

Terms of Use

Revised: July 19, 2023

Thank you for visiting our site! Please read these Terms of Use carefully before accessing or using any of the services offered. These Terms of Use, together with our [Privacy Policy](#), and the [Privacy Policy](#) of our third-party service provider Argyle, Inc., and the rules, policies, terms and conditions set forth in, referred to and/or linked herein, are collectively called "Terms" or "Terms of Use," which are set forth by Alvva Financial, Inc (hereinafter referred to as "Alvva", "ALVVA", "alvva.com", "our," "us," or "we") and govern the access or use by you of applications, websites, content, product, services, and programs made available by Alvva (collectively, the "Services"). "You" and "Your" mean the user of the Services. "Website" means and includes any and all websites maintained by Alvva Financial, Inc and all its subsidiaries and/or affiliates.

You acknowledge that you have read and understood the Terms. You agree and understand that the Terms have the full legal effect of a signed, written contract between you and us.

Disclaimer: **Alvva is not an attorney, a law firm or a substitute for an attorney or law firm. Our Services are not legal advice and there is no attorney-client relationship between you and us. At no time do we review your submissions for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about your legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of your particular situation. If you need legal advice for your specific matter, or if your matter is too complex to be addressed by our Services, you should consult a licensed attorney in your area.**

Agency

- A. By using the Service, you expressly authorize and direct Alvva and our third-party service providers (including Argyle, Inc.), on your behalf, to electronically retrieve your account information maintained by third-party data sources with whom you have a contractual relationship (“Your Account Information”).
- B. You agree that when Alvva retrieves Your Account Information, Alvva is acting as your agent, and not as the agent of or on behalf of any third party. You agree that third-party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you.
- C. For purposes of this Agreement and solely to obtain and provide Your Account Information to you as part of the Service, you grant Alvva a limited power of attorney, and appoint Alvvas your attorney-in-fact and agent, to access third-party sites, servers, or documents, retrieve Your Account Information, and use Your Account Information.

Limitations of Use

By accessing and using the Services, you represent and warrant that: (i) you are at least 18 years old and are a legal adult in the jurisdiction in which you reside; (ii) you have the right, authority, and capacity to enter into this agreement and to abide by the Terms, and that you will so abide. The Services are offered only for your use, and not for the use or benefit of others. Your account may not be used for Services to be performed for another person. You agree to use the Services only for lawful purposes. You may not use the Services in any way that would constitute a violation of any applicable law, regulation, rule or ordinance of the United States or any state or, or that could give rise to any civil or criminal liability; and (iii) you are a legal owner of, and that you are authorized to provide us and our third-party

service providers with, all account information and login credentials necessary to facilitate our retrieval of Your Account Information and your use of the Service.

Prohibited Conduct

As a condition of use, you promise not to use the Services for any purpose that is prohibited by these Terms. You are responsible for all of your activity in connection with the Services.

Collection and Use of Your Information

All of our collection and use of any personal information about you will be in accordance with our [Privacy Policy](#) and will only be for the purpose of offering our Services to you.

It is always your choice whether or not to provide personal information. If you choose not to provide requested personal information, you may not be able to use certain features of the Services.

Your Use of the Services

A. User Content. All content added, created, uploaded, submitted, distributed, or posted to the Services by users, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such content. You represent that all content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations. You acknowledge that all content accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. We do not guarantee that any content you access on or through the Services is or will continue to be accurate.

We handle User Content in compliance with privacy laws applicable to us.

B. Information on the Services. Information on this Website is not intended for distribution to, or use by, any persons or entities in any jurisdictions or countries where such distribution or use is not authorized or licensed, or where any content or transaction on this Website is unlawful. Users of this Website do so of their own initiative and are responsible for compliance with local laws. None of the products or services referenced on this Website shall constitute a firm offer of credit or a credit agreement or contract.

This Website provides general information about us and the products and services offered by us and through us. Your eligibility for particular products and services is subject to final determination, restrictions, and acceptance by us or the affiliate or partner that issues the product or service.

We may discontinue or make changes to the information, products, or Services described herein at any time. Any dated information is published as of its publication date only. We and our partners do not undertake any obligation or responsibility to update or amend any such information. We reserve the right to terminate any or all offerings without prior notice to the user. Furthermore, by offering information, products, or services via this Website, no solicitation is made by us or our partners to any person to use such information, products, or services in jurisdictions where the provision of information, products, or services is prohibited by law.

Consent to Electronic Transactions and Communications

We will provide certain disclosures to you before you enter into a transaction electronically via the Services. In addition, we need your consent to enter into such transactions before we can deliver, or authorize the delivery of, certain documents to you electronically.

Termination

You agree that we may, at our sole discretion, suspend or terminate your access to all or part of our Services for any reason, as permitted by law, including, without limitation, breach of these Terms. Any suspected illegal, fraudulent or abusive activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities. Upon suspension or termination of your account, your right to use the Services will immediately cease, and we reserve the right to remove or delete any information that you may have on file with us, including any account or login information.

Special Provisions Applicable to Software

If you download or use any software provided by Alvva, such as an app, you agree that from time to time, the software may download and install upgrades, updates and additional features from us in order to improve, enhance, and further develop the software.

You will not modify, create derivative works of, decompile, or otherwise attempt to extract source code from us, unless you are expressly permitted to do so under an open source license, or we give you express written permission.

Intellectual Property

The content of this Website, including but not limited to all images, icons, text, videos, music, software, logos, and expressions and ideas, is ours and is protected by law, including without limitation, United States copyright law, trademark law, and applicable international treaties. We reserve all rights in and to the Website. We may bring an action against any person who infringes any of our intellectual property, including information set forth on this Website.

If you submit suggestions or other feedback regarding the Website or your experience ("Feedback"), you agree that all ideas, expressions, and inventions submitted to us via this Website shall be deemed and remain our property, and we will be free to use any such Feedback, including ideas, concepts, know-how, or techniques provided for any purpose and without restriction or obligation to you. You are granted permission to use the information provided to you on or via the Website solely for your own personal, non-commercial use, provided that none of the content is modified and that any legal legends are retained. Except as stated herein, none of the content may be used, copied, reproduced, distributed, published, displayed, downloaded, or transmitted in any form by any means without our prior written permission.

Disclaimer of Warranty

This Website content is provided "as is" and without warranties of any kind, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

We assume no responsibility, and shall not be liable for, any viruses that may infect or damage your computer equipment or other property as a result of your access to, use of, or browsing of this Website, the web, or your downloading of any materials, data, text, images, video, or audio from this Website or the web.

We do not warrant nor represent that your use of materials displayed on this Website will not infringe rights of third parties not owned or affiliated with us.

Limitations of Liability

We make the attempt to provide accurate and timely information on this Website; however, there may be inadvertent, factual, typographical, or technical errors. Also, there are certain aspects of web usage, email, your

computer, and your connection to the internet that we cannot control. Therefore, we make no representation that the operation of this Website will be uninterrupted or free of errors, and we will not be liable for any interruptions, errors, or loss. For these reasons we cannot warrant the accuracy, completeness, or timeliness of the information, text, graphics, links, or other items on this website or the privacy of responses to you via email.

Under no circumstances shall we be liable to you or any third party, whether in contract, tort, warranty, reliance, or otherwise, for any direct or indirect, special, incidental, or consequential damages that may arise in connection with this Website, or from your use of, or inability to use, this Website by any person; or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, or line or system failure; or disclosure of information during reply to you by email or other electronic means; even if Alvva Financial, Inc. or representatives thereof are advised of the possibility of such damages, losses, or expenses.

Confidentiality of Internet Not Guaranteed

Although we try to protect information you send us, we cannot guarantee that information sent over the internet is completely confidential, and we expressly disclaim any implied warranty to the contrary. There are certain aspects of internet usage, your computer, and your links to the internet we cannot control. Therefore, transmission of information to us on the internet must be undertaken at your own risk.

Other Terms and Conditions

These Terms, and any other written agreements entered into by Alvva and you pursuant to activities engaged in as a result of use of the Services, make up the entire agreement between the parties regarding the Services and your use of the Services, and supersedes any prior agreements. If any portion of

these Terms is found to be unenforceable, the remaining portion will remain in full force and effect. If we fail to enforce any of these Terms, it will not be considered a waiver. Any amendment to or waiver of these Terms must be made in writing and signed by Alvva. You will not transfer any of your rights or obligations under these Terms to anyone else without our consent. All of our rights and obligations under these Terms are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise. Nothing in these Terms shall prevent us from complying with the law. These Terms do not confer any third-party beneficiary rights. We reserve all rights not expressly granted to you. You will comply with all applicable laws when using or accessing the Services.

In order to use the payment functionality of our application, you must open a "Dwolla Account" provided by Dwolla, Inc. and you must accept the [Dwolla Terms of Service](#) and [Privacy Policy](#). Any funds held in or transferred through your Dwolla Account are held or transferred by Dwolla's [financial institution partners](#). You must be at least 18 years old to create a Dwolla Account. You authorize us to collect and share with Dwolla your personal information including full name, email address and financial information, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Dwolla Account through our application, and Dwolla account notifications will be sent by us, not Dwolla. We will provide customer support for your Dwolla Account activity, and can be reached at www.alvva.co, support@alvva.co and/or (909) 294-2545.

Indemnification

You will defend, indemnify, and hold harmless Alvva, and its officers, directors, shareholders, employees, and third-party service providers (including Argyle, Inc.) from all actual or threatened third-party claims, proceedings, or suits arising out of or based on your breach of our Limitations of Use.

Amendments

We reserve the right to change these Terms of Use from time to time. You acknowledge and agree that it is your responsibility to review these Terms periodically to familiarize yourself with any modifications. If we make a material modification to these Terms, we will provide you with reasonable notice of such changes (for example, by including a banner on our Services or sending you an email). Your continued use of the Services after being notified of such modifications will constitute acknowledgment and agreement of the modified terms and conditions. Obligations and rights provided for under the terms of insurance policies bound through use of the Services can only be modified under the terms of such insurance policies, as applicable.

Data Access Rights and Privacy

Residents of California have certain rights allowing them to access, correct, or delete Personal Information that we may have collected. To exercise your data access, correction, or deletion rights, please contact us at support@alvva.co or at the mailing address provided below.

COMPLAINTS.

Loans made by Alvva are made under our California Finance Lender's license under the California Financing Law. We are licensed and examined by the Department of Financial Protection and Innovation. If you wish to file a complaint against Alvva, you should contact the Department of Financial Protection and Innovation at Department of Financial Protection and Innovation, Attn: Consumer Services, 2101 Arena Boulevard Sacramento, CA 95834; Telephone No.: (866) 275-2677; <https://dfpi.ca.gov/file-a-complaint/> - Website: <http://www.dfpi.ca.gov>).

Contact Alvva

Please contact us by email at support@alvva.co, by phone at (909) 294-2545, or by mail at 400 Concar Dr, Suite 03-128, San Mateo, CA 94402.