

Terms and Conditions

Last updated version on December 21 , 2023

Please read this Gabriel Money User Agreement (the “Agreement”) carefully. This Agreement sets forth a legal agreement between you (“you” or “your”) and Gabriel Money, Inc., its subsidiaries and affiliates (collectively, “Gabriel Money”, “we”, “us” and/or “our”) regarding your use of the websites, mobile application (the “Application”) and/or technology platform (collectively, the Services”) offered, operated or made available by Gabriel Money. This Agreement applies when you access, interact with, sign up for or use any of the Gabriel Money Services and is binding as of the first date you access, use, interact with or sign up for any Services. Other aspects of the Services may be covered by other terms, conditions and agreements with Gabriel Money or third parties such as financial institutions.

We may amend these Terms and Conditions at any time by posting the revised Terms and Conditions on the Site and Application. Your continued use of the Site, Application or Services after we have posted revised Terms of and Conditions signifies your acceptance of such revised Terms and Conditions. You can see when these Terms of and Conditions were last revised by referring to the “Updated” legend above. All revisions to the Terms of and Conditions are effective immediately when we post them on the Site and Application, and will apply to all access to, and use of, the Site and Application thereafter.

Acceptance of Agreement

By accessing and/or using the Services, you acknowledge that you have read, understood, and agree to be bound by the following terms of conditions set forth in this Agreement. If you do not agree with these terms and conditions, you may not access or use the Services.

Bank Services Governed by Separate Bank Documents

You may be eligible to apply for a Gabriel Secured Card, which is a charge card secured by a deposit account, both of which are issued by Evolve Bank & Trust, Member FDIC (“Bank”). You may apply for a Gabriel Secured Card through the Gabriel Money app. During the application process and periodically thereafter, you will be presented with certain agreements, disclosures, notices, and other information (“Bank Documents”) governing your relationship with the Bank as it pertains to the card, account, and related services described in the Bank Documents (“Bank

Services”). Bank is the financial institution that provides the Bank Services. Gabriel Money facilitates the delivery of Bank Services by obtaining, processing, and sharing your information and transaction instructions with Bank, but Gabriel Money does not hold or transfer your money or extend credit to you. Gabriel Money may offer its own services, or the services of other third parties, that are separate from the Bank Services described in the Bank Documents (“Non-Bank Services”). Bank is not responsible or liable for the Non-Bank Services, even if the Non-Bank Services are financial in nature and seem related to the Bank Services. Please refer to the terms and conditions governing the Non-Bank Services for more information.

Privacy Policy

Please read the Gabriel Money [Privacy Policy](#) carefully for information relating to our collection, use, and disclosure of your personal information. By accessing or using the Services you agree to Gabriel Money’s [Privacy Policy](#).

Use of Gabriel Money Services

You may not use the Services in any manner that may impair, overburden, damage, disable or otherwise compromise (i) Gabriel Money’s Services; (ii) any other party’s use and enjoyment of the Services; or (iii) the services and products of any third parties including, without limitation, any device through which you access the Application (the “Authorized Device”). You agree to comply with all applicable laws and regulations governing the downloading, installation and/or use of the Application, including, without limitation, any usage rules set forth in the online application store terms of service.

Updates to Application

From time to time, Gabriel Money may automatically check the version of the Application installed on the Authorized Device and, if applicable, provide updates for the Gabriel Money Application (“Updates”). Updates may contain, without limitation, bug fixes, patches, enhanced functionality, plug-ins and new versions of the Gabriel Money Application. By installing the Application, you authorize the automatic download and installation of Updates and agree to download and install Updates manually if necessary. Your use of the Application and Updates will be governed by this Agreement (as amended by any terms and conditions that may be provided with Updates). Gabriel Money reserves the right to temporarily disable or permanently discontinue any and all functionality of the Application at any time without notice and with no liability to you.

Eligibility

You must be at least eighteen (18) years old to use the Services. By agreeing to this Agreement you represent and warrant to us: (i) that you are at least eighteen (18) years old; (ii) that you have not previously been suspended, removed or deactivated from the Services; and (iii) that your registration and your use of the Services is in compliance with any and all applicable laws and regulations.

Accounts

a. **Account Creation.** In order to use the Services, you must create an account (an “Account”) with Gabriel Money. You agree that the information you provide to Gabriel Money on registration and at all other times, will be true, accurate, current, and complete, and that you will keep this information accurate and up-to-date at all times. We also request that you create a password for your Account. You agree not to disclose your password to anyone else, and you also agree you will be solely responsible for any activities or actions taken under your Account, whether or not authorized by you. Please notify us immediately of any unauthorized use of your password or Account. We are not liable for any loss or damage from your failure to comply with these requirements.

b. **Identity Verification.** You hereby authorize Gabriel Money, directly or through third parties, to make any inquiries we consider necessary to validate your identity and/or authenticate your identity and Account information. This may include asking you for further information and/or documentation about your identity, or requiring you to take steps to confirm ownership of your email address, wireless/cellular telephone number or financial instruments, and verifying your information against third party databases or through other sources.

Gabriel Money Membership

You must be a member of Gabriel Money to access Gabriel Money Services. When you sign up for an account with Gabriel Money you immediately become a member of Gabriel Money and will obtain access to its services. Gabriel Money might charge a (annual/monthly) fee for its membership at its own discretion. If you do not agree with these terms and conditions, you may not access or use the Services.

Text Messages

Text Messages. By providing us with a telephone number for a cellular phone or other wireless device and opting into transactional messages, you agree to receive

autodialed and pre-recorded, non-marketing, service-related text messages from or on behalf of Gabriel Money at the phone number provided. Gabriel Money will send you news and updates, including recommendations to help make the most of your Gabriel Money account(s) and access select Gabriel Money features. Message frequency varies.

By providing us with a telephone number for a cellular phone or other wireless device and opting into promotional messages, you consent to receive autodialed and pre-recorded text messages from or on behalf of Gabriel Money at the number provided for marketing or promotional purposes. Message frequency varies. You understand that consent to marketing-related messages is not a condition of using the Services. To stop receiving marketing-related messages, you may reply STOP to any marketing-related text message you receive from Gabriel Money. After you text "STOP" to us, we will send you a text to confirm that you have been unsubscribed. After this, you will no longer receive text messages from us. If you are experiencing issues with the messaging program you can reply with the keyword "HELP" for more assistance, or you can get help directly at support@gabriel.money. Standard message and data rates may apply to both non-marketing and marketing-related messages. Carriers are not liable for delayed or undelivered messages.

Push Notifications

By agreeing to this Agreement, you agree to receive push notifications from us. You can opt out of receiving push notifications through your device settings. Please note that opting out of receiving push notifications may impact your use of the Services.

Third Party Websites

The Services, including our websites, may contain links to third-party websites. The linked sites are not under our control, and we are not responsible for the contents of any linked site. We provide these links as a convenience only, and a link does not imply our endorsement of, sponsorship of, or affiliation with the linked site. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any of these third parties' services or websites.

User Content

Gabriel Money does not claim ownership of the content that you provide, upload, submit or send through the Services or to Gabriel Money. You understand and agree

that all materials transmitted on or through the Services are the sole responsibility of the sender, not Gabriel Money, and that you are responsible for all material you provide, upload, submit or send to or through the Services. When you provide content to Gabriel Money or through the Services, you grant Gabriel Money (and parties that we work with) a non-exclusive, irrevocable, royalty-free, transferable, and worldwide license to use your content and associated intellectual property and publicity rights in any manner and for any purpose, including to improve the Services and create other products and services. Gabriel Money will not compensate you for any of your content. You acknowledge that Gabriel Money's use of your content will not infringe any intellectual property or publicity rights. Further, you acknowledge and warrant that you own or otherwise control all of the rights of the content you provide, and you agree to waive your moral rights and promise not to assert such rights against Gabriel Money.

Feedback

If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Services ("Feedback"), then you hereby grant Gabriel Money an unrestricted, perpetual, irrevocable, non-exclusive, fully paid, royalty free right to exploit the Feedback in any manner and for any purpose, including to improve the Services and create other products and services.

Prohibited Conduct

BY USING THE SERVICES YOU AGREE NOT TO: (a) breach this Agreement or any other agreement between you and Gabriel Money or violate any Gabriel Money policy; (b) access or use any part of the Services for any non-personal, commercial purpose; (c) access or use the Services for any illegal purpose or violate any law, statute, ordinance, or regulation; (d) attempt to gain unauthorized access to any other user's Account; (e) modify or attempt to modify or in any way tamper with, circumvent, disable, damage or otherwise interfere with the Services; (f) access or use the Services in a way that may infringe upon the intellectual property or other rights of any third party, including, without limitation, trademark, copyright, privacy, or publicity rights; or (g) provide false, inaccurate or misleading information; (h) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Services or any part thereof (including any Application), except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

- (i) modify, adapt, translate or create derivative works based upon the Services or any part thereof, except and only to the extent the foregoing restriction is expressly prohibited by applicable law; or
- (j) copy, distribute, transfer, sell or license all or part of the Services;
- (k) transfer the Application to, or use the Application on, a device other than the Authorized Device;
- (l) intentionally interfere with or damage operation of the Services or any user's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code.
- (m) take any action to circumvent, compromise or defeat any security measures implemented in the Services;
- (n) use the Services to access, copy, transfer, retransmit or transcode information, Gabriel Money logos, marks, names or designs or any other content in violation of any law or third party rights; or
- (o) remove, obscure, or alter Gabriel Money's (or any third party's) copyright notices, trademarks, or other proprietary rights notices affixed to or contained within or accessed through the Services.

Modification of Agreement

Gabriel Money reserves the right, in its sole discretion, at any time to modify, augment, limit, suspend, discontinue or terminate any or all of the Services without advance notice. All modifications and additions to the Services shall be governed by this Agreement, unless otherwise expressly stated by Gabriel Money in writing. Gabriel Money may, from time to time, modify the Agreement. Please check this Agreement periodically for changes. Your continued use of the Services after the changes become effective constitutes your binding acceptance of such changes. In the event that a change to this Agreement materially modifies your rights or obligations, we will make an effort to notify you of the change, such as by sending you an email to the address we have on file for you, or presenting a pop-up window or other notification to you through the Services when you log in, and we may require that you accept the modified Agreement in order to continue to use the Services. Immaterial modifications are effective upon publication, and material changes will be effective upon the earlier of (a) continued use of the Services with actual knowledge of the modification, or (b) thirty (30) days following the change. For the avoidance of doubt, disputes arising hereunder will be resolved in accordance with the Agreement in effect at the time the dispute arose. You can determine when this Agreement was last revised by referring to the "LAST UPDATED" legend at the top of then-current version of this Agreement.

Term

This Agreement is effective beginning when you accept the Agreement or first download, install, access, or use the Services, and ending when terminated as described in section below.

Termination

(a) **Termination by Gabriel Money.** Without limiting other remedies, Gabriel Money may immediately terminate or suspend your access to and/or use of the Gabriel Money Services and remove, subject to any regulatory retention requirements, any material from the Services or our servers, in the event that you breach this Agreement. Notwithstanding the foregoing, we also reserve the right to terminate, limit or suspend your access to or use of the Gabriel Money Services at any time and for any reason or no reason, including: (i) where we determine in our sole discretion that such action is reasonable in order to comply with legal requirements or to protect the rights or interests of Gabriel Money or any third party; or (ii) in connection with any general discontinuation of the Services. We also reserve the right to modify the Services at any time without notice to you. We will have no liability whatsoever on account of any change to the Services or any suspension or revocation of your access to or use of the Services.

(b) **Termination by You.** You may terminate acceptance of this Agreement at any time by permanently deleting the Application in its entirety from the Authorized Device, whereupon (and without notice from Gabriel Money) any rights granted to you herein will automatically terminate. If you fail to comply with any provision of this Agreement, any rights granted to you herein will automatically terminate. In the event of such termination, you must immediately delete the Application from the Authorized Device.

Effect of Termination

Upon termination of this Agreement: you understand and acknowledge that we will have no further obligation to provide or allow access to your Account or the Services. Upon termination, all licenses and other rights granted to you by this Agreement will immediately cease. Gabriel Money is not liable to you or any third party for termination of the Services or termination of your use of the Services. UPON ANY TERMINATION OR SUSPENSION, ANY INFORMATION THAT YOU HAVE SUBMITTED, UPLOADED OR OTHERWISE MADE AVAILABLE ON, TO OR THROUGH THE GABRIEL MONEY SERVICES OR THAT WHICH IS RELATED TO YOUR ACCOUNT MAY NO LONGER BE ACCESSED BY YOU. Furthermore, except as may be required by applicable law or as provided in our Privacy Policy, Gabriel Money will have no obligation to store or maintain (or delete or

destroy) any information stored in our database or to forward any information to you or any third party.

Intellectual Property Rights

You hereby acknowledge that Gabriel Money owns all rights, title and interest in and to the Services and to any and all proprietary and confidential information contained therein ("Gabriel Money Information"). The Services and Gabriel Money Information, including visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, software, services, look-and-feel, and all other elements of the Services, are protected by applicable intellectual property and other laws, including patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

Copyright Policy

(a) Gabriel Money respects the intellectual property rights of others and expects you to do the same. Accordingly, we will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or through the Services infringe your copyright, you may request removal of those materials (or access to them) from the Services by submitting written notification to our Copyright Agent (designated below).

(b) In accordance with the Digital Millennium Copyright Act of 1998, (17 U.S.C. § 512) ("DMCA") the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>, the written notice (the "DMCA Notice") must include substantially the following:

- (i) your full legal name, telephone number, and email address;
- (ii) and physical or electronic signature;
- (iii) identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Services, a representative list of such works;
- (iv) identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material;
- (v) a statement by that you have a good faith belief that the disputed use has not been authorized by the copyright owner, its agent, or the law;
- (vi) a statement by you made under penalty of perjury, that the information in your notice is accurate, that you are the copyright owner or authorized to act on the copyright owner's behalf; and

(vii) your electronic or physical signature or the electronic or physical signature of the person authorized to act on your behalf.

(c) Our designated Copyright Agent to receive DMCA Notice is: Lawrence & Bundy at 1180 West Peachtree Street, NW Suite 1650, Atlanta, GA 30309

(d) If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the Services is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

Indemnification

To the fullest extent permitted by law, you agree to indemnify, defend and hold Gabriel Money and all of its successors, parents, subsidiaries, affiliates, officers, directors, stockholders, investors, employees, agents, representatives and attorneys and their respective heirs, successors and assigns (collectively, the "Indemnified Parties"), harmless from and against any and all claims, liabilities, losses, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by the Indemnified Parties arising out of or relating to (i) your access to, use of or alleged use of the Services; (ii) your violation of this Agreement or any representation, warranty, or agreements referenced herein, or any applicable law or regulation; (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) any disputes or issues between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim. You shall cooperate as fully as reasonably required in the defense of any such claim. Gabriel Money reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you. You agree not to settle any matter without the prior written consent of Gabriel Money.

Disclaimers; No Warranties

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". EXCEPT AS REQUIRED BY LAW, GABRIEL MONEY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS REGARDING THE SERVICES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, QUIET ENJOYMENT, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, FREEDOM FROM VIRUSES OR OTHER HARMFUL CODE, FITNESS FOR

ANY PARTICULAR PURPOSE, OR ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE. SPECIFICALLY, BUT WITHOUT LIMITATION, GABRIEL MONEY DOES NOT WARRANT THAT: (1) THE INFORMATION PROVIDED IN, OR THAT MAY BE OBTAINED FROM USE OF, THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE CORRECT, ACCURATE, UP-TO-DATE, OR RELIABLE; (2) THE SERVICES BE UNINTERRUPTED OR ERROR-FREE; (3) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED BY OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS; OR (4) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. YOU ASSUME ALL RISK FOR ALL DAMAGES, INCLUDING DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE DEVICE OR LOSS OF DATA THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICE. YOU HEREBY ACKNOWLEDGE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE INDEMNIFIED PARTIES NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OPERATING OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR ANY OTHER LEGAL THEORY, WHETHER OR NOT THE INDEMNIFIED PARTIES HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE WHERE SUCH DAMAGES RESULT FROM: (i) YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SERVICES, OR (ii) ANY PURCHASE OF A THIRD PARTY PRODUCT OR SERVICE BASED ON INFORMATION CONTAINED IN THE GABRIEL MONEY SERVICES, INCLUDING THE AVAILABILITY OF A COUPON. YOU SPECIFICALLY ACKNOWLEDGE THAT THE INDEMNIFIED PARTIES ARE NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. FURTHER, THE INDEMNIFIED PARTIES WILL HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY THIRD-PARTY CONTENT UPLOADED ONTO OR DOWNLOADED FROM THE SITE OR THROUGH THE SERVICE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CERTAIN CIRCUMSTANCES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THIS AGREEMENT. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 21 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

DISPUTE RESOLUTION

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH US AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

You agree that any dispute between you and Gabriel Money arising out of or relating to this Agreement or the Services (collectively, “Disputes”) will be governed by the arbitration procedure outlined below.

(a) Governing Law. Except as otherwise required by applicable law, the Agreement and the resolution of any Disputes shall be governed by and construed in accordance with the laws of the State of Georgia without regard to its conflict of laws principles. These laws will apply no matter where in the world you live, but if you live outside of the United States, you may be entitled to the protection of the mandatory consumer protection provisions of your local consumer protection law.

(b) Informal Dispute Resolution. We want to address your concerns without needing a formal legal case. Before filing a claim against Gabriel Money, you agree to try to resolve the Dispute informally by contacting support@gabriel.money. We will try to resolve the Dispute informally by contacting you through email. If a dispute is not resolved within 15 days after submission, you or Gabriel Money may bring a formal proceeding.

(c) We Both Agree To Arbitrate. You and Gabriel Money agree to resolve any Disputes through final and binding arbitration, except as set forth under Exceptions to Agreement to Arbitrate below.

(d) Opt-out of Agreement to Arbitrate. You can decline this agreement to arbitrate by contacting support@gabriel.money within 30 days of first accepting this Agreement

and stating that you (include your first and last name) decline this arbitration agreement.

(e) Arbitration Procedures. The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes then in effect. Arbitration will be handled by a sole arbitrator in accordance with those rules. The arbitration will be held in the United States county where you live or work, Atlanta, Georgia, or any other location we agree to.

(f) Arbitration Fees. The AAA rules will govern payment of all arbitration fees. If the value of your claim does not exceed \$10,000, Gabriel Money will pay for the reasonable filing, administrative, and arbitrator fees associated with the arbitration, unless the arbitrator finds that either the substance of your claim or the relief sought was frivolous or brought for an improper purpose.

(g) Exceptions to Agreement to Arbitrate. Either you or Gabriel Money may assert claims, if they qualify, in small claims court in Atlanta, Georgia, or any United States county where you live or work. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services, or infringement of intellectual property rights (for example, trademark, trade secret, copyright or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.

(h) No Class Actions. You may only resolve Disputes with Gabriel Money on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed under our agreement.

(i) Judicial Forum for Disputes. Except as otherwise required by applicable law, in the event that the agreement to arbitrate is found not to apply to you or your claim, you and Gabriel Money agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of Fulton County, Georgia. Both you and Gabriel Money consent to venue and personal jurisdiction there. We both agree to waive our right to a jury trial.

(j) Limitation on Claims. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement or the Services must be filed within one (1) year after such claim or cause of action arose, or else that claim or cause of action will be barred forever.

General

This Agreement, together with the Privacy Policy and any other agreements expressly incorporated by reference herein, constitute the entire and exclusive understanding and agreement between you and Gabriel Money regarding your use of and access to the Service, and except as expressly permitted above may only be amended by a written agreement signed by authorized representatives of the parties. You may not assign or transfer this Agreement or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign this Agreement or any of our rights or obligations under this Agreement at any time without notice. The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. Use of paragraph headers in this Agreement is for convenience only and shall not have any impact on the interpretation of particular provisions. In the event that any part of this Agreement is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect.

Survival

In the event of termination of this Agreement or the Services, the terms in this Agreement that by their nature are continuing shall survive such termination, including but not limited to the indemnification and hold harmless obligations, disclaimers and limitations of liabilities.

Contact Information

If you have any questions regarding Gabriel Money, the Services, or this Agreement please email us at support@gabriel.money. You can also call us at 1-888-601-4224 or mail us at 1190 North Highland Ave NE # 8629, Atlanta, GA, 30306.

This Agreement is effective 12/2023