, all page headers, custom graphics, button icons and scripts are service marks, trademarks and/or trade dress of Skaya, and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Skaya.
2. You hereby acknowledge that Skaya owns all rights, title and interest in and to the Skaya Sites, Services, and to any and all proprietary and confidential information contained therein (“Skaya Information”). The Skaya Sites and Skaya Information are protected by applicable intellectual property and other laws, including patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide. Any unauthorized use of the Services, Site or their contents may violate such laws. You agree that you will not (and will not allow any third party to) (i) modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, reverse compile or disassemble the Skaya Services or otherwise attempt to derive source code from the Skaya Site; (ii) copy, distribute, transfer, sell or license the Skaya Sites; (iii) transfer the Skaya Services to, or use the Skaya Services on, a device other than an Authorized Device; (iv) take any action to circumvent, compromise or defeat any security measures implemented in the Skaya Services; (v) use the Skaya Sites to access, copy, transfer, retransmit or transcode Content (as defined below) or any other content in violation of any law or third party rights; (vi) remove, obscure, or alter Skaya’s (or any third party’s) copyright notices, trademarks, or other proprietary rights notices affixed to or contained within or accessed through the Skaya Sites
3. Third-Party Intellectual Property. Skaya works closely with Third-Parties in order to provide Members with the most effective and comprehensive financial services tools. All product names, logos, and brands are property of their respective owners. All company, product

and service names used in this website are for identification purposes only. Use of these names, logos, and brands does not imply endorsement:

- “LinkedIn”,



are all registered trademarks of LinkedIn Corporation

## Disclaimer of Representations and Warranties.

The information and materials contained in Skaya Sites, including text, graphics, links or other items are provided “as is”, “as available”. Skaya does not warrant the accuracy, adequacy or completeness of this information and materials and expressly disclaims liability for errors or omissions in this information and materials. No warranty of any kind, implied, expressed or statutory including but not limited to the warranties of non-infringement of third-party rights, title, merchantability, fitness for a particular purpose and freedom from computer viruses or other harmful computer code, files or programs, is given in conjunction with the information and materials.

## Limitation of Liability

1. SKAYA SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, ARISING IN WHOLE OR IN PART FROM (i) YOUR ACCESS TO, USE OF OR INABILITY TO USE THE SITES, YOUR USE OF THE SERVICES, THE SITES OR THIS AGREEMENT, EVEN IF SKAYA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (ii) ANY TRANSACTION OR INFORMATION CONDUCTED THROUGH OR FACILITATED BY THE SITE; (iii) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SITE, THE SERVICES AND/OR THE CONTENT, (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (v) ANY OTHER MATTER RELATING TO THE SITE, THE SERVICE, OR THE CONTENT, EVEN IF SKAYA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE USE OF THE SITE IS AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM THAT RESULTS FROM SUCH USE. IF YOU ARE DISSATISFIED WITH THE SITE, THE SERVICE, THE CONTENT, OR WITH THE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

2. BECAUSE SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, ARRIVAL'S LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED \$100.00.

## Indemnification

By accepting these Terms and Conditions, you agree to indemnify, defend, and otherwise hold harmless Skaya, each of its affiliates and each of their respective officers, directors, employees, agents, partners and representatives from any and all losses and damages (whether direct, indirect, incidental, special, consequential, punitive or exemplary) and costs and expenses (including reasonable attorneys' fees and expenses) arising or resulting from or attributable to any breach of this Agreement or any activity by you in relation to the Sites or your use of the Services.

## Termination of Terms of Use

This Agreement will continue to apply until terminated by either you or Skaya as set out below. If you want to terminate your legal agreement with Skaya, you may do so as follows: to close your account for the Skaya Service, please send us an e-mail at [support@ez.tech](mailto:support@ez.tech), with the Subject Line "**Termination of Terms of Use**".

Skaya, may at any time, terminate its legal agreement with you:

- If you have breached any provision of this Agreement (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of this Agreement);
- If Skaya in its sole discretion believes it is required to do so by law (for example, where the provision of the Service to you is, or becomes, unlawful);
- For any reason and at any time with or without notice to you; or

Upon termination:

- You must immediately cease all use of our Services.
- Any rights, licenses, or permissions granted to you under these Terms of Use will immediately cease
- We may, at our discretion, remove or disable your account and access to certain features of the Services.
- The provisions of these Terms of Use that, by their nature, should survive termination (e.g., intellectual property rights, disclaimers, limitations of liability) will continue to apply

Further, you agree that Skaya shall not be liable to you or any third party for any termination of your access to the Services.

Please review these Terms of Use regularly, as we may update or modify them from time to time.

## Modifications

1. This Agreement applies to all Skaya Service, both now and in the future. Skaya reserves the right in its sole discretion, at any time to modify, augment, limit, suspend, discontinue or terminate any or all Skaya Services without advance notice. Any new content, including new features that augment or enhance the current content such as the release of new products and services, are governed by the most current version of this Agreement posted on the Site. If you are a user of the Skaya Services you will be notified. Your use of the Site will be subject to the most current version of the Agreement posted on the Site at the time of each use, and your use of the Site following any such modification constitutes your agreement to follow and be bound by the Agreement as modified. If you do not agree to the changes after receiving a notice of the change to the Services, you may stop using the Services. You agree that Skaya shall not be liable to you or to any third party for any modification, suspensions, or discontinuance of the Services. You should periodically visit the Terms of Use page of the Site to review the then current Terms of Use to which you agree to be bound.
2. Skaya may modify this Agreement from time to time. Any and all changes to this Agreement may be provided to you by Electronic Means (i.e., via e-mail or by posting the information on the Sites). In addition, the Agreement will always indicate the date it was last revised. You are deemed to accept and agree to be bound by any changes to the Agreement when you use the Services after those changes are posted.

## Miscellaneous Provisions

1. **Links to Third-Party Sites.** Links on the Site to third party web sites or information are provided solely as a convenience to you. If you use these links, you will leave the Site. Such links do not constitute or imply an endorsement, sponsorship, or recommendation by **Skaya** of the third party, the third-party web site, or the information contained therein. **Skaya** is not responsible for the availability of any such web sites. **Skaya** is not responsible or liable for any such web site or the content thereon. If you use these links you will leave the Site and will be subject to the terms of use and privacy policy applicable to those web sites.
2. **International Use.** Although this Site may be accessible worldwide, we make no representation that materials on this Site are appropriate or available for use in locations outside the United States. Those who choose to access this Site from other locations do so on their own initiative and at their own risk. If you choose to access this Site from outside the United States, you are responsible for compliance with local laws in your jurisdiction. Any offering made in connection with this Site is void where prohibited.
3. **Governing Law and Forum for Disputes.** Florida Law governs this Agreement without regard to its conflicts of laws provisions.  
ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THE SERVICES OR THESE TERMS OF USE WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF



YOUR CLAIMS QUALIFY. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION; THE ARBITRATOR SHALL APPLY PUERTO RICO LAW TO ALL OTHER MATTERS. NOTWITHSTANDING ANYTHING TO THE CONTRARY, ANY PARTY TO THE ARBITRATION MAY AT ANY TIME SEEK INJUNCTIONS OR OTHER FORMS OF EQUITABLE RELIEF FROM ANY COURT OF COMPETENT JURISDICTION. WE EACH AGREE THAT ANY AND ALL DISPUTES MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. BY ENTERING INTO THIS AGREEMENT AND AGREEING TO ARBITRATION, YOU AGREE THAT YOU AND SKAYA ARE EACH WAIVING THE RIGHT TO FILE A LAWSUIT AND THE RIGHT TO A TRIAL BY JURY. IN ADDITION, YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS.

4. **Severability Clause.** If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.
5. **No Waiver.** Any failure by us to enforce or exercise any provision of these Terms or related rights shall not constitute a waiver of that right or provision.
6. **Entire Agreement.** These terms and conditions constitute the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. No waiver by **Skaya** of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. These Terms may NOT be altered, supplemented, or amended by the use of any other document(s). To the extent that anything in or associated with this Site is in conflict or inconsistent with these Terms, these Terms shall take precedence. If you have any questions regarding these Terms, the Site, the Site content or offerings, please contact us at: [support@ez.tech](mailto:support@ez.tech).

**IF YOU DO NOT AGREE TO THE PRECEDING TERMS AND CONDITIONS OF USE, DO NOT ACCESS AND/OR USE THE SITE OR SERVICES.**

Skaya, Inc