

**Robinhood Money Spending Account Terms of Service**

**IMPORTANT PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS, AMONG OTHER THINGS, AN ARBITRATION PROVISION (“ARBITRATION CLAUSE”) REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION AND WAIVING A RIGHT TO TRIAL BY JURY AND TO PARTICIPATE IN CLASS ACTIONS.**

**CUSTOMER SERVICE CONTACT INFORMATION:**

Address: 85 Willow Road, Menlo Park, CA 94025

Website: [robinhood.com/contact](https://robinhood.com/contact)

Toll-Free Customer Service Number: (888) 275-8523

Email: [help@robinhood.com](mailto:help@robinhood.com)

**1. ROBINHOOD MONEY LLC STORED VALUE ACCOUNT DISCLOSURES**

<b>Monthly fee</b>	<b>Per purchase</b>	<b>ATM Withdrawal</b>	<b>Cash Reload</b>
\$0.00	\$0.00	\$2.50* in-network \$2.50* out-of-network	\$0
ATM Balance Inquiry		N/A	
Customer service (automated or agent)		\$0	
Inactivity (after 12 months with no transactions)		\$0	
<b>We charge three types of fees. They are:</b>			
<b>Transfers to External Debit Card</b>		1.75% (min. fee \$1 max. fee \$150)	
<b>Instant Bank Transfers (Withdrawals)</b>		1.75% (min. fee \$1 max. fee \$150)	
<b>ATM Withdrawals</b>		\$2.50*	
<b>No overdraft/credit feature.</b>			

\*This fee can be lower if you have direct deposit

Register your card for FDIC insurance eligibility.

For general information about prepaid accounts, visit [cfpb.gov/prepaid](http://cfpb.gov/prepaid).

Find details and conditions for all fees and services by calling **(888) 275-8523** or visit **[support.robinhood.com](http://support.robinhood.com)**.

### More Information

Account Setup	\$0
Monthly Fee	\$0
Direct Deposit ["Early Direct Deposit"]	\$0
Sending money using your RHY Account balance	\$0
Receiving money	\$0
Adding money from your bank account	\$0

## 2. RHY STORED VALUE ACCOUNT FEE SCHEDULE

All Fees	Amount	Details
<b>Get started</b>		
Card issuance/activation	\$0	No fee charged for activation of the card.
<b>Monthly usage</b>		
Monthly fee	\$0	No periodic fee.
<b>Add money</b>		
Direct deposit	\$0	No fee for direct deposit.

Cash reload	\$0	We do not charge a fee. Third party fees may apply.
Instant Bank Transfers (Deposits)	\$0	No fee charged for instant transfers from external bank account.
<b>Spend money</b>		
Transfers to External Debit Card	1.75% (min. fee \$1, max. fee \$150)	Fee charged for transfers to external (non-Robinhood) debit card.
Instant Bank Transfers (Withdrawals)	1.75% (min. fee \$1, max fee \$150)	Fee charged for instant transfers to external bank account.
<b>Get cash</b>		
ATM withdrawal (in-network)	\$2.50	“In-network” refers to the Allpoint and Moneypass networks. Locations can be found at <a href="https://robinhood.com/us/en/support/articles/move-money">https://robinhood.com/us/en/support/articles/move-money</a> . Our ATM withdrawal fee is \$2.50. If you had direct deposits of \$300 or more during the 34 days prior to the withdrawal, we’ll refund the ATM withdrawal fees charged by us following settlement (typically 1 to 2 business days). Note that your ATM transaction may be declined if you will not have sufficient remaining funds in your spending account to cover any ATM fees, including refundable fees.
ATM withdrawal (out-of-network)	\$2.50	“Out-of-network” refers to all the ATMs outside of the Allpoint and Moneypass networks. Our ATM withdrawal fee is \$2.50. You may be charged an additional fee by the ATM operator, even if you do not complete a transaction. If you had direct deposits of \$300 or more during the 34 days prior to the withdrawal, we’ll refund the ATM withdrawal fees charged by us following settlement (typically 1 to 2 business days). Note that your ATM transaction may

		be declined if you will not have sufficient remaining funds in your spending account to cover any ATM fees, including refundable fees.
<b>Information</b>		
Customer service (automated or live)	\$0	No fee for each inquiry to customer service, including using the Automated (IVR) system.
<b>Using Your Card Outside the U.S.</b>		
International transaction	0.0%	We do not charge a fee.
International ATM withdrawal	\$2.50	Our ATM withdrawal fee is \$2.50. You may be charged an additional fee by the ATM operator, even if you do not complete a transaction. If you had direct deposits of \$300 or more during the 34 days prior to the withdrawal, we'll refund the ATM withdrawal fees charged by us following settlement (typically 1 to 2 business days). Note that your ATM transaction may be declined if you will not have sufficient remaining funds in your spending account to cover any ATM fees, including refundable fees.
International ATM Balance Inquiry	\$0	We do not charge a fee. You may be charged a fee by the ATM operator.
<b>Other</b>		
Inactivity fee	\$0	No fee for inactivity.
Replacement card	\$0	No fee for replacement card.

Your funds will be held at or transferred to JP Morgan Chase Bank, N.A. an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event JP Morgan Chase Bank, N.A. fails, if specific deposit insurance requirements are met and your account is registered. Review [fdic.gov/deposit/deposits/prepaid.html](https://www.fdic.gov/deposit/deposits/prepaid.html) for details.

No overdraft/credit feature.

Contact Robinhood by phone at (888) 275-8523, by mail at 85 Willow Road, Menlo Park, CA 94025, or visit [robinhood.com/contact](https://robinhood.com/contact).

For general information about prepaid accounts, visit [cfpb.gov/prepaid](https://cfpb.gov/prepaid).

If you have a complaint about a prepaid account, call the Consumer Financial Services Bureau at 1-855-411-2372 or visit [cfpb.gov/complaint](https://cfpb.gov/complaint).

### 3. THE RHY ACCOUNT AND THE SERVICES TERMS AND SERVICES

PLEASE READ THIS ROBINHOOD MONEY TERMS OF SERVICE CAREFULLY (“**TERMS**”). THESE TERMS CONSTITUTE A LEGAL CONTRACT BETWEEN ME AND ROBINHOOD MONEY, LLC (“**RHY**”) governing my use of the Spending Account (“**RHY Account**”), which is a stored value account provided by RHY as a licensed money transmitter where applicable and includes (1) the RHY mobile application (“**App**”), and (2) my use of, and RHY’s provision of, the <https://robinhood.com/> or any other website of RHY (“**Website**”) with a link to these Terms or any content, information, services, features, or resources available or enabled through either of the foregoing (collectively, the “**Services**”) offered by RHY. When used in this Agreement, the words “I”, “Me”, Or “My,” mean you as the individual that registers for an RHY Account and uses the Services in accordance with the terms of this Agreement, as defined below. My use of the Services may be subject to any additional terms, conditions and policies that RHY may separately post regarding the Services and any agreements that I have separately executed with RHY (“**Supplemental Terms**”) which are incorporated by reference into these Terms, (together, the “**Agreement**”). To the extent there is any conflict between these Terms and the Supplemental Terms, the Supplemental Terms will control with respect to the subject matter of such agreement.

BY CLICKING “I AGREE,” OR OTHERWISE ACCESSING OR USING THE SERVICES, OR ANY PORTION THEREOF, I ACKNOWLEDGE AND AGREE THAT: (i) I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT; (ii) I AM AT LEAST EIGHTEEN (18) YEARS OLD; (iii) I AM A RESIDENT OF THE UNITED STATES OF AMERICA; AND (iv) I AM NOT A PERSON OR ENTITY BARRED FROM USING THE SERVICES UNDER THE LAWS OF THE UNITED STATES, MY PLACE OF RESIDENCE OR ANY OTHER APPLICABLE JURISDICTION. I ALSO ACKNOWLEDGE RECEIPT OF THE [ROBINHOOD PRIVACY POLICY](#). I FURTHER REPRESENT AND WARRANT THAT I HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS AGREEMENT.

This Agreement and its terms may be supplemented from time to time by RHY by notice to Me in accordance with applicable law, and such notice requirement may be satisfied in some instances by the revised Terms being posted on the Website or in the App, and I agree to check for updates to this Agreement. By continuing to maintain My RHY Account or access the Services, I am deemed to accept the terms of the revised Agreement and will be legally bound by its terms and conditions.

**a. Eligibility for RHY Account.** I understand that I must be a resident of the United States, at least 18 years of age and have the legal capacity to enter into this Agreement, and that I must meet any eligibility criteria RHY may implement from time to time. RHY Accounts are available only in states where [RHY is licensed](#). I further understand that I must register for an RHY Account and have My registration approved in order to be able to use the Services. I also understand that I must notify RHY before establishing residency in any state where RHY does not offer the Services.

**b. Important Information about Procedures for Opening a New RHY Account or Maintaining an RHY Account.** I acknowledge and agree that federal law requires RHY to obtain, verify,

and record information that identifies each person who establishes an account in order to help the government detect and prevent the funding of terrorism and money laundering activities. Therefore, I understand that as a condition of establishing an RHY Account I must provide or confirm certain identifying information, including but not limited to My full legal name, residential address, email address, phone number, date of birth, and Social Security number (or other identification number acceptable for purposes of establishing My RHY Account). I understand that from time to time, RHY may ask Me to confirm or re-verify My identity, or may require that I provide certain additional documents, as necessary. I certify that any such information I provide in connection with establishing My RHY Account is complete, true and correct, and I understand and agree that I am obligated to promptly notify RHY of any changes in such information, including My name, address, e-mail address, and telephone number. I further understand that if I attempt to access My RHY Account from a jurisdiction subject to certain U.S. sanctions or I am ordinarily resident in such a jurisdiction, or if RHY reasonably believes that I am attempting such access or have become resident in such a jurisdiction, RHY may restrict My RHY Account and any pending transactions may be canceled. If this happens, I understand that I should contact RHY at the customer service contact information provided above, and that I may be asked to provide supplemental information as part of this process. I understand that RHY is not liable for any resulting damages or losses that I may suffer as a result. I further understand that I must notify RHY and close My RHY Account before establishing residency in any jurisdiction other than the United States.

**c. U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") Certification.** I acknowledge that I am aware that RHY has OFAC sanctions compliance obligations. I also acknowledge that this Agreement and My RHY Account are subject to U.S. sanctions laws, rules, and regulations where I will not permit My RHY Account to be used in a manner that would cause a violation of the above referenced laws, rules, and regulations. I also specifically represent and warrant that I have not been designated by OFAC as a Specially Designated National ("SDN"), that I have no reason to believe that I would be considered a blocked person by OFAC, and that I am not acting as an agent of any such person. To the extent that OFAC, via laws, rules, regulations, or Executive Order, has promulgated restrictive measures against a government or regime ("sanctioned regime"), I further represent and warrant that I am not employed by or acting as an agent of (1) an entity owned or controlled by a sanctioned regime, (2) a government-controlled entity of a sanctioned regime, or (3) a government corporation of a sanctioned regime. Further, I acknowledge and consent to RHY restricting My RHY Account to the extent I access these from (1) a jurisdiction that is subject to comprehensive sanctions by OFAC or (2) any jurisdiction RHY has made a risk-based decision to restrict access to use of its application and website.

**d. Politically Exposed Person ("PEP") Certification.** I represent and warrant that I am not a PEP. To the extent I am or become a PEP in the future while I hold my RHY Account at RHY, I represent and warrant that I will immediately notify RHY and subject myself to any due diligence measures deemed appropriate by RHY. A Politically Exposed Person is an individual who is or was, or is an immediate family member (spouse, parent, sibling, children, in-law, or dependent) or close associate (someone who is closely connected to the individual either socially or professionally) of an individual who is or was: (1) a senior official in the executive, legislative, administrative, military, or judicial branches of a non-U.S. government (whether elected or not); (2) a senior official of a major non-U.S. political party; (3) a senior executive of a non-U.S. government-owned entity; or (4) a foreign individual who was or has been entrusted with a prominent public function. A senior official or executive includes an individual with substantial authority over policy, operations, or the use of government-owned resources.

**e. Account Verification.** I understand that RHY may take steps to verify the accuracy of the information I provide to RHY in connection with My RHY Account or otherwise, and that RHY may restrict My access to My RHY Account or take other action RHY reasonably deems necessary pending such verification. I understand that, to do so, RHY may request additional information from Me, including a valid form of government ID such as a driver's license, passport, or other identifying documents. If I have already established an account with RHY's affiliates, including Robinhood Financial, LLC, Robinhood Securities, LLC or Robinhood Crypto, LLC, (each, an "**RHY Affiliate**"), I also authorize any such RHY Affiliate to disclose to RHY, and RHY to obtain from any such RHY Affiliate, information regarding My identity including but not limited to verification information.

**f. RHY Account Credentials and Account Access.**

**i. Login Credentials.** I understand that I may need to provide and may only be permitted to access My RHY Account using My RHY Account login credentials (i.e., username and password) and other required forms of authentication. I am solely responsible for keeping this information and any applicable RHY Account number or other information that provides access to my account confidential and secure. I agree and accept full responsibility for monitoring and safeguarding My RHY Account, including by restricting access to the mobile device, computer, or other remote mechanisms through which I access My RHY Account. I agree and understand that in the event that My login credentials or any other form of authentication or account access mechanism is compromised, or unauthorized access to My RHY Account otherwise occurs or may occur, I must notify RHY immediately by contacting RHY at the customer service contact information provided above.

**ii. Multifactor Authentication.** I understand that, at RHY's discretion, I may be required to use at least two (2) forms of authentication when accessing My RHY Account using My Login Credentials and performing certain operations in My RHY Account (i.e., "**Multifactor Authentication**"). Forms of Multifactor Authentication in addition to My login credentials may include verification tokens delivered through SMS or a specified and supported two-factor authentication application. If I choose to install and use any such application on a device, I understand that I do so at My own risk, including the risk that the operating system has been tampered with in any way. RHY reserves the right in RHY's sole discretion to prohibit access from or by any device, including one on which the operating system has been or is suspected of having been modified or tampered with. I agree that RHY may provide applicable Multifactor Authentication data to a third-party service provider in order to help authenticate Me.

**g. Fees.** The fees for using the RHY Account are found in Section 2 above. RHY reserves the right to modify the fees associated with the RHY Account in its sole discretion. RHY reserves the right to modify or impose a different fee structure in the future in connection with any of the Services in its sole discretion. RHY will provide information regarding any such new fee structure in accordance with applicable law.

**h. The RHY Account Balance.** I understand that the RHY Account is a regulated money transmission stored-value product accessible through the Services that enables Me to add funds, store balances, spend funds, and engage in related types of transactions. My RHY Account balance consists of the funds that I have in My RHY Account excluding funds subject to pending transactions, subject to the terms of this Agreement and applicable law. I agree and understand that I bear sole responsibility for funds necessary for any transactions involving My RHY Account, and I agree and understand that RHY reserves the right to refuse or reverse any transaction that occurs in connection with the Services in RHY's sole discretion. RHY may, in its discretion, and if required by law, notify the parties to the transaction of

any such refusal or reversal. If RHY refuses or reverses a transaction, RHY will not be liable to Me for any resulting damages or claims. All costs associated with these actions will be My responsibility.

i. **RHY Account Functionality.** In connection with My RHY Account, I understand that I may have access to features including the ability to: (i) load funds ("**Account Loads**"); (ii) transfer funds to My External Bank Account (as defined below) or to an account that I own with an RHY Affiliate ("**Transfers**"); (iii) send funds to and receive funds from others ("**Pay & Request Service**," as described in Section 8 below) and (iv) access and spend My RHY Account balance funds through My RHY Account number (as described in Section 5, below). I also understand that, if I have elected to receive a network branded payment card issued by Sutton Bank ("**RHY Card**"), as described in the Robinhood Prepaid Card Program Cardholder Agreement, a portion of the funds loaded into My RHY Account will be transferred by RHY to My RHY Card (as further described below) and my use of the RHY Card will be subject to the terms, conditions and limitations set forth in this Agreement and in the agreement governing the RHY Card.

i. **Account Loads.** I may fund My RHY Account in the following ways: (1) by designating an external U.S.-issued bank account in my name ("**External Bank Account**") and directing RHY to load funds to My RHY Account from My External Bank Account through ACH, Instant Bank Transfer, or by a debit card transaction; (2) by transferring funds into My RHY Account from any eligible account I own that is held at a Robinhood Affiliate (such account, an "**RHY Affiliate Account**"); or (3) by providing My RHY Account number information to a third party to make a payment to Me, which may include RHY's early direct deposit feature ("**Early Direct Deposit**") as set forth in Section 8(c) below. I represent and warrant that I have the legal right to use any funding method that I use to load funds to, and transfer funds from, My RHY Account. I understand that RHY may limit the funding methods available for a specific transaction at any time in its sole discretion. I understand that RHY reserves the right at its sole discretion to limit the amount of funds that I may load to My RHY Account from My External Bank Account or an RHY Affiliate Account at any given time or over any period of time, with or without notice to me. I understand that RHY will use commercially reasonable efforts to make funds available to My RHY Account within one to five business days (or sometimes longer) after RHY receives final settlement of any transfer into My RHY Account and that transfers into My RHY Account will be available when they are reflected in My RHY Account balance. I also understand that funds credited to My RHY Account through an ACH transfer to My RHY Account that is not initiated by RHY or through a debit card transfer will generally not be eligible for FDIC insurance until the day after the funds are available for My use.

ii. **Transfers.** I understand that I may electronically transfer funds from My RHY Account to My External Bank Account. By choosing to do so, I acknowledge that I am requesting that RHY debit My RHY Account balance and make a payment to Me by initiating a transfer to My external debit card, through an ACH credit entry to My linked External Bank Account, or through an Instant Bank Transfer to My linked External Bank Account. Such transfer to My External Bank Account will typically arrive within two business days, except for Instant Bank Transfers which typically arrive within minutes. I agree that RHY may use any means or payment system which RHY, in its sole discretion, considers suitable to execute such transfers. I acknowledge and agree that it is my responsibility to ensure that My External Bank Account linked to My RHY Account is up to date and an account to which I am authorized to receive, and to which I authorize RHY to send transfers of funds from My RHY Account.

I also understand that I may request that RHY transfer funds in an amount that I select to an RHY Affiliate Account. I understand that I must have an applicable RHY Affiliate Account that enables transfers of funds from RHY Accounts in order for such a transfer to be processed. When I request that RHY transfer funds to an RHY Affiliate Account, I acknowledge that I am requesting that RHY debit My RHY



Account balance, but availability of such funds in My RHY Affiliate Account is subject to the terms of My agreement with the applicable RHY Affiliate.

Notwithstanding the foregoing, I understand and agree that RHY reserves the right to restrict or delay any transfer, including the amount of the transfer, for any purpose including, but not limited to, suspected fraud or other potential illicit activity. I understand that RHY also may hold or redirect a transfer, or otherwise restrict access to the funds in My RHY Account, if RHY is required to do so by a government or regulatory authority, court order, or facially valid subpoena. I acknowledge and agree that I may not transfer funds from My RHY Account to avoid an investigation by RHY or any other party.

**iii. Backup coverage.** I understand that transfers of funds from My RHY Account generally are limited to the amount of funds available in My RHY Account, and that I am not permitted to overdraw the funds in My RHY Account. Nevertheless, I understand that if My RHY Account does have a negative balance, I am responsible to RHY for the amount of the negative balance. I also understand that if I have an eligible brokerage account with Robinhood Financial LLC (“**brokerage account**”), I may elect to provide RHY with a standing authorization and instruction to initiate an electronic transfer of funds from My brokerage account to My RHY Account in an amount necessary to prevent My RHY Account from going negative as a result of a transfer of funds out of My RHY Account (a “**backup coverage**”). Provided I have sufficient funds available in My brokerage account from which I have authorized backup coverage, RHY will approve a transfer from MY RHY Account that, without the backup coverage would cause My RHY Account to have a negative balance. I understand that any fees, restrictions or other terms and conditions applicable to transfers out of My brokerage account will apply to any transfer made to My RHY Account as part of backup coverage. I understand that backup coverage will only access Available Funds, as that term is defined in the Robinhood Financial LLC & Robinhood Securities, LLC Customer Agreement, from my brokerage account EXCEPT that, if My brokerage account is a Margin Account, RHY will not access margin lending or initiate a margin loan in My brokerage account.

**iv. Preauthorized Payments/Right to Stop Preauthorized Payments.**

Except with respect to transfers to the RHY Card, as described below, I do not have the right to request in advance that RHY make regular payments out of My RHY Account, although I may ask third parties to initiate regular payments out of My RHY Account.

1. **Right to stop payment:** If I have automatic recurring payments taken out of My RHY Account, I can stop any of these payments by calling RHY at the customer service number above or by visiting [robinhood.com/contact](https://robinhood.com/contact). I must contact RHY in time for it to receive My request at least three business days before the payment is scheduled to be made. If I call, RHY may also require Me to put My request in writing and get it to RHY within 14 days after I call.

2. **Notice of varying amounts:** If these regular payments vary in amount, the party I am going to pay is responsible for telling Me, 10 days before each payment, when the payment will be made and how much it will be. (The party I am going to pay may allow Me to choose to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that I set.)

3. **Liability for failure to stop payment of a preauthorized transfer:** If I order RHY to stop a payment at least three (3) business days before the transfer is scheduled and RHY does not do so, RHY will be liable for My losses or damages.

v. **RHY Card Transfers.** If I have elected to receive an RHY Card, I direct RHY to transfer from My RHY Account and maintain, on a daily basis, a balance of funds on My RHY Card equal to two (2) times My average daily RHY Card spend during the prior calendar month (“**Card Funding**”). Each time I use My RHY Card for a purchase or an ATM withdrawal, I request RHY to move additional funds from My RHY Account to the RHY Card to restore the Card Funding amount. I also direct RHY to transfer to My RHY Card from My RHY Account funds sufficient to pay any transaction authorized under My RHY Card but for which there are insufficient funds loaded onto My RHY Card (for example, if I exceed the Card Funding amount on any particular day). I understand that transfers from My RHY Account to My RHY Card is not an overdraft credit feature and that I will not be charged for such transfers.

j. **Confidentiality.**

RHY may disclose information to third parties about Me, My RHY Account, or the transactions I make:

- (i) Where it is necessary or helpful for completing transactions;
- (ii) In order to verify the existence and condition of My RHY Account for a third party, such as a merchant;
- (iii) In order to comply with a government agency, court order, or other legal or administrative reporting requirements;
- (iv) If I give RHY My written consent;
- (v) To RHY’s employees, auditors, affiliates, service providers, or attorneys as needed;
- (vi) In order to prevent, investigate, or report possible illegal activity;
- (vii) In order to issue authorizations for transactions on My RHY Account;
- (viii) As permitted by applicable law; or
- (ix) As otherwise necessary to fulfill our obligation under this Agreement.

4. **CASH CARD REWARDS PROGRAM / CASH BACK REWARDS PROGRAM**

a. **Rewards.** By signing up for the RHY Account and the RHY Card, I agree to be enrolled in the Cash Card Rewards program (“Cash Card Rewards Program”) or any other cash back rewards programs offered by RHY (“Cash Back Rewards Program”) (collectively “Rewards Program”). Under the Cash Card Rewards Program, I understand that I will be eligible to receive cash back (“Reward”) to my RHY Account for purchase transactions at certain retailers (each a “Reward Transaction”) using My RHY Card. Under the Cash Back Rewards Program, I understand that I will be eligible to receive a Reward to My RHY Account for certain purchase transactions using My RHY Card. The Reward will be a flat amount or a percentage of the posted Reward Transaction and will post to my RHY Account when the underlying Reward Transaction posts to my RHY Account. Certain limitations and restrictions apply. Please review the App for more information. I understand that the Cash Card Rewards Program is only available in the United States and is not available in United States Territories, such as Puerto Rico.

**b. Reward Adjustments.** I agree that RHY may adjust and/or forfeit a Reward from my RHY Account in any of the following scenarios:

- If I return the Reward Transaction;
- If a Reward Transaction is credited to my RHY Account for any reason, including where I have succeeded in a dispute filed regarding the Reward Transaction;
- If I violate the terms of this Agreement, the Robinhood Prepaid Card Agreement and/or the terms of the Rewards Program;
- If RHY has reason to believe that I am abusing, defrauding, or otherwise gaming the Rewards Program.

**c. Suspension/Termination**

RHY may suspend, terminate or otherwise limit my participation in the Rewards Program if it has reason to believe, in its sole discretion, that I am misusing or otherwise gaming the Rewards Program. These reasons include, but are not limited to, situations where RHY identifies potential fraudulent or suspicious activity, gaming behavior, and/or violation of this Agreement, the Robinhood Prepaid Card Agreement or terms of the Rewards Program. In addition, RHY may suspend, terminate or otherwise limit my participation in the Rewards Program at any time and for any reason, with or without notice to me.

I understand my participation in the Rewards Program will terminate when my RHY Account and/or my RHY Card accounts are closed.

**d. Errors**

If I have not received a Reward or if I believe that a Reward was calculated erroneously, I will contact RHY immediately. I understand that RHY may ask me to submit proof of my Reward, and this proof may include a copy of the Reward Transaction receipt or similar documentation. If RHY determines it has failed to properly credit my Reward, I understand my only remedy is the issuance of the Reward, as determined by RHY in its sole discretion. I understand that neither RHY nor any of its affiliates will be liable to me for any error in the distribution and/or calculation of a Reward.

**e. Third Party Service Provider**

I understand that RHY partners with a third party service provider to facilitate administration of the Cash Card Rewards Program. I understand that in order to receive Rewards from participating merchants, my transaction data may be shared with the third party service provider for the sole purpose of helping to identify participating merchants and to facilitate Rewards and I consent to that sharing.

**f. Modifications/Amendments**

RHY may modify the requirements, participating merchants, Reward amount, redemption frequency and any other aspect of this Reward Program at any time and for any reason.

**5. TRANSFER TYPES AND LIMITATIONS**

**a. ACH Transfers**

I may use My RHY Account number to make ACH transfers, either originated through RHY or through a third party. ACH transfers are subject to: (i) the funds available in My RHY Account; (ii) the transaction limits described below; and (iii) the other terms and conditions of this Agreement.

**i. Originated ACH**

I may instruct RHY to withdraw funds from My RHY Account via an ACH transfer (an **“Originated ACH Transfer”**) and to add funds to My RHY Account via an ACH transfer (an **“Originated ACH Load”**). I understand that I may also be able to instruct an RHY Affiliate to withdraw funds from My RHY Affiliate Account via an ACH transfer (an **“ACH Withdrawal”**) and to add funds to My RHY Affiliate Account via an ACH transfer (an **“ACH Deposit”**), subject to the terms and conditions governing such RHY Affiliate Account.

There are limits on the dollar amount and frequency of ACH transfers I can make each business day. Applicable limits are set forth in the App and on the Website. These ACH transfers may sometimes be referred to as **“Standard Bank Transfers”**, **“Standard Bank”** or a similar name in the App and/or on the Website. These limits are designed to be flexible to protect the security of the Services and My RHY Account. RHY may change these limits at any time in its sole discretion, including for security reasons, and without advance notice to Me, except as otherwise required by applicable law.

- All Originated ACH Transfers plus all ACH Withdrawals I make in a business day count towards the withdrawal limit set forth in the App and on the Website. Originated ACH Transfers and ACH Withdrawals submitted before 7 p.m. Eastern Time will be counted towards that business day’s limits, otherwise, they will count towards the next business day’s limits.
- All Originated ACH Loads plus all ACH Deposits I make in a business day count towards the deposit limit set forth in the App and on the Website. Originated ACH Loads and ACH Deposits submitted before 7 p.m. Eastern Time will be counted towards that business day’s limits, otherwise, they will count towards the next business day’s limits.

**ii. Non-Originated ACH**

I may instruct third parties to withdraw funds from My RHY Account (a **“Non-Originated ACH Transfer”**), based on an authorization I provide to such third party, or to add funds to My RHY Account (a **“Non-Originated ACH Load”**).

There are limits on the dollar amount of ACH transfers I can make each business day as follows:

- I may withdraw up to \$250,000.00 each business day via Non-Originated ACH Transfers.
- I may deposit up to \$250,000.00 each business day via Non-Originated ACH Loads.

There are no limits on the number of Non-Originated ACH Transfers and Non-Originated ACH Loads I may make each business day.

**b. Debit Card Funding**

I may use an external debit card to transfer funds into and out of My RHY Account (**“Debit Card Funding”**) subject to: (i) the funds available in My RHY Account; (ii) the transaction limits described below;

and (iii) the other terms and conditions of this Agreement. I understand that I may also be able to use an external debit card to transfer funds into and out of My RHY Affiliate Account (“**Affiliate Account Debit Card Funding**”), subject to the terms and conditions governing such RHY Affiliate Account. Debit Card Funding and Affiliate Account Debit Card Funding submitted on or before 11:59 p.m. Eastern Time will be counted towards that day’s limits, otherwise, they will count towards the next day’s limits.

There are limits on the dollar amount and frequency of Debit Card Funding and Affiliate Account Debit Card Funding transfers I can make each day. Applicable limits are set forth in the App and on the Website. These limits are designed to be flexible to protect the security of the Services and My RHY Account. RHY may change these limits at any time in its sole discretion, including for security reasons, and without advance notice to Me, except as otherwise required by applicable law.

- All Debit Card Funding withdrawals plus all Affiliate Account Debit Card Funding withdrawals I make in one day count towards the withdrawal limit set forth in the App and on the Website.
- All Debit Card Funding deposits plus all Affiliate Account Debit Card Funding deposits I make in one day count towards the deposit limit set forth in the App and on the Website.

**c. Instant Bank Transfers**

I may be able to use my RHY Account to instantly send funds to and from My External Bank Account (“**Instant Bank Transfers**”) subject to (i) the funds available in My Account or My External Bank Account, as applicable; (ii) the transaction limits described below; and (iii) the other terms and conditions of this Agreement. I understand that I may also be able to use My RHY Affiliate Account to instantly send funds to and from My External Bank Account (“**Affiliate Account Instant Bank Transfer**”), subject to the terms and conditions governing such RHY Affiliate Account. Instant Bank Transfers and Affiliate Account Instant Bank Transfers submitted on or before 11:59 p.m. Eastern Time will be counted towards that day’s limits, otherwise, they will count towards the next day’s limits.

There are limits on the dollar amount of Instant Bank Transfers and Affiliate Account Instant Bank Transfers I can make each day. Applicable limits are set forth in the App and on the Website. These limits are designed to be flexible to protect the security of the Services and My RHY Account. RHY may change these limits at any time in its sole discretion, including for security reasons, and without advance notice to Me, except as otherwise required by applicable law. All Instant Bank Transfers and Affiliate Account Instant Bank Transfers I make in a day count towards this limit.

**d. Pay & Request Transfers**

I may use the Pay & Request Service to send and receive Pay Transfers, as described in Section 8 below, subject to (i) the funds available in My Account; (ii) the transaction limits described below; and (iii) the other terms and conditions of this Agreement.

There are limits on the dollar amount and frequency of Pay Transfers I may send and receive each business day. Applicable limits are set forth in the App and on the Website. These limits are designed to be flexible to protect the security of the Pay & Request Service and My RHY Account. RHY may change these limits at any time in its sole discretion, including for security reasons, and without advance notice to Me.

**e. Changes to Transfer Limits**

I understand and agree RHY may change these limits at any time in its sole discretion and without advance notice to Me, except as otherwise required by law. Notwithstanding anything herein to the contrary, I understand and agree that RHY reserves the right to restrict, limit or delay any transfer or attempted transfer, for any purpose including, but not limited to, suspected fraud or other potential illicit activity and for purposes of maintaining account security.

**f. FDIC Insurance**

If a transfer to or from My RHY Account is rejected or returned and the related funds must be re-credited to My RHY Account, I understand that these re-credited funds may not be eligible for FDIC insurance until the day after the funds are made available for use in MY RHY Account. I also understand that funds credited to My RHY Account through a debit card transaction may not be eligible for FDIC Insurance until the day after the funds are made available for use in My RHY Account.

**6. DOCUMENTATION**

**a. Preauthorized Credits.** If I have arranged to have direct deposits made to My RHY Account at least once every 60 days from the same person or company, it is the responsibility of the person or company making the deposit to tell Me every time they send Me money. I can also check My RHY Account online in the App or on the Website to see if a deposit has been received.

**b. Periodic Statements.** I will get electronic monthly statements for My RHY Account, unless there are no transfers in a particular month. In any case I will get the statement at least quarterly. I may obtain information about the available funds in My RHY Account and a history of My transactions on the Website or in the App or by calling Robinhood's toll-free customer service number at (888) 275-8523.

**7. ERROR AND DISPUTE RESOLUTION; TRANSACTION INFORMATION**

**a. Errors and Disputes.** If I believe that there are errors involving electronic funds transfers on My RHY Account or I have questions about My RHY Account, I understand that I can contact RHY in the following ways: by calling RHY at (888) 275-8523, write to RHY at Robinhood at 85 Willow Road, Menlo Park, CA 94025, and I can also contact RHY by visiting [robinhood.com/contact](http://robinhood.com/contact).

I understand that I should contact RHY or otherwise take an action described above through the Services as soon as I can if I believe that there is an error that has occurred on My RHY Account. I understand that I can report an error up to 60 days after the monthly account statement on which I believe the error occurred was first sent to Me. I also understand that RHY will need certain information from Me in order to investigate My claim, such as: (i) My name, phone number, and/or other identifying information for My RHY Account (ii) an explanation of why I believe there was an error; (iii) the dollar amount involved, to the extent known; and (iv) when I believe the error took place, if possible.

I understand that RHY may require Me to send My complaint or question in writing within 10 business days if I have contacted RHY by telephone. RHY will investigate promptly and determine whether an error occurred within 10 business days after I contact RHY, and if RHY determines that an error has occurred, will correct any such error promptly. I understand that if RHY needs more time, RHY may take up to 45 days to investigate My complaint or question. If RHY decides it is necessary to take up to the 45

days to investigate the error, RHY will provisionally credit My RHY Account within 10 business days for the amount I think is in error. This means I will have the money during the time RHY takes to complete its investigation. However, if RHY asks Me to put My complaint or question in writing and RHY does not receive the written response within 10 business days, RHY may, at its discretion, not credit My RHY Account. I understand that funds provisionally credited to My RHY Account will not be eligible for FDIC insurance until the day after the funds are available for My use.

For errors involving new RHY Accounts, point-of-sale, or foreign-initiated transactions, RHY may take up to 90 days to investigate My complaint or question. For new RHY Accounts, RHY may take up to 20 business days to credit My RHY Account for the amount I think is an error.

RHY will tell Me the results of its investigation into any error within three business days after RHY completes its investigation. If RHY decides that there was no error, RHY will send Me a written explanation, and I may ask RHY for copies of the documents used in RHY's investigation. If I need more information about RHY's error resolution procedures, I can call RHY at (888) 275-8523.

For purposes of these disclosures, RHY's business days are Monday through Friday, excluding federal holidays.

**b. My Liability for Unauthorized Transactions.** I understand that I must tell RHY at once if I believe that an electronic funds transfer has been made by a login to My RHY Account without My authorization (each, an "**Unauthorized Transaction**"). I understand that I can contact RHY by calling RHY at (888) 275-8523 or write to Robinhood at 85 Willow Road, Menlo Park, CA 94025. I can also contact RHY by visiting [robinhood.com/contact](https://robinhood.com/contact). If I inform RHY within two (2) business days (Monday through Friday, not including federal holidays), I understand that I can lose no more than \$50. However, if I do not tell RHY within two (2) business days after I learn of an Unauthorized Transaction, and RHY can prove that it could have stopped the Unauthorized Transaction if I had told RHY within that timeframe, I understand that I could lose as much as \$500.

Additionally, if any statement of mine shows an electronic funds transfer that I did not make, including those made by My RHY Account, the mobile application, a code, or any other means, I must also tell RHY at once. If I do not tell RHY within 60 days of the date RHY sent Me the first statement on which the Unauthorized Transaction appeared, I understand that I may not get back any funds associated with Unauthorized Transactions that occur after the 60 days if RHY can prove that such Unauthorized Transactions would not have occurred if I had told RHY in time. If My delay in telling RHY was due to extenuating circumstances, such as if I was taking extended travel or was hospitalized, RHY will extend the time periods.

I understand that Unauthorized Transactions are not considered to include: (i) giving someone access to My RHY Account (e.g., if I give them My username or password) or someone is otherwise an Authorized Card User and the person uses My RHY Account without My knowledge or permission, unless I have notified RHY that electronic transfers by that person are no longer authorized; (ii) I, or someone I am acting in concert with, act with fraudulent intent; or (iii) I make an error in providing payment instructions, including misidentifying a Recipient of a Pay Transfer.

**c. RHY Liability.** If RHY does not complete a transaction or fails to stop preauthorized transfers pursuant to this Agreement to or from My RHY Account on time or in the correct amount in

accordance with this Agreement, RHY will be liable for My losses or damages, subject to the following exceptions:

- (i) through no fault of RHY's, I do not have sufficient funds in My RHY Account, an External Bank Account, or an Affiliate Account to complete a transaction;
- (ii) My funds are subject to restriction by government or regulatory authority, court order, or facially valid subpoena, any other applicable legal process, or other encumbrances that restricts transactions;
- (iii) I am making a transaction at an ATM or using My RHY Card for a purchase and My RHY Account does not have sufficient funds for the transaction;
- (iv) if the RHY App or Website is not working properly and I know about the issue when I initiate the transaction; or
- (v) circumstances beyond the control of RHY prevent the transaction, despite RHY taking reasonable precautions to prevent such circumstances from occurring.

**d. Scams and Mistakes.** I understand and agree that RHY is not liable to me for payments I send, including Pay Transfers, even in the event I am subject to a third-party scam or I make a mistake in providing the payment information. I understand that I could lose all the funds associated with such payments. I further understand that I should only send payments, including Pay Transfers, to others that I know and trust, and I should carefully review all information before sending a payment.

**e. Other Disputes.** I understand that I may have different rights and obligations, including with respect to dispute resolution procedures, for My External Bank Accounts or My RHY Affiliate Accounts. I understand that I must consult the terms and conditions for any such applicable external funding source (including an RHY Affiliate Account) for the rights and resolution procedures I may have with respect to such accounts. My inquiries regarding disputes with any such third party should be directed to the third party, even if the third party is an RHY Affiliate Account.

## **8. ADDITIONAL FEATURES OF THE SERVICES.**

**a. FDIC Pass-Through Insurance.** I understand that when I load or receive funds in My RHY Account, the funds in My RHY Account Balance are held by RHY in pooled bank accounts for the benefit of RHY customers (or substantially similar titling) (such accounts, "**FBO Accounts**") at one or more FDIC-insured banks (currently, **JPMORGAN CHASE BANK, N.A.**). The selection of FDIC-insured banks is made by RHY in its sole discretion, and may be subject to change without notice. I agree and understand that RHY holds funds in such FBO Accounts as agent and custodian for RHY customers and I consent to RHY acting as My agent to do so. I further understand that these FBO Accounts are set up to provide pass-through FDIC insurance, meaning (subject to applicable limitations described below) in the event that a bank holding such FBO Accounts fails, I should be insured by the FDIC up to the coverage limit of \$250,000 in most instances. I understand that this coverage is limited to the aggregated amount of all of My deposits at **JPMORGAN CHASE BANK, N.A.** I also understand that FDIC insurance coverage is contingent upon RHY maintaining accurate records and based on determination of the FDIC as receiver at the time of the receivership should **JPMORGAN CHASE BANK, N.A.** fail. I further understand that My RHY Account Balance funds will not receive the benefit of FDIC insurance before they are placed in one of the FBO Accounts, and that in certain situations, RHY may make funds available to me through my RHY Account before the funds are placed into the FBO Accounts and are eligible for FDIC insurance. These situations include when funds from an ACH transfer are re-credited to My RHY Account because the ACH transfer was returned, funds are provisionally credited to My RHY Account during an error investigation, funds are



credited to My RHY Account for certain ACH transactions not initiated by RHY, funds are credited to My RHY Account through an external debit card funding transaction, in certain transfers from my Affiliate Accounts, and where funds are credited to My RHY Account in connection with Early Direct Deposit and the Rewards Program.

I understand that FDIC pass-through insurance protects Me against the risk of loss of funds in My RHY Account Balance in the event that the FDIC-insured bank where RHY deposits such funds were to fail. However, FDIC insurance does not protect Me against the risk of RHY insolvency. RHY believes that, in the unlikely event that RHY becomes insolvent, funds held on deposit in the FBO Accounts should be protected from creditors of RHY (or any RHY Affiliate). Nevertheless, even if funds in the FBO Accounts (or any other funds held by RHY associated with My RHY Account Balance) are protected from such creditors, I understand that in the event of insolvency I may not have access to those funds while any court or other legal proceedings related to such funds are pending.

**b. No Interest.** I understand that I will not receive any interest or other return on funds held with RHY.

**c. Early Direct Deposit.** I understand that RHY may provide Me with access to direct deposit funds on the day RHY's bank receives a payment file, which may be up to two (2) days earlier than the scheduled settlement date or up to four (4) days earlier for qualifying government payments ("**Early Funds**"). I understand that I am not guaranteed early access to direct deposit funds, and that early access to direct deposits on one occasion does not mean that I will have early access to direct deposit funds on future occasions. I understand that RHY's ability to provide Me with Early Funds also depends, in part, on when RHY's bank receives a payment file. I also understand that RHY reserves the right to restrict Early Funds, including the amount of the direct deposit funds, for any reason. In addition, I understand that if My direct deposit is reversed or returned, including, but not limited to situations where funds have been credited to My RHY Account in error or where the payee's bank reverses or returns the payment file, that RHY may restrict Early Funds and/or reverse any credit made to My RHY Account. I understand that My Early Funds are not eligible for FDIC pass-through insurance if provided to Me before RHY receives and deposits the actual direct deposit funds into My RHY Account.

**d. Pay & Request Service**

**i. Description of Service and Eligibility.** I may use the Pay & Request Service to send funds to or receive funds from (each, a "**Pay Transfer**") others using the Pay & Request Service (each, a "**User**") and to request funds from another User (each, a "**Request**"). I understand that My RHY Account must be in good standing for Me to be eligible to use the Pay & Request Service. I agree to use the Pay & Request Service only for personal, non-commercial purposes.

I understand that I should only use the Pay & Request Service with Users I know and trust.

**ii. Sending Pay Transfers.** I may direct RHY to send funds from My RHY Account to a User that I designate (each, a "**Recipient**") through the Pay & Request Service. When I initiate a Pay Transfer, I authorize RHY to debit My RHY Account in the amount I specify and to send those funds to My designated Recipient immediately. I understand and agree that when I initiate a Pay Transfer, processing will begin, and funds will be debited from My RHY Account, as early as the moment I submit the Pay Transfer. As a result, RHY may not be able to stop or cancel a Pay Transfer after I have submitted it.

I understand and agree that I am solely responsible for the accuracy of any information I provide in connection with a Pay Transfer including, but not limited to, the Recipient's name, username, mobile phone number, email address or other identifying information and the Pay Transfer amount. If I provide incorrect information for any Pay Transfer, I understand and agree that RHY is not required to stop, cancel or recover funds associated with the Pay Transfer and that I, not RHY, am responsible for the Pay Transfer, even if it is sent to an incorrect person or in an incorrect amount.

**iii. Receiving Pay Transfers.** I may receive funds to My RHY Account from another User through the Pay & Request Service. When I receive a Pay Transfer, I authorize RHY to credit My RHY Account in the amount of the Pay Transfer. I understand that most Pay Transfers will occur within minutes, but there may be circumstances when the Pay Transfer takes longer. Funds I receive from a Pay Transfer will be available when they are reflected in My RHY Account balance. I understand that once a Pay Transfer to Me is initiated, I may decline the transfer the first time it is initiated and sent to Me by a specified sender. Thereafter any Pay Transfers to Me initiated by such specified sender will be credited to My RHY Account automatically.

**iv. Requests.** I may send a Request to a User that I designate ("**Request Recipient**") to ask for payment from the Request Recipient in an amount I specify. I understand that the Request Recipient is not obligated to send Me funds upon receipt of my Request and may reject or ignore My Request. RHY does not guarantee that I will receive money from the Request Recipient when I send a Request or that I will receive the amount that I asked for.

I understand and agree that I am solely responsible for the accuracy of any information I provide in connection with a Request including, but not limited to, the Request Recipient's name, username, mobile phone number, email address or other identifying information and the Request amount. RHY is not responsible or liable if I provide incorrect information for any Request or if the Request Recipient rejects or ignores My Request or sends Me an amount that different from the amount I asked for.

I agree to receive Requests from other Users. I understand that I am not obligated to send funds to any User in response to a Request. If I chose to do so, I understand that I should only send funds to Users I know and trust and for legitimate amounts I owe to such User.

**v. Prohibited Uses.** I agree that I will not use the Pay & Request Service for any of the following (each, a "**Prohibited Use**"):

- Any business purposes, including to send, receive or request payment for a good or service;
- To send, receive or request money for the payment or collection of a debt;
- To request or receive funds owed to another person;
- To collect any funds owed pursuant to a court order; or
- Any purpose that violates applicable law or the [Robinhood App Use Standards](#).

RHY reserves the right to request information from Me about the purpose of any Pay Transfer or Request for any reason, including to determine compliance with this Agreement. RHY reserves the right to reject, cancel or reverse any Pay Transfer or Request that it suspects may be related to any Prohibited Use.

**vi. Cancellation and Termination.** RHY reserves the right to delay, reject, cancel or reverse a Pay Transfer or Request for any reason in its sole discretion, including to prevent fraud, verify the identity of the Users or meet its regulatory obligations. I authorize RHY to debit or credit My RHY Account, as applicable, in connection with any Pay Transfer that is rejected, canceled or reversed.

RHY may suspend or terminate My use of all or any portion of the Pay & Request Service at any time for any reason, with or without notice to Me, in RHY's sole discretion, including for any use of the Pay & Request Service in violation of this Agreement, the [Robinhood App Use Standards](#) or applicable law.

**vii. Limitation of Liability.** I understand that RHY will not be liable for My losses or damages resulting from, without limitation, the following instances:

- I do not have enough funds available in My RHY Account to complete the Pay Transfer;
- A Recipient declines a Pay Transfer or a Request Recipient refuses My Request;
- RHY rejects a Pay Transfer or Request because it has reason to believe the requested Pay Transfer or Request is unauthorized, violates this Agreement or is related to a Prohibited Use;
- I send a Pay Transfer or send funds in response to a Request resulting from a scam by a third party;
- I make an error when initiating a Pay Transfer and funds are sent to the incorrect User or in an incorrect amount;
- A Pay Transfer is reversed due to fraud or erroneous distribution (as described in Section 10 below);
- Circumstances beyond RHY's control (such as fire, flood, or computer or communication failure) prevent the completion of the Pay Transfer; or
- If any other liability exception applies under this Agreement or applicable law.

**e. Promotions and Rewards.** RHY may, from time to time, offer promotions and rewards in connection with My RHY Account. I understand such offers may be subject to additional terms and conditions, which may include eligibility requirements and restrictions. Unless otherwise provided in the additional terms and conditions, residents of Puerto Rico are not eligible for any promotions or rewards.

## **9. RIGHT OF OFFSET**

I authorize RHY to recover amounts I owe, and to debit, charge or otherwise exercise a right of offset to recover funds from the balance in My RHY Account, My External Bank Account, any Affiliate Account I own, or any other payment instrument linked to My RHY Account. This authorization and/or right of offset shall survive termination of My RHY Account and this Agreement. If RHY's attempt to recover funds is not successful, I agree that the authorization and/or right of offset hereunder includes a grant to RHY of any additional authorizations and/or rights of offset required to recover the amount I owe to RHY in complete compliance with any applicable laws, rules or industry regulations. RHY may take these actions without prior notice to Me.

## **10. ERRONEOUS DISTRIBUTIONS**

I authorize RHY to debit My RHY Account for any funds erroneously distributed to Me, including a Pay Transfer that was erroneously sent to Me. Where I have spent such funds, I agree to promptly reimburse RHY for the amount of the distribution.

## 11. RESTRICTIONS ON USE.

**a. Acceptable use policy.** I agree not to: (i) use the Services to upload, transmit, display, or distribute any content that (a) violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; or (b) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party, or is otherwise objectionable; (ii) upload, transmit, or distribute to or through the Services any computer viruses, worms, or any software intended to damage or alter a computer system or data; (iii) send through the Services unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iv) abuse other users' personal information that I receive through the Services, such as to harvest, collect, gather or assemble information or data regarding other users, including email addresses, without their consent; (v) interfere with, disrupt, or create an undue burden on servers or networks connected to the Services, or violate the regulations, policies or procedures of such networks; (vi) attempt to gain unauthorized access to the Services (or to other computer systems or networks connected to or used together with the Services), whether through password mining or any other means; (vii) interfere with any other user's use and enjoyment of the Services; (viii) impersonates any person or entity, including any employee or representative of RHY; (ix) use the services in a manner that would abuse the payment card association rules or payment card system; (x) use the Services, and conduct transactions in connection with the Services solely to earn points, perks and other similar rewards with My RHY Account; or (xi) use software or automated agents or scripts to produce multiple accounts on the Services, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Services (provided, however, that RHY conditionally grants to the operators of public search engines revocable permission to use spiders to copy materials from the website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, subject to the parameters set forth in our robots.txt file).

**b. Certain Restrictions.** By accessing and using the Services I agree that I will not, and will not permit any third party to: (i) license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services, whether in whole or in part, or any content displayed on the Services; (ii) frame or utilize framing techniques to enclose any trademark, logo, or other RHY content (including images, text, page layout or form) of RHY; (iii) modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Services; (iv) access or use the Services in order to build a similar or competitive website, product, or service; and (v) copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means any part of the Services, except as expressly permitted herein. Unless otherwise indicated, any future release, update, or other addition to the functionality of the Services shall be subject to this Agreement. All copyright and other proprietary notices on the Services (or on any content displayed on the Services) must be retained on all copies thereof.

## 12. RHY COMMUNICATIONS.

**a. Electronic Signatures.** I agree to transact business with RHY electronically. By electronically accepting the terms of this Agreement, I acknowledge and agree that such electronic signature is valid evidence of My consent to be legally bound by this Agreement and such subsequent terms as may govern the use of the Services. The use of an electronic version of any document fully satisfies any requirement that the document be provided to Me in writing. I accept notice by electronic means as reasonable and proper notice, for the purpose of any and all laws, rules and regulations.

**b. Telephone Conversations and Electronic Communications.** I understand and agree that RHY may record and monitor any telephone or electronic communications with Me. Unless otherwise agreed in writing in advance, RHY does not consent to the recording of telephone conversations by any third party or Me. I acknowledge and understand that not all telephone or electronic communications are recorded by RHY, and RHY does not guarantee that recordings of any particular telephone or electronic communications will be retained or capable of being retrieved. I also acknowledge and agree that RHY may maintain and retain records of all information, activity, and communications relating to My RHY Account and use of the Services.

**c. Oral Authorization.** I agree that RHY shall be entitled to act upon any oral instructions given by Me so long as RHY reasonably believes such instruction was actually given by Me or My authorized agent.

**d. Consent to Electronic Delivery of Documents.** By agreeing to electronic delivery, I am giving My informed consent to electronic delivery of all Account Documents, as defined below, other than those I have specifically requested to be delivered in paper form. “**Account Documents**” include any notices, disclosures, account statements, regulatory communications (such as privacy notices), tax-related documents, and any other information, documents, data, and records regarding My RHY Account and the RHY Services (including amendments to this Agreement) delivered or provided to Me by RHY and any other parties. Account Documents may be sent to Me at the mailing address for My RHY Account or the email address that I have given to RHY in My RHY Account application or at such other address as I may hereafter give RHY in writing or by email at least ten calendar days prior to delivery. All communications so sent, whether in writing or otherwise, shall be deemed given to Me personally when sent or posted by or on behalf of RHY, whether actually received or not. I agree that if RHY sends an email to the email address on record for My RHY Account, this constitutes “written notice” from RHY to Me, and that the date of receipt is considered to be the date of transmission. I understand that it is My sole responsibility to ensure that any emails from RHY or RHY Affiliates are not marked as SPAM. I acknowledge that RHY’s primary methods of communication with Me include (i) posting information via the Services, (ii) sending email(s) to My email address of record, and (iii) providing Me with notice(s) that will direct Me to the mobile application, website, or other elements of the Services where I can read and print such information. Unless otherwise required by law, RHY reserves the right to post Account Documents on the RHY mobile application or website without providing additional notice to Me. Regardless of whether or not I receive an e-mail notification, I agree to check the RHY mobile application and website regularly to avoid missing any information, including time-sensitive or otherwise important communication. Additionally, I acknowledge that the Internet is not a secure network and agree that I will not send any confidential information, including RHY Account numbers or passwords, in any unencrypted e-mails. I also understand that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties and agree to hold RHY, RHY Affiliates, and RHY and RHY Affiliates’ respective officers and employees harmless for any such access regardless of the cause.

**e. Costs.** Potential costs associated with electronic delivery of Account Documents may include charges from Internet access providers and telephone companies, and I agree to bear these costs. RHY and RHY Affiliates will not charge Me additional online access fees for receiving electronic delivery of Account Documents.

**f. Revocation of Consent.** Subject to the terms of this Agreement, I may revoke or restrict My consent to electronic delivery of Account Documents at any time by notifying RHY in writing of My intention to do so. I also understand that I have the right to request paper delivery of any Account

Document that the law requires RHY to provide Me in paper form. I understand that if I revoke or restrict My consent to electronic delivery of Account Documents or request paper delivery of same, RHY, in its sole discretion, may charge Me a reasonable service fee for the delivery of any Account Document that would otherwise be delivered to Me electronically, restrict or close My RHY Account, or terminate My access to the Services. I understand that neither My revocation or restriction of consent, My request for paper delivery, nor RHY's delivery of paper copies of Account Documents will affect the legal effectiveness or validity of any electronic communication provided while My consent was in effect.

**g. Duration of Consent.** My consent to receive electronic delivery of Account Documents will be effective immediately and will remain in effect unless and until either I or RHY revoke it. I understand that it may take up to three business days to process a revocation of consent to electronic delivery, and that I may receive electronic notifications until such consent is processed.

**h. Hardware and Software Requirements.** I understand that in order to receive and download electronic deliveries, I must have access to the Internet, a valid e-mail address, and the ability to download such applications as RHY may specify and to which I have access. I agree that I can download, save, or print any Account Documents I receive via electronic delivery for My records. I will maintain a valid e-mail address and continue to have access to the Internet.

**i. Generally.** I may have the opportunity to provide RHY with My phone number or e-mail address. By providing My phone number or email address to RHY, I consent to receive SMS/text messages, and email communications from RHY. Communications from RHY may include communications about My use of the Services.

**j. Promotional Email Communications.** If I opt-in to receive marketing or promotional email communications from RHY, I will have the ability to opt out of receiving such communications by following the unsubscribe instructions in the communication itself. I ACKNOWLEDGE THAT I AM NOT REQUIRED TO CONSENT TO RECEIVE PROMOTIONAL EMAILS AS A CONDITION OF USING THE SERVICES. CONSENT TO THESE PROMOTIONAL MESSAGES IS NOT REQUIRED TO ACCESS THE SITE OR SERVICES.

### **13. ACCESS TO THE SERVICES.**

**a. Access and Use.** Subject to this Agreement, RHY grants Me a non-transferable, non-exclusive, revocable, limited right to access and use the Services solely for My own personal, noncommercial use.

**b. Modification.** Subject to limitations imposed by applicable law, RHY reserves the right, at any time, to modify, suspend, or discontinue the Services (in whole or in part) with or without notice to Me. Notwithstanding applicable obligations relating to any funds in My RHY Account, I agree that RHY will not be liable to Me or to any third party for any modification, suspension, or discontinuation of the Services or any part thereof.

**c. No Support or Maintenance; Necessary Equipment.** RHY has no obligation to provide Me with any support or maintenance in connection with the Services. I am solely responsible for fees such as Internet connection or mobile fees that I incur when accessing the Services.

**d. Application License.** Subject to My compliance with the Agreement, RHY grants Me a limited non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of the RHY mobile application on a single mobile device or computer that I own or control and to

run such copy of the RHY mobile application solely for My own personal, noncommercial purposes. Furthermore, with respect to any mobile application accessed through or downloaded from the Apple App Store (an “**App Store Sourced Application**”), I will only use the App Store Sourced Application (a) on an Apple-branded product that runs the iOS (Apple’s proprietary operating system) and (b) as permitted by the “Usage Rules” set forth in the Apple App Store Terms of Service. Notwithstanding the first sentence in this section, with respect to any Application accessed through or downloaded from the Google Play store (a “**Google Play Sourced Application**”), I may have additional license rights with respect to use of the mobile application on a shared basis within RHY’s designated family group.

**e. Updates.** I understand that the Services are evolving. As a result, RHY may require that I accept updates to the Services that I have installed on My computer or mobile device. I acknowledge and agree that RHY may update the Services with or without notifying Me. I may need to update third-party software from time to time in order to use Services.

**f. Downtime.** I agree and understand that part or all of the Services may periodically be unavailable during scheduled maintenance or unscheduled downtime (“**Downtime**”). I agree and understand that RHY is not liable or responsible to Me for any inconvenience or losses to Me as a result of Downtime.

#### **14. OWNERSHIP.**

**a. The Services.** I agree that RHY and its Affiliates (to the extent applicable) and its suppliers own all rights, title and interest in and to the Services (including but not limited to, any computer code, themes, objects, characters, character names, stories, dialogue, concepts, artwork, animations, sounds, musical compositions, audiovisual effects, methods of operation, moral rights, documentation, and RHY software). I will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any of the Services.

**b. Copyright/Trademark Information.** Copyright © 2022, Robinhood Money, LLC. All rights reserved. All trademarks, logos and service marks (“**Marks**”) displayed on the Services are RHY’s property or the property of other third parties. I am not permitted to use these Marks without RHY’s prior written consent or the consent of such third parties which may own the Marks. All goodwill generated from the use of any Marks will insure RHY’s benefit.

**c. RHY Content.** I agree that I have no right or title in or to any RHY content that appears on or in the Services.

**d. Feedback.** I agree that submission of any ideas, suggestions, documents, and/or proposals to RHY through its suggestion, feedback, wiki, forum, or similar pages (“**Feedback**”) is at My own risk and that RHY has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. I represent and warrant that I have all rights necessary to submit the Feedback. I hereby grant to RHY a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Services and/or RHY’s business.

#### **15. COMPLIANCE WITH THE GOVERNMENT; ACCOUNT SUSPENSION AND INVESTIGATIONS.**

I acknowledge and agree that RHY has the right to immediately (i) cause to be suspended My RHY Account or any other account I may now or in the future have with an Affiliate (i.e., an "Affiliate Account," as defined herein), to the extent permitted by the customer agreement with an Affiliate for such an Affiliate Account, (ii) cause the funds and assets in My RHY Account and any Affiliate Account to be frozen, and (iii) investigate My RHY Account, until a determination has been made, if (A) RHY suspects, in its sole discretion, My RHY Account or any Affiliate Account to be in violation of this Agreement, RHY's Anti-Money Laundering ("AML") program or that of any of RHY's Affiliates, any applicable laws or regulations, or any other applicable policies; (B) RHY or any of RHY's Affiliates are required to do so by a government or regulatory authority, court order, or facially valid subpoena; (C) My RHY Account or any Affiliate Account is subject to any pending litigation, investigation, or governmental proceeding; (D) My RHY Account has a negative balance because a loading of funds to My RHY Account failed for any reason (e.g., My ACH deposit was returned to My bank); (E) RHY believes that there is suspicious or unusual activity in My RHY Account or any Affiliate Account or suspect that I am using My RHY Account or other account information in an unauthorized or inappropriate manner; (F) RHY suspects, or are investigating, fraud or other potential illicit activity involving My RHY Account or an Affiliate suspects or is investigating any such activity involving an Affiliate Account; or (G) I have not accessed My RHY Account in two (2) years or more. RHY may provide Me with notice of any such suspension of My RHY Account if legally permitted to do so. In connection with My use of My RHY Account and the Services, I agree that I will cooperate in an investigation concerning activity that potentially violates the law or this Agreement.

## **16. DISCLAIMER OF WARRANTIES AND CONDITIONS.**

**a. As Is.** I EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, MY USE OF THE SERVICES, MY RHY ACCOUNT, AND MY RHY CARD IS AT MY SOLE RISK, AND THE SERVICES, MY RHY ACCOUNT AND MY RHY CARD ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. RHY EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE SERVICES.

**i.** RHY MAKES NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE SERVICES WILL MEET MY REQUIREMENTS; (2) MY USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE.

**ii.** ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SERVICES IS ACCESSED AT MY OWN RISK, AND I SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO MY PROPERTY, INCLUDING, BUT NOT LIMITED TO, MY COMPUTER SYSTEM AND ANY DEVICE I USE TO ACCESS THE SERVICES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

**iii.** THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. RHY MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES.

**iv.** NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM RHY OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.



**v.** FROM TIME TO TIME, RHY MAY OFFER NEW “BETA” FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT RHY’S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

**b. No Liability for Conduct of Third Parties.** I ACKNOWLEDGE AND AGREE THAT RHY IS NOT LIABLE, AND I AGREE NOT TO SEEK TO HOLD RHY LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH ME.

**c. RHY’s Liability to Me is Limited.** RHY is not liable or responsible for failed transactions under the following circumstances: (a) there are insufficient funds in My RHY Account to complete the transaction, through no fault of RHY; (b) RHY has reason to believe the transaction I have requested is unauthorized; (c) the ATM I choose for a cash withdrawal does not have sufficient cash; (d) access to funds in My RHY Account have been blocked after I’ve reported My Card lost or stolen in accordance with the terms of the agreement between Me and the issuing bank; (e) a transaction cannot be completed because My Card is damaged; (f) a business or organization refuses to accept My Card; (g) a transfer to My non-Robinhood debit card and/or My External Bank Account is refused, rejected or delayed by My bank; (h) the Recipient of a Pay Transfer refuses payment; (i) the content or information I supply to RHY is incorrect, incomplete, ambiguous or untimely; or (j) there is a hold on My RHY Account, or My funds are subject to legal or administrative process or another similar encumbrance limiting their use, or My access to My RHY Account is otherwise suspended or limited in accordance with Sections 3 and 9 of this Agreement.

**d. Third-Party Materials.** As a part of the Services, I may have access to materials that are hosted by another party. I agree that it is impossible for RHY to monitor such materials and that I access these materials at My own risk.

## **17. LIMITATION OF LIABILITY.**

**Disclaimer of Certain Damages.** I UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW IN THE APPLICABLE JURISDICTION, IN NO EVENT SHALL RHY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, IN EACH CASE WHETHER OR NOT RHY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH (i) THE USE OR INABILITY TO USE, OR THE UNAVAILABILITY OF, THE SERVICES; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF MY TRANSMISSIONS OR DATA; (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (iv) ANY OTHER MATTER RELATED TO THE SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. IN ALL CASES, RHY WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE, AND RHY WILL NOT BE RESPONSIBLE, UNDER ANY CIRCUMSTANCES, FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR MY RHY ACCOUNT, OR THE INFORMATION CONTAINED THEREIN.

CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO ME, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY

TO ME, AND I MIGHT HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN RHY AND ME.

**18. TERM AND TERMINATION.**

**a. Term.** The Agreement commences on the earlier to occur of (a) the date I first use the Services or (b) the date I accept the Agreement (in accordance with the preamble above), and will remain in full force and effect while I use the Services, unless earlier terminated in accordance with the Agreement.

**b. Termination of Services by RHY.** RHY may suspend or terminate My rights to use the Services (including My RHY Account) at any time for any reason at RHY's sole discretion, including for any use of the Services in violation of this Agreement or if I move to state where RHY is not licensed. Upon termination of My rights under this Agreement, My RHY Account and right to access and use the Services will terminate immediately. I understand that any termination of My RHY Account may involve deletion of any content associated with My RHY Account. RHY will not have any liability whatsoever to Me for any termination of My rights under this Agreement, including for termination of My RHY Account. Even after My rights under this Agreement are terminated, any provisions which should naturally survive any termination or expiration shall survive such termination or expiration.

**c. Termination of Services by Me.** I may terminate the Services by (a) notifying RHY in writing at RHY's address set forth at the beginning of this Agreement and (b) discontinuing use of My RHY Account and the Services.

**d. Pending Transactions; RHY Account Balance.** If either I or RHY terminate my RHY Account, all pending transactions will be processed and RHY may restrict My ability to make new transactions. I may withdraw the balance of My RHY Account, less any applicable fees or other amounts I owe to RHY, subject to the terms in this Agreement and any other account restrictions. If there are funds remaining in My RHY Account when it is terminated, I authorize RHY to transfer the remaining funds to My RHY Affiliate Account. If I do not have an RHY Affiliate Account, I authorize RHY to transfer the remaining funds to My External Bank Account. If I do not have an External Bank Account, I understand and agree that RHY will send Me a check for the remaining funds to My last known address on file with RHY. If any termination or expiration of My RHY Account occurs concurrently with an investigation, RHY may hold My funds until the finalization of such investigation.

**e. Inactive Accounts.** If My RHY Account is inactive for an extended amount of time, then the funds therein may be deemed "unclaimed" or "abandoned" under My state's laws. In such an event, RHY will provide Me with notice as required by applicable law and will treat such funds in accordance with the escheat laws as required.

**f. No Subsequent Registration.** If My registration(s) with, or ability to access, the Services, is discontinued by RHY due to My violation of any portion of the Agreement or for conduct otherwise inappropriate for the community, then I agree that I shall not attempt to re-register with or access the Services through use of a different member name or otherwise. If I violate the immediately preceding sentence, RHY reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to Me.

**19. DISPUTE RESOLUTION.** Please read the following arbitration agreement in this section (“Arbitration Agreement”) carefully. It requires Me to arbitrate disputes with RHY and limits the manner in which I can seek relief from RHY.

**a. Applicability of Arbitration Agreement.** This Arbitration Agreement shall apply, without limitation, to all disputes or claims and requests for relief that arose or were asserted before the effective date of this Agreement or any prior version of this Agreement.

**b. Arbitration Rules and Forum.** RHY and I agree to attempt informal resolution of any dispute arising in connection with this Agreement, My RHY Account, or the RHY Services prior to any demand for adjudication of any kind and to notify each other in writing of any such dispute within thirty calendar days of when it arises. Notice to RHY shall be sent to support@robinhood.com. RHY and I further agree that if we cannot solve such dispute informally, any such dispute shall be finally settled in binding arbitration, on an individual basis, in accordance with the American Arbitration Association’s rules for arbitration of consumer-related disputes. The arbitration will occur, at My election, in the county of My domicile or in San Francisco, California and will be conducted confidentially by a single, neutral arbitrator. RHY agrees to bear My attorney’s fees, costs, and expenses, provided that I agree to pay the cost of the arbitration if RHY is the prevailing party in the arbitration. The arbitrator may award any relief that a court of competent jurisdiction could award, including attorneys’ fees when authorized by law, and the arbitral decision may be enforced in any court. Any dispute between the parties will be governed by this Agreement and the laws of the State of California and applicable United States law, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. RHY and I further agree that the state or federal courts in San Francisco, California have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration. Notwithstanding anything to the contrary in this Section, RHY and I retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement or misappropriation of intellectual property rights, including copyrights, trademarks, trade secrets, database rights, and patents. In the event the prohibition on class arbitration or any other provision of this Section is deemed invalid or unenforceable, then I agree and understand that the remaining portions of the arbitration provisions in this Section will remain in full force and effect.

**c. Authority of Arbitrator.** The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any assertion that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of Me and RHY. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum’s rules, and the Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon each of us.

**d. Waiver of Jury Trial.** RHY AND I HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. RHY and I are instead electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this

Arbitration Agreement, except as specified in Section 17(a) (Application of Arbitration Agreement) above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

**e. Waiver of Class or Other Non-Individualized Relief.** I AGREE THAT ALL DISPUTES, CLAIMS, AND REQUESTS FOR RELIEF WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE PERSON CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER PERSON. If a decision is issued stating that applicable law precludes enforcement of any of this section's limitations as to a given dispute, claim, or request for relief, then such aspect must be severed from the arbitration and brought into the State or Federal Courts located in the State of California. All other disputes, claims, or requests for relief shall be arbitrated.

**f. Severability.** Except as provided in Section 17(d) (Waiver of Class or Other Non-Individualized Relief), if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

**g. Survival of Agreement.** This Arbitration Agreement will survive the termination of My relationship with RHY.

## 20. GENERAL PROVISIONS.

**a. Release.** I hereby release RHY and its successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from My use of the Services, including but not limited to, any interactions with or conduct of other users or Third-Party Services of any kind arising in connection with or as a result of the Agreement or My use of the Services. If I am a California resident, I hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." The foregoing release does not apply to any claims, demands, or any losses, damages, rights and actions of any kind, including personal injuries, death or property damage for any unconscionable commercial practice by RHY or for fraud, deception, false, promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Services.

**b. Assignment.** The Agreement, and My rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by Me without RHY's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

**c. Force Majeure.** RHY shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, pandemic, epidemic, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

**d. Exclusive Venue.** To the extent the parties are permitted under this Agreement to initiate litigation in a court, both RHY and I agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in California.

**e. Governing Law.** THE TERMS AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF CALIFORNIA, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THE AGREEMENT.

**f. Choice of Language.** It is the express wish of the parties that the Agreement and all related documents have been drawn up in English

**g. Notice.** Where RHY requires that I provide an e-mail address, I am responsible for providing RHY with My most current e-mail address. In the event that the last e-mail address I provided to RHY is not valid, or for any reason is not capable of delivering to Me any notices required/permitted by the Agreement, RHY's dispatch of the e-mail containing such notice will nonetheless constitute effective notice.

**h. Waiver.** Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**i. Severability.** If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

**j. Export Control.** I may not use, export, import, or transfer the Services except as authorized by U.S. law. In particular, but without limitation, the Services may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Services, I represent and warrant that (i) I am 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) I am not listed on any U.S. Government list of prohibited or restricted parties. I also will not use the Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. I acknowledge and agree that products, services or technology provided by RHY are subject to the export control laws and regulations of the United States. I shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer RHY products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

**k. Electronic delivery of Account Information.** All communications, notices, legal disclosures, and other materials related to My RHY Account or this Agreement, including account statements, notices, disclosures, regulatory communications and other information, documents, data and records regarding My RHY Account (the "Communications"), or an alert that any such Communication has been posted to the secure section of the Platform, and is available for viewing, may be sent to Me at the mailing address for My RHY Account or the e-mail address that I have given to Robinhood or at such other address as I may hereafter give Robinhood in writing or by e-mail at least ten days prior to delivery, and

all communications so sent, whether in writing or otherwise, shall be deemed given to me personally, whether actually received or not.

**l. Compliance with Law.** I agree that I will comply with all applicable laws in all of My activities in connection with the Services.

**m. Entire Agreement.** The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

This Agreement is effective as of the Revision Date set forth above.

BY CLICKING "ACCEPT", I AGREE: (1) I HAVE READ AND ACCEPT THE TERMS OF THE THIS [ROBINHOOD MONEY SPENDING ACCOUNT AGREEMENT](#) AND ALL INCORPORATED DISCLOSURES, AND I HAVE RETAINED COPIES FOR MY RECORDS; (2) TO OPEN A ROBINHOOD MONEY SPENDING ACCOUNT; AND (3) IF I AM AN EXISTING CUSTOMER OF RHY'S AFFILIATE, I UNDERSTAND RHY WILL OBTAIN AND USE BANKING INFORMATION I PROVIDED TO RHY'S AFFILIATE IN CONNECTION WITH FUNDING MY SPENDING ACCOUNT.