LEGAL ← All Terms

US Terms & Conditions

Effective Date: November 3, 2026

Do you have questions for us? Check out our FAQ's here, or send us an email support@qubersavings.com. These Terms and Conditions (this "Agreement" or these "Terms and Conditions") is between you and QUBER Technologies, Inc. and/or QUBER Savings, Inc. (collectively, "QUBER", "We", "Us", or "Our" or "Company"). By using or downloading our Mobile Application (the "QUBER Mobile App") or accessing or using our website at www.qubersavings.com and its subdomains ("Website"), which provide financial information to assist users in managing their finances and encouraging savings, you indicate your unconditional acceptance of the following Terms and Conditions on your own behalf and on behalf of any organization you represent (collectively, "you" or "your").

By accessing or using the QUBER Platform and Services, you expressly represent that you are legally competent to enter into this Agreement and agree to be bound by these Terms and Conditions and that you are a legal resident of the United States. No one under the age of 18 or who is not a legal resident of the United States may use the QUBER Platform.

YOU HEREBY ACKNOWLEDGE AND AGREE THAT QUBER IS NOT A BANK, NOR IS IT A FINANCIAL PLANNER, BROKER OR ASSET MANAGER. THE QUBER PLATFORM IS MERELY A TOOL TO ASSIST YOU IN YOUR FINANCIAL PLANNING AND DECISION-MAKING. YOU ARE SOLELY RESPONSIBLE FOR YOUR SAVINGS, INVESTMENT, DONATION, AND SPENDING DECISIONS.

PLEASE NOTE THE ARBITRATION REQUIREMENT AND CLASS ACTION WAIVER SET FORTH BELOW, WHICH SUBJECT TO SOME LIMITED EXCEPTIONS, REQUIRES YOU TO ARBITRATE ANY CLAIMS YOU MAY HAVE AGAINST US ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A

JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY. PLEASE REVIEW THE "DISPUTE RESOLUTION" SECTION BELOW FOR MORE DETAILS.

1. Definitions

- **"Agreement"** means these Terms and Conditions.
- **"Aggregated Data"** means aggregated, anonymized data pertaining to a group of users without any risk of disclosing any one user's identity.
- **"Bonuses"** means the Saving Challenge Incentives and Referral Bonus offered by QUBER directly, as described in Section 9A (Bonuses). Saving Challenge Incentives may be offered by QUBER directly to individual users only. The Referral Bonus may be offered by QUBER directly to all users, including users who access the Platform through an employer or organization. QUBER may also offer incentives directly to employer-sponsored end-users, as set out in the app. Bonuses are the QUBER offered forms of Incentives and Refer to Earn under the "Rewards" definition. An employer or organization may separately offer its own incentives such as a starting bonus, completion bonus, streak bonus or boost, or refer to earn bonus as part of its own program design. Those employer/organization offered incentives are not "Bonuses" as defined in this Agreement, are not governed by Section 9A, and are governed solely by the applicable employer/organization program design, regardless of the name used to describe them.
- **"Business Day"** means Monday through Friday, excluding statutory holidays under the laws of the United States.
- **"Cashback Rewards"** refers to the rewards you earn by shopping with participating Merchant Partners through the QUBER Platform.
- **"Cashout"** is an action triggered by you in the QUBER Mobile App that moves money from the QUBER Vault to your Primary Bank Account.
- **"Completion Bonus"** means a Saving Challenge Incentive earned by completing every scheduled Transfer under a Saving Challenge's withdrawal schedule, as further described in the Bonus FAQ.
- **"Failed Transfer"** means a Saving Rule Transfer or Cashout that QUBER is unable to complete. A Saving Rule Transfer may fail due to insufficient funds in your Primary Bank Account ("NSF") or an error with your Primary Bank Account (including, without limitation, an invalid or closed account). A Cashout may fail due to an error with your Primary Bank Account (including, without limitation, an invalid or closed account); NSF does not apply to a Cashout, since a Cashout deposits funds into your Primary Bank Account.
- **"Failed Transfer Fee"** means a fee QUBER may charge in connection with a failed Transfer, as described in Section 5 (Failed Transfers). Current Failed Transfer Fee amounts can be found at

www.qubersavings.com/faq.

- **“Financial Institution”** means a bank or credit union accepting deposits. Currently, QUBER is partnered with Fifth Third Bank.
- **“Financial Products”** means banking, credit card, mortgage, and insurance products you may be enrolled in or may be eligible for enrolment.
- **“Financial Profile”** means information about your finances possessed by QUBER including, but not limited to, Transaction History, Financial Products, and your financial and savings goals and objectives.
- **“In Transit Transactions”** means a sum of money in transit to the QUBER Vault that has not yet arrived.
- **“In Vault Transactions”** means a sum of money tied to a Saving Jar and sum of money tied to Saving Challenges that has been transferred from your Primary Bank Account and is safely stored in the QUBER Vault.
- **“Merchant Partner”** means a third-party retailer, brand, travel provider, or other external entity that participates in QUBER's Cashback Rewards program.
- **“My Budget”** means the pay period budgeting feature available within the QUBER Platform that allows you to plan income, bills, and savings goals around your pay cycle. My Budget is a planning and informational tool and does not itself initiate, authorize, or execute money transfers. Saving Jars or Saving Rules created in connection with My Budget will transfer money from your Primary Bank Account in accordance with the Transfers section of these Terms.
- **“NSF”** means a Transfer that fails or is returned due to insufficient funds in your Primary Bank Account, as reported to QUBER by your financial institution or payment processor, regardless of whether you dispute having had sufficient funds available at the time of the Transfer.
- **“Pay Period”** means the window of time between your paydays, as configured by you within My Budget.
- **“Pending Transactions”** means funds that have accumulated based on triggered Saving Rules but have not yet been transferred to the QUBER Vault.
- **“Primary Bank Account”** means your chequing or savings account that is the source of money transfers and the destination of Cashouts. Your Primary Bank Account must be at a financial institution located in the United States.
- **“QUBER Account”** means the account at QUBER which you created during registration through the QUBER.
- **“QUBER Vault”** is an account held by QUBER in a Financial Institution that holds money temporarily for your benefit.
- **“Referral Bonus”** means the bonus described in the Bonus FAQ that you may earn by referring another individual to QUBER, as a form of Refer to Earn under the “Rewards” definition. If you

access the Platform through an employer or organization and refer another employee of that same employer or organization, that referral is governed by the applicable employer/organization program design instead of this definition.

- **“Rewards”** means any benefits, credits, prizes, incentives, or promotional amounts you may earn or be awarded through the QUBER Platform, including without limitation Cashback Rewards, Save to Win, Incentives, and Refer to Earn. Incentives include Saving Challenge Incentives (see definition). When Rewards or Incentives are offered through an employer or organization, they are defined by, and governed by, that employer's program design rather than by this Agreement.
- **“My Budget”** may display estimated figures, calculated from information you manually enter and/or that QUBER automatically imports or categorizes from your linked transactions, to help you understand your spending and savings during a Pay Period. These estimates do not reflect your actual bank account balance, may not update in real time, and the specific figures displayed and how they are calculated may change from time to time.
- **“Saving Bonus”** means a Saving Challenge Incentive earned as a matching incentive for successful saving contributions under a Saving Challenge, as set out in the Bonus FAQ.
- **“Saving Challenge”** is a saving goal where you save a set amount of money by a pre-determined date following the withdrawal schedule.
- **“Saving Challenge Incentives”** means, collectively, the Starting Bonus, Saving Bonus, Streak Bonus or Boost, and Completion Bonus offered by QUBER directly to individual users, each earned through participation in a Saving Challenge. Saving Challenge Incentives are a type of Incentive as referenced in the “Rewards” definition above.
- **“Saving Jar”** represents a Saving Goal linked to the amount of money you have saved for that Goal.
- **“Saving Rules”** are rules set up by you in QUBER that when executed will transfer money from your Primary Bank Account to the QUBER Vault.
- **“Saving Rule Transfer”** means a transfer of funds from your Primary Bank Account to the QUBER Vault executed pursuant to a Saving Rule.
- **“Savings”** refers to the total amount of money you have in the QUBER Vault.
- **“Starting Bonus”** means a Saving Challenge Incentive allocated upon your first successful savings contribution under a Saving Challenge.
- **“Streak Bonus or Boost”** means a Saving Challenge Incentive earned by making a set number of consecutive successful saving contributions in a row under a Saving Challenge, as set out in the Bonus FAQ.
- **“Subscription Fees”** means the recurring fee charged for the QUBER paid subscription tier, as further described in Section 5A (Subscription Billing & Auto-Renewal). As a reference point only, Subscription Fees currently start at $7.99 per month (as of August 26, 2026); the pricing page at

www.qubersavings.com/pricing sets out the current, controlling Subscription Fees and available billing cycles, and governs in the event of any difference between that page and the reference figure above. Subscription Fees apply only to users who purchase the QUBER paid subscription tier directly. They do not apply to employer/organization-sponsored access to the QUBER Platform, which is provided under, and remains governed by, the applicable employer/organization agreement.

- **"Transaction History"** means the transactions from your Financial Products from the time you added your Transaction Source(s) with QUBER.
- **"Transaction Source"** means any accounts that you have added to populate your Cash Flow, execute Saving Rules, and receive saving recommendations.
- **"Transfer"** means the transfer of money from your Primary Bank Account to the QUBER Vault.
- **"Your Information"** means all information about you, including information about your identity, location, contact information, address, QUBER Account, Primary Bank Account, and Transaction Source(s) that you provide to QUBER.

2. Overview

Description of QUBER: QUBER encourages you to reach money saving goals through a unique, goal-based experience. At QUBER, our mission is simple - we are determined to make saving money easy and fun.

How QUBER Works: The QUBER experience starts by you creating saving goals - Saving Jars or Saving Challenges - things that matter to you. Then you create Saving Rules in order to automatically move money into those goals. When your Saving Rules are triggered, money is automatically transferred from your paycheck via payroll deductions or your Primary Bank Account via ACH into a QUBER Vault. QUBER will hold your Savings separate from its corporate funds in a QUBER Vault, and it will not use your Savings for its operating expenses or for any other corporate purposes. QUBER will not voluntarily make your Savings available to its creditors in the event of bankruptcy. The Savings you hold in a QUBER Vault may not be insured for your benefit by the Federal Deposit Insurance Corporation or any other deposit insurance program.

Financial Insights and Budgeting Tools: QUBER may provide you with general tips, Saving Recommendations, education materials, and budgeting tools (including My Budget) on how to save, organize and manage your finances. All such tools and content are informational only. QUBER is not a financial planner or advisor and you are solely responsible for your saving and spending decisions.

Content Disclaimer: The information on the QUBER Platform is provided for educational and general information purposes only. The QUBER Platform is not intended to provide tax, legal, accounting, financial, fiduciary, or any other form of professional advice. You understand and agree that the QUBER Platform is provided to you on an AS IS and AS AVAILABLE basis.

Use of Artificial Intelligence - Qubi: QUBER's customer support may include responses generated by Qubi, an AI-based support tool. When you chat with Qubi, you will see a notice reminding you that you are chatting with an AI assistant and advising you not to share sensitive information. Qubi's responses are provided for general informational purposes only and may be inaccurate or incomplete; please verify any important information and contact QUBER at **support@qubersavings.com** if you need further assistance. Qubi does not provide financial, investment, tax, or legal advice, and is not used to select, recommend, or generate your Saving Rules, Saving Goals, or Saving Recommendations.

My Budget: QUBER offers a pay period budgeting tool ("My Budget") that allows you to plan income, bills, and savings goals around your pay cycle. My Budget is a planning and informational tool and does not itself initiate, authorize, or execute money transfers. However, if you create Saving Jars or Saving Rules in connection with your budget goals, those Rules will transfer money from your Primary Bank Account in accordance with the Transfers section of these Terms. My Budget may display estimated figures, calculated from information you manually enter and/or that QUBER automatically imports or categorizes from your linked transactions, to help you understand your spending and savings during a pay period, and these estimates do not reflect your actual bank account balance. THE ACCURACY OF THESE ESTIMATES DEPENDS ENTIRELY ON THE COMPLETENESS AND ACCURACY OF THE INFORMATION YOU ENTER AND/OR THAT IS SUCCESSFULLY IMPORTED FROM YOUR LINKED TRANSACTIONS. QUBER HAS NO KNOWLEDGE OF ANY BILLS, INCOME, OR FINANCIAL OBLIGATIONS THAT YOU HAVE NOT ENTERED AND THAT ARE NOT IDENTIFIABLE FROM YOUR LINKED TRANSACTION DATA. QUBER SHALL HAVE NO LIABILITY - WHETHER ARISING FROM SOFTWARE ERRORS OR BUGS, CALCULATION INACCURACIES, MISSING, INCOMPLETE, OR MISCATEGORIZED DATA (WHETHER USER-ENTERED OR AUTOMATICALLY IMPORTED), STALE OR DELAYED INFORMATION (INCLUDING DELAYED OR FAILED TRANSACTION SYNCING), OR ANY OTHER CAUSE WHATSOEVER - FOR ANY OVERDRAFT, NON-SUFFICIENT FUNDS FEE, MISSED PAYMENT, OR OTHER FINANCIAL LOSS. THIS LIMITATION APPLIES REGARDLESS OF WHETHER SUCH FEATURES ARE DESIGNATED AS A BETA FEATURE OR NOT, AND SHALL SURVIVE ANY REMOVAL OF BETA DESIGNATION.

Beta Features: QUBER may make certain features available on a pre-release or beta basis, including My Budget. Beta features are provided "as is" and "as available" without any warranty of any kind. QUBER shall have no liability for any loss or damage arising from your use of a beta feature.

Third Party Products and Services: Cashback Rewards are provided and fulfilled by Merchant Partners. QUBER is not responsible for the approval, calculation, adjustment, reversal, timing, or payment of any Cashback Rewards. Any disputes or issues with Cashback Rewards are solely between you and the applicable Merchant Partner.

Termination of Employment or Service: If your participation in the QUBER Platform originated through your employment or an organization and your employment is terminated or you leave the organization, or if your employer/organization terminates your subscription to the QUBER Platform, you will have access to the QUBER Platform and your Savings, minus any unvested employer/organization cash incentives, determined in accordance with the vesting terms of the applicable employer/organization program design, for 30 days after whichever of the above occurs first. For clarity, these employer/organization cash incentives are distinct from, and not governed by, the Bonuses described in Section 9A that QUBER offers to individual users, except that any incentive QUBER offers directly to employer-sponsored end-users under Section 9A is subject to this same 30-day access and vesting treatment rather than the general subscription-based forfeiture provisions in Section 9A.

3. Registration and Your Information

Registration: You must be a resident of the United States and at least 18 years old to use the QUBER Platform.

Collection of Your Information: When you register in the QUBER Mobile app, and while using the QUBER Platform, you will be required to provide QUBER with information (such as, but not limited to, your name, mailing address, date of birth, social security number, tax identification number and email address). Your Information is required in order to provide you with access to the QUBER Platform and to comply with legal and regulatory requirements, including Anti-Money Laundering rules.

For more details on the information that QUBER collects from you and how we use, disclose and safeguard this information please see QUBER Privacy Policy at: www.qubersavings.com/privacy.

Accurate Information: You represent and warrant that you are the legal owner of Your Information, that you are authorized to provide QUBER with all of Your Information, and that Your Information is true, accurate, current and complete.

Anti-Money Laundering Rules: You represent and warrant that you will abide by all applicable Anti-Money Laundering rules and that you will, upon request, provide QUBER staff with any information or documents that we may require in order to comply with applicable regulatory requirements.

Confidentiality and Unauthorized Access: You agree and understand that you are responsible for maintaining the confidentiality of your password used to access QUBER. If you become aware of any unauthorized access to your QUBER account, you must immediately notify QUBER at support@qubersavings.com.

4. Bank Accounts and Transaction Sources

Connecting Your Primary Bank Account: You acknowledge and agree that you must connect your QUBER Account to your Primary Bank Account using the QUBER App in order to transfer money into your QUBER Vault, and receive Cashouts.

Primary Bank Account: You will be required to connect your QUBER Account to a checking or savings account held in your name at a financial institution located in the United States in order to make saving contributions or receive Cashouts. You can only have one Primary Bank Account associated with your QUBER Account at any given time. The Primary Bank Account will be the source of all ACH Transfers and the destination of all Cashouts.

Transaction Sources: In order to use Saving Rules that require transactions, you need to connect your Transaction Sources to your QUBER Account. All information relating to your Primary Bank Account and Transaction Source(s) shall be collected, retained, and disclosed only in accordance with QUBER's Privacy Policy.

5. Transfers

Saving Rule Transfers: You may make a Saving Rule Transfer from your Primary Bank Account via ACH, or, where made available by your employer, as a payroll deduction from your paycheck, to the QUBER Vault using the QUBER Platform. The minimum transfer amount is set out at www.qubersavings.com/faq.

Transfer Limitations: QUBER reserves the right to limit or restrict Transfers for any reason, including if it has reason to suspect any suspicious or illegal activity.

ACH Transfers: You authorize QUBER, and the designated financial institution to begin Transfers on regular intervals from your self-designated Primary Bank Account. You may cancel this authorization at any time. Any cancellation Notices must be received at least five (5) Business Days before the next debit is scheduled. You can contact us by email at support@qubersavings.com. For more information on your recourse rights, you may contact complaints@qubersavings.comor your financial

institution. Failed Transfers Failed Transfers: For purposes of this Failed Transfer Fee, “Transfer” means a Saving Rule Transfer of funds from your Primary Bank Account into the QUBER Vault. Currently, if a Transfer fails due to insufficient funds in your Primary Bank Account (“NSF”) for a second or subsequent time within a rolling 12-month period, QUBER will charge the Failed Transfer Fee to reactivate your account. QUBER will not retry a failed Transfer. This fee does not apply to a first NSF within a rolling 12-month period.

- Insufficient Funds (NSF): If a Transfer fails due to insufficient funds in your Primary Bank Account for a second or subsequent time within a rolling 12-month period, your Saving Rule Transfers will be paused until reactivated as described under Reactivation below. You will continue to have access to other features of the QUBER Platform during this time.
- Other Bank Account Errors: If a Transfer fails for any other reason related to your Primary Bank Account (including, without limitation, an invalid or closed account), both your Saving Rule Transfers and your ability to Cashout will be paused.
- Reactivation: If your Saving Rule Transfers were paused due to insufficient funds (NSF), QUBER will send you a link to pay the Failed Transfer Fee, and your Saving Rule Transfers will resume upon successful payment. If your Saving Rule Transfers and/or Cashout access were paused due to another bank account error (including an invalid or closed account), simply updating your Primary Bank Account information will resume both. During any pause, you continue to have access to other features of the QUBER Platform - you are not locked out of QUBER as a whole, only the paused Transfer functionality.
- The Failed Transfer Fee is charged by QUBER and is separate from and in addition to any fee your financial institution may charge you in connection with the failed transfer (see Section 10, Fees)

5A. Subscription Billing & Auto-Renewal

Auto-Renewal Summary: Your QUBER subscription renews automatically at the end of each billing period until you cancel, and QUBER will charge your designated payment method the then-current Subscription Fee for each renewal. You may cancel at any time before your next renewal to avoid being charged again - see Cancellation below.

Subscription Plans: If you select a paid subscription tier, you agree to pay the Subscription Fee applicable to the tier and billing cycle you have selected. Current Subscription Fees and available billing cycles can be found at www.qubersavings.com/pricing.

Auto-Renewal: Your subscription automatically renews at the end of each billing period unless cancelled before the renewal date. You authorize QUBER to charge your designated payment method for each renewal at the then-current Subscription Fee.

Price Changes: QUBER may change Subscription Fees from time to time. Any price change will not apply to your then-current subscription term and will take effect only upon renewal, with at least 30 days' notice before the new price applies. If you do not agree to the new price, you may cancel your subscription before the new price takes effect, as described under Cancellation below, and the price change will not apply to you.

Cancellation: You may cancel your subscription at any time through your account settings at www.qubersavings.com/privacy. Cancellation takes effect at the end of your current billing period; QUBER does not provide prorated refunds for the unused portion of a billing period except as described in the Refund Policy below. Subscriptions are billed online only, not through app store in-app purchase.

6. Cashouts

Cashout of Funds: At any time, you may cashout your Savings. This is done by cashing out individual Saving Jars or Saving Challenges. You may only Cashout to your Primary Bank Account. In the case of exceptional circumstances (such as death), please contact QUBER Savings, Inc. at support@qubersavings.com.

Cashout Limitations: You can only cashout In Vault Transactions. Pending Transactions have not yet moved to the QUBER Vault, and on Cashout will be reset to 0. In Transit transactions cannot be cashed out until they reach the QUBER Vault.

7. Transfer and Cashout Transactions

Limitations: The maximum amount of money that can be transferred in one day from your Primary Bank Account to QUBER Vault, and the maximum amount that can be Cashed out from QUBER Vault to your Primary Bank Account in one day, are each set out at www.qubersavings.com/faq.

Processing Time: Reasonable steps will be taken to process Transfers and Cashouts within five (5) Business Days. You acknowledge that QUBER is not liable for any error or processing delay caused by any third party.

Fees and Penalties: You agree that QUBER shall not be liable to you for any fees or penalties charged by any financial institution in connection with a Transfer, Cashout, or a Subscription fee, including any overdraft fees or Non-Sufficient Funds fees.

8. Sweepstakes and Similar Promotions

From time to time, QUBER may offer Sweepstakes and similar promotions for a chance to win money towards your saving goals. Rules will be defined on the Website, including eligibility.

No Purchase Necessary: No purchase, payment, or paid QUBER Subscription is required to enter or win Save to Win, or any other QUBER sweepstakes or promotion. Eligibility to enter and your chances of winning are based solely on your savings activity within the QUBER Platform (such as your Savings balance or saving behavior, as further described in the applicable sweepstakes rules), and are identical whether or not you have a paid Subscription. Having a paid Subscription does not grant additional entries, improved odds, or any other advantage in connection with Save to Win or any other sweepstakes or promotion offered by QUBER. Entries or eligibility you have already earned based on your savings activity are not reduced or removed if you do not have, or later cancel, a paid Subscription.

9. Cashback Rewards

Cashback Rewards are only applicable on purchases made through the QUBER Platform, tracked by QUBER with Merchant Partners that specifically offer Cashback Rewards. Cashback Rewards are calculated based on the final transaction amount of eligible purchases and will initially appear as Pending. It may take up to 90 days or longer, depending on the Merchant Partner's return/cancellation policies, to become Paid.

Pending Cashback Rewards are not available for withdrawal. If your account becomes inactive for a period of 12 months, or if your account is closed, any pending Cashback Rewards may be forfeited.

Currency Conversion: If you make a purchase in a currency other than U.S. Dollars, the purchase amount will be converted into U.S. Dollars for the purpose of calculating Cashback Rewards. Once calculated, your Cashback Reward amount is locked and will not be adjusted.

Cashback Rewards may be subject to tax. It is the sole responsibility of the end user to report any Cashback Rewards received in accordance with applicable tax laws. QUBER reserves the right to modify, suspend, or terminate the Cashback Rewards program at any time, with or without notice.

9A. Bonuses

This section applies to Bonuses that QUBER offers directly, whether you access the QUBER Platform directly or through an employer or organization. It does not apply to incentives offered by an employer or organization under its own program design, such as a starting bonus, completion bonus, streak bonus or boost, or referral to earn bonus, regardless of the name used to describe them. Those incentives are governed by the applicable employer/organization program design, including its mechanics, vesting period, and delivery type. Incentives for employer sponsored users on termination of employment are further addressed under “Termination of employment or service” above.

From time to time, QUBER may offer Bonuses directly to users. Saving Challenge Incentives (Starting Bonus, Saving Bonus, Streak Bonus or Boost, and Completion Bonus) may be offered by QUBER directly to individual users only. The Referral Bonus may be offered by QUBER directly to all users, including those who access the Platform through an employer or organization, except that a referral of another employee within that same employer or organization is governed by the applicable employer/organization program design instead of this section. QUBER may also offer incentives directly to employer-sponsored end-users; the incentive payout details for a given Saving Challenge (whether cash amounts, ballots, or other incentive types) are set out in the app. For employer-sponsored end-users, forfeiture of these incentives is governed by the vesting and termination treatment described under “Termination of employment or service” rather than by the subscription and forfeiture provisions below. Bonuses are the QUBER offered forms of Incentives and Refer to Earn under the “Rewards” definition (Section 1), and are separate from Sweepstakes and Similar Promotions (Section 8).

The Bonuses QUBER currently offers, and the specific terms, eligibility criteria, rates, and amounts applicable to each, are set out at **qubersavings.com/faq** (the “Bonus FAQ”), as may be updated by QUBER from time to time. The version of the Bonus FAQ in effect when you begin working toward a specific Bonus governs that Bonus until it is earned, forfeited, or otherwise concluded; a later change to the Bonus FAQ applies only to Bonuses not yet begun as of the date of that change.

Each Bonus may be paid or delivered in cash or in another form of incentive (such as entries into a prize draw or other non-cash reward), as specified for that Bonus in the Bonus FAQ. Where a Bonus is delivered other than as a cash payment, the Bonus FAQ for that Bonus sets out the applicable delivery type and any additional terms specific to that delivery type.

Unless the terms of a specific Bonus state otherwise, all Bonuses are subject to:

- **Active subscription required:** you must maintain an active, paid QUBER Subscription, without lapse or cancellation, for the full period required to earn the Bonus.
- **Full performance required:** you must satisfy, in full, every condition of the Bonus as scheduled. A later catch-up or lump-sum action does not satisfy a missed condition, unless the applicable

Bonus terms state otherwise.

- **Forfeiture:** any unearned Bonus is forfeited if you fail to meet the required conditions, including if your paid Subscription lapses, is cancelled, or is not renewed before the Bonus is earned.

10. Fees

You may be charged fees from third parties, such as a financial institution, when you Transfer or Cashout Savings. We recommend that you consult with your financial institution before using the QUBER Platform. In addition, QUBER may charge a Failed Transfer Fee, as described in Section 5.

10A. Refund Policy

Trial Period: QUBER offers a 14-day trial period for new paid subscribers. Unless you cancel before the trial ends, at the end of the trial period your subscription will automatically convert to a paid Subscription Fee, billed at the then-current rate for your selected tier and billing cycle (see www.qubersavings.com/pricing), and will renew on that recurring basis until cancelled. By starting a trial, you authorize QUBER to charge your designated payment method upon conversion and for each subsequent renewal, unless you cancel. You may cancel at any time before the trial ends, at no cost, as described in Section 5A (Cancellation) above.

Trial Ending Reminder: QUBER will send you an electronic reminder, with a link to cancel, at least seven (7) days before your trial period ends and your subscription converts to a paid Subscription Fee.

Refunds: Once your payment method has been successfully charged, that charge is final and non - refundable, except in the case of a billing error or duplicate charge caused by QUBER. You may cancel at any time to prevent future charges, as described in Section 5A (Cancellation) above, but QUBER does not otherwise refund amounts already paid.

Exclusions: For clarity, the Failed Transfer Fee (Section 5) is separately non-refundable once paid, consistent with this Refund Policy.

11. Rights you Grant to QUBER

You authorize QUBER to access and login to your Transaction Source(s) that you connect to your QUBER account on your behalf as your agent using the credentials that you provide to us.

YOU ARE RESPONSIBLE FOR ENSURING THAT YOUR AGREEMENTS WITH YOUR FINANCIAL INSTITUTIONS PERMIT YOU TO APPOINT QUBER AS YOUR LAWFUL AGENT TO ACCESS YOUR TRANSACTION SOURCE(S).

TRANSACTION HISTORY: YOU AUTHORIZE QUBER TO EXAMINE, ANALYZE, TRACK AND COLLECT INFORMATION ABOUT YOUR TRANSACTION HISTORY IN ORDER TO: (I) EXECUTE YOUR SAVING RULES; (II) SHOW DETAILS ON MONEY IN AND MONEY OUT OF YOUR TRANSACTION SOURCE(S); (III) TO CUSTOMIZE THE QUBER EXPERIENCE FOR YOU; AND (IV) TO POPULATE AND SUPPORT BUDGETING AND FINANCIAL PLANNING FEATURES, INCLUDING USING YOUR SAVING RULES AND TRANSACTION HISTORY TO SUGGEST OR DISPLAY EXPECTED INCOME AND EXPENSES WITHIN THE QUBER PLATFORM.

12. Your Information

Ownership: You retain ownership of Your Information, including all rights therein and relating thereto.

Aggregated Data: You grant QUBER a nonexclusive, transferable, assignable, irrevocable, royalty free, worldwide, perpetual license to create Aggregated Data and to use such Aggregated Data, and all modifications thereto and derivatives thereof, for any purpose, including, without limitation, to improve the QUBER experience and to conduct statistical research and analysis.

Transfer: QUBER may transfer Your Information outside of your country of residence (the United States of America) for processing or storage that may be subject to the laws of such foreign jurisdictions.

13. Term & Termination

The term of this Agreement will begin when you register in the QUBER Mobile App and will continue until the Terms are terminated by either party. You may terminate this Agreement immediately for any reason with or without cause by closing and deleting your QUBER Account by contacting QUBER at support@qubersavings.com.

QUBER may terminate this Agreement immediately upon Notice to you for any reason with or without cause.

We may suspend your right to use QUBER if you: (i) breach the terms of this Agreement; (ii) QUBER suspects that your QUBER Account is being used without authorization; (iii) QUBER suspects

that your QUBER Account is being used for illegal or fraudulent purposes; or (iv) QUBER needs to comply with applicable law.

If you have an active paid subscription, any refund of the current billing period's Subscription Fee is governed by the Refund Policy (Section 10A), the same as with any other cancellation method.

14. Copyright and Trademark Ownership

The QUBER Platform and its content, features and functionality are the exclusive property of QUBER, our licensors, or other content suppliers, and are protected by United States and international copyright, trademark, patent and other intellectual property or proprietary rights laws, and may not be used or exploited in any way without our prior written consent.

We are providing you with access to the QUBER Platform pursuant to a limited, non-exclusive, non-sub-licensable, non-transferable, revocable license for personal, non-commercial use.

15. Intellectual Property Rights and License Grant

If you submit, send, or post content to QUBER or tag QUBER on social media (such as a story, testimonial, review, comment, or social media post) (“Your Content”), you automatically grant QUBER a royalty-free, perpetual, irrevocable, worldwide, unlimited, non-exclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display Your Content in any media or medium, or any form, format, or forum now known or hereafter developed.

16. User Conduct

By using the QUBER Platform, you agree not to use the QUBER Platform in any manner that:

- Is designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- Interferes with or disrupts the QUBER Platform or related services;
- Infringes any copyright, trademark, trade secret, patent or right of any party;
- Consists of any unsolicited or unauthorized advertising, promotional materials, “junk mail,” or “spam;”

- Is false, misleading, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or otherwise objectionable;
- Copies, modifies, creates a derivative work of, reverse engineers, or decompiles the software underlying the QUBER Platform; or
- Violates any applicable local, state, national, or international law, regulation, or order.

17. Links to External Sites

The QUBER Platform may contain links to other websites. We are not responsible for the availability of these external websites, nor do we necessarily endorse the activities or services provided by these websites.

18. No Framing

Without the prior written permission of QUBER, you may not frame, or make it appear that a third-party site is presenting or endorsing, any of the content of the QUBER Platform.

19. Copyright Infringement - DMCA Notice

We comply with the Digital Millennium Copyright Act ("DMCA"). If you have a concern regarding the use of copyrighted material on our Services, please contact our Designated Agent: 1 (833) 237-5195 (telephone); contactus@qubersavings.com(email).

20. Dispute Resolution

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

If you have a complaint regarding QUBER, or with respect to any provision of this Agreement, you must first submit your complaint directly to QUBER at complaints@qubersavings.com. QUBER will review your complaint and seek to resolve it to your satisfaction as soon as possible.

If your complaint is not resolved to your satisfaction within thirty (30) days, you agree to resolve the complaint by final and binding arbitration to the extent mandatory arbitration is permitted by applicable law. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND

YOU WAIVE, THE RIGHT TO HAVE A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, COLLECTIVE OR REPRESENTATIVE CAPACITY.

All such disputes shall be exclusively submitted to Judicial Arbitration and Mediation Services (JAMS) (www.jamsadr.com) for binding arbitration.

Right to Opt Out: You have the right to opt out of the provisions of the agreement to arbitrate set forth in this Section by sending written notice of your decision to opt out within 30 days after first becoming subject to this agreement to arbitrate. The notice must be sent to QUBER at contactus@qubersavings.com.

21. Warranty

QUBER represents and warrants that it will provide the service described herein in a professional manner consistent with general industry standards.

Warranty Disclaimer: SOME STATES DO NOT ALLOW FOR THE EXCLUSION OF WARRANTIES. IN THESE STATES, YOU HAVE ONLY THE WARRANTIES THAT ARE EXPRESSLY REQUIRED TO BE PROVIDED IN ACCORDANCE WITH APPLICABLE LAW. IN ALL OTHER STATES, EXCEPT AS EXPRESSLY PROVIDED HEREIN, QUBER IS PROVIDED TO YOU ON AN "AS IS" BASIS WITHOUT ANY WARRANTY WHATSOEVER AND QUBER EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, AND CONDITIONS. WITHOUT LIMITING THE FOREGOING, ANY BETA OR PRE-RELEASE FEATURES (INCLUDING MY BUDGET) ARE EXPRESSLY EXCLUDED FROM ALL WARRANTIES AND ARE PROVIDED SOLELY ON AN AS IS, AS AVAILABLE BASIS.

22. Limitation of Liability

SOME STATES DO NOT PROVIDE EXCLUSION OF LIMITATION OF LIABILITY FOR ALL TYPES OF DAMAGES. IN ANY OTHER CASE, QUBER SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU IN CONNECTION WITH YOUR USE OF QUBER, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF PROFIT, LOST OPPORTUNITIES, LOSS OF DATA SUFFERED, OR OTHER INTANGIBLE LOSS. QUBER'S LIABILITY FOR DIRECT DAMAGES SHALL NOT EXCEED $100.00.

YOU ACKNOWLEDGE AND AGREE THAT QUBER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING CASHBACK REWARDS. QUBER SHALL HAVE NO LIABILITY ARISING

OUT OF OR RELATING TO YOUR PARTICIPATION IN CASHBACK REWARDS.

Qubi and AI-Assisted Support: NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, QUBER SHALL HAVE NO LIABILITY, UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE, BREACH OF CONTRACT, STRICT LIABILITY, OR OTHERWISE), ARISING FROM OR RELATED TO ANY INACCURACY, ERROR, OR OMISSION IN A RESPONSE GENERATED BY QUBI, OR ANY DECISION YOU MAKE BASED ON INFORMATION PROVIDED BY QUBI.

My Budget and Budgeting Features: NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, QUBER SHALL HAVE NO LIABILITY, UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE, BREACH OF CONTRACT, STRICT LIABILITY, OR OTHERWISE), ARISING FROM OR RELATED TO: (I) ANY INACCURACY IN MY BUDGET ESTIMATES OR FIGURES, REGARDLESS OF THE CAUSE; (II) ANY SOFTWARE ERROR, BUG, MALFUNCTION, OR DELAY AFFECTING MY BUDGET OR ANY OTHER QUBER FEATURE, INCLUDING ANY DELAY, FAILURE, OR ERROR IN IMPORTING OR CATEGORIZING YOUR LINKED TRANSACTIONS; (III) YOUR FAILURE TO ENTER COMPLETE, ACCURATE, OR TIMELY INFORMATION INTO MY BUDGET, OR ANY MISSING, INCOMPLETE, DELAYED, OR MISCATEGORIZED DATA FROM YOUR LINKED TRANSACTIONS; OR (IV) ANY FINANCIAL DECISION YOU MAKE BASED ON INFORMATION DISPLAYED WITHIN THE QUBER PLATFORM, INCLUDING MY BUDGET. THIS LIMITATION APPLIES REGARDLESS OF WHETHER SUCH FEATURES ARE DESIGNATED AS BETA, AND SHALL CONTINUE TO APPLY BOTH DURING AND AFTER ANY BETA PERIOD.

23. Indemnification

You agree to indemnify and hold QUBER, our affiliated companies and their respective agents, employees, directors and officers, harmless from any claim or demand, cause of action, liabilities and costs including reasonable lawyer's fees made by any third party due to or arising out of: (i) your use of the QUBER Mobile App, QUBER Platform, or Services, (ii) your violation of this Agreement, (iii) any misrepresentations made by you, or (iv) your violation of any third party's rights.

24. General Provisions

Assignment: No party may assign this Agreement or any right under this Agreement, without the consent of the other party; provided however, that QUBER may assign this Agreement to an acquirer of all or substantially all of the business of QUBER.

Consent to Electronic Notices and Communications: YOU AGREE THAT ALL NOTICES, COMMUNICATIONS, FINANCIAL INFORMATION WILL BE DELIVERED TO YOU ELECTRONICALLY. You can unsubscribe at any time by using the unsubscribe links provided in these electronic communications or by contacting QUBER Technologies Inc. at **support@qubersavings.com**.

Governing Law: This Agreement shall be governed by the laws of the State of Delaware and the federal laws applicable therein (including federal arbitration law) without regard to the principles of conflict of laws.

Notice to California Residents: Pursuant to California Civil Code Section 1789.3, California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

Force Majeure: Neither party shall be liable for any delays or failures in performance resulting from acts beyond its reasonable control including without limitation, acts of God, pandemics or epidemics, acts of war or terrorism, or acts or orders of government.

25. Client Acknowledgement

BY ACCEPTING THESE TERMS & CONDITIONS AND REGISTERING THROUGH THE QUBER MOBILE APP, YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT AND THAT YOU HAVE HAD AN OPPORTUNITY TO SEEK TAX, LEGAL AND OTHER PROFESSIONAL ADVICE. YOU AGREE TO ENTER INTO THE AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU AGREE TO PRINT OR SAVE AN ELECTRONIC COPY AND RETAIN THIS CONSENT AND AUTHORIZATION.

The following agreements, disclosures, and notices also apply:

- Electronic Records and Signature Disclosure and Consent
- Consumer ACH Authorization and Electronic Transfer Disclosure
- Privacy Notice