

Privacy Policy

Last Updated: April, 03, 2023

This Privacy Policy (the "Policy") describes the information DBA ArroFi ("Arro" or "ArroFi" or "Company") collects about you. By accessing or submitting information through the Services, you agree to the terms of Arro's Privacy Policy. Arro's Privacy Policy does not apply to any third-party websites, services or applications, even if they are accessible through our Services. Also, please note that, unless we define a term in this Privacy Policy, all capitalized terms used in this Privacy Policy have the same meanings ascribed to them in our Terms of Use.

Information Collected or Received from You

When you use Arro services, we may collect Personal Information and other information from you as further described below. If you create an Arro Account, we'll collect certain information that can be used to identify you, such as your name, email address, postal address and phone number.

How We Secure Your Information

We take the privacy and the security of your information very seriously, and have an information security program that includes administrative and technical measures to protect your information. We hold ourselves responsible for the security of cardholder data we possess or otherwise store, process, or transmit on your behalf, or to the extent that we could impact the security of your cardholder data environment. Arro will maintain all applicable PCI DSS requirements to the extent we handle, have access to, or otherwise store, process, or transmit the customer's cardholder data or sensitive authentication data, or manage the customer's cardholder data environment on behalf of a customer. Measures we have taken to protect your information include, but are not limited to:

- The use of industry standard encryption while transmitting and storing information.
- Passwords and Personal identification numbers ("PINs") are only known by the user. No employee, contractor or Third-Party Site has access to your account password. We will never ask for your password through our member support team.
- Two-factor authentication is provided to ensure your account can only be accessed by the device you register with.
- Our systems are periodically audited for security flaws.

How We Share Your Information

We may share personal information about you as follows:

- With third parties to provide, service, and improve our systems.
- To process transactions that you authorize.
- To respond to court orders, subpoenas or legal processes.
- In order to investigate, prevent, defend against, or take other action regarding violations of our Terms of Use, illegal activities, suspected fraud, or situations involving potential threats to the legal rights or physical safety of any person or the security of our network, Sites or Services.
- The legal rights or physical safety of any person or the security of our network, Sites or Services.
- In an emergency, to protect the health and safety of our Sites' users or the general public.
- As otherwise required by law.

How To Update Your Information

If you wish to view your personal information that you have submitted to us or to request the correction of any inaccurate information you have entered, you can send an email that includes your contact information to support@arrofinance.com to request any corrections to your personal information. Additional verification information may be required to make the changes.

You may also email us if you wish to deactivate your services offered by Arro, but even after you deactivate your account, we may retain archived copies of information about you for a period of time that is consistent with applicable law.

California Privacy Rights

The California Consumer Privacy Act ("CCPA") allows California residents, upon a verifiable Arro member request and subject to applicable exemptions, to request that we give you access, in a portable and (if technically feasible) readily usable form, to the specific pieces and categories of personal information that we have collected about you, the categories of sources for that information, the business or commercial purposes for collecting the information, and the categories of third parties with which the information was shared. California residents also have the right to submit a request for deletion of information under certain circumstances. Arro will not discriminate against you for exercising your rights, such as by denying you services, charging you different prices for services, or providing you a different level or quality of services. Please note that you must verify your identity and request before further action will be taken. As part of this process, we may require you to provide government identification. Consistent with

California law, you may designate an authorized agent to make a request on your behalf. In order to designate an authorized agent to make a request on your behalf, you must provide a valid power of attorney, the requester's valid government issued identification, and the authorized agent's valid government issued identification. We do share personal information with third parties for the business purposes described in this Policy.

Bank Account Information

If you want to link a bank account that you hold with a U.S. financial institution ("**Bank Account**") to your Arro Account, we will collect certain information from you about your Bank Account, such as your online login credentials, for the purposes of providing the Services to you.

By using our Services, you grant Arro and Galileo the right and authority to act on your behalf to access and transmit this information from the relevant financial institution.

Arro currently utilizes Plaid, a third-party service provider, to retrieve information from your linked Bank Account. Plaid offers a secure method of transmitting your banking information, and Arro does not store your bank credentials through this service. Banking information shared with Arro may include, among other things, ACH authentication information (account and routing numbers), transaction data, identity verification information and account balance details.

With respect to Plaid, you agree to your personal and financial information being transferred, stored, and processed by Plaid in accordance with Plaid's Privacy Policy

By utilizing these services, you acknowledge and agree to the terms of Plaid Privacy Policy that will govern Plaid collection and use of such information, and you consent to Plaid's privacy policy.

Verification of Identity

For compliance purposes and in order to approve you for an Arro account, we may obtain information from you or a third party, including the financial institution providing your Bank Account, to help us to verify your identity or Bank Account details. For instance, we may ask you to provide a copy of your government-issued photo ID, a copy of a utility bill or bank statement, or such other documentation that contains personal Information.

In order to determine your eligibility to access services provided by Arro, we'll need to collect bank account information and other Personal Information as required by law such as citizenship, employment and residence information, and social security number.

Communication with Arro

We request Personal Information, such as email address, phone number, or mailing address when you request information about our product and services, request customer or technical support, or otherwise communicate with us.

Information Shared through APIs/SDKs

We may use third-party Application Program Interfaces (“APIs”) and Software Development Kits (“SDKs”) as part of the functionality of our Services.

Information Collected by Cookies and Web Beacons

Arro uses various technologies to collect information, and this may include sending cookies to your computer or mobile device. **Cookies** are small text files that are stored on your device or hardware by a website. We may also use Cookies to monitor usage and web traffic routing on Arro’s Services and to help improve our Services. **Web beacons** are electronic images that may be used in one of our services offered or emails. Web beacons may be used to deliver cookies, track visits to the application, understand usage, and determine whether an email has been opened and acted upon.

Social Media Platforms

Arro’s services may use social media platforms such as Facebook, Instagram, Snapchat, and Twitter. These features may collect your IP address, which page you are visiting on our services, and may set a cookie to enable the feature to function properly. Your relationship with these platforms are overseen by the privacy policy of the company which is being interacted with.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

To the fullest extent provided by law, we will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful

material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the website or any services or items obtained through the website or to your downloading of any material posted on it, or on any website linked to it.

Your use of the website, its content, and any services or items obtained through the website is at your own risk. The website, its content, and any services or items obtained through the website are provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied. Neither the company nor any person associated with the company makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the website. Without limiting the foregoing, neither the company nor anyone associated with the company represents or warrants that the website, its content, or any services or items obtained through the website will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that our site or the server that makes it available are free of viruses or other harmful components, or that the website or any services or items obtained through the website will otherwise meet your needs or expectations.

To the fullest extent provided by law, the company hereby disclaims all warranties of any kind, whether express or implied, statutory, or otherwise, including but not limited to any warranties of merchantability, non-infringement, and fitness for particular purpose.

The foregoing does not affect any warranties that cannot be excluded or limited under applicable law.

E-SIGN CONSENT & DISCLOSURE

This E-Sign Disclosure and Consent apply to all records and communications related to any service provided by Arro and our subcontractors, including TrueAccord Corp. and any other debt collection agency we use.

Calls, Emails, Texts - Servicing and Collections. If we need to contact you to service your account or to collect amounts you owe, you authorize us and our subcontractors, including TrueAccord Corp. and any other debt collection agency we use, to contact you at any phone number or email address you provide, from which you contact us, or at which we believe we can reach you. You consent to be contacted in any way, such as calling, texting, emailing, sending mobile application push notifications, or using any other method of communication permitted by law and to contact you on a mobile, wireless, or similar device, even if you are charged for it. You consent to be contacted using an automated dialer or prerecorded messages.

Non-Work Email: You certify that any email address you provide is a personal email

address and not a work email address. If you change your email address, it is your obligation to update your email address.

Call monitoring: We may monitor and record any calls between you and us.

Electronic Form: You agree that we may provide you with records and communications in electronic format. This consent includes, but is not limited to, all legal and regulatory disclosures; communications; notices.

Manner of Transmission: You agree that we may provide records and communications (i) by email, (ii) by access to a website designed in an email notice from Arro to you, or (iii) to the extent permissible by law, by access to a website generally designated in advance for such purpose.

Withdrawing Consent: You may withdraw your consent to receive records and communications digitally by contacting us at support@arrofinance.com. Once we process your request to withdraw your consent, your access and use of the Company's Service will terminate. Any withdrawal of your consent to receive electronic records and communications will be effective only after we have had a reasonable period of time to process your withdrawal.

Updating Your Information: You are responsible for providing us with a true, accurate, and complete email address, contact, and other information related to this E-Sign Consent & Disclosure and the Company Services and to maintain and update promptly any changes in that information. You can update your information through our mobile app or by contacting us at support@arrofinance.com.

Hardware & Software Requirements: In order to access, view, and retain the electronic records and communications that we make available to you, you must have:

- (1) An internet browser that we support, which include Internet Explorer 10.x or higher, Safari 3.2.x or higher, Firefox 32.x or higher and Chrome 38.x or higher, Mac OSX Safari 5 and higher, Safari for iOS 6 and higher, Chrome for iOS, and Chrome for Android;
- (2) Local, electronic storage capacity to retain Records or Communications or a printer to print them;
- (3) A valid email account and software to access that email account;
- (4) An up-to-date device or devices (e.g., computer, tablet, mobile phone, etc.) suitable for connecting to the Internet and supported by Company;

(5) An operating system capable of receiving, accessing, and displaying Records and Communications from us in electronic form via text-formatted email or access to our website using a supported browser.

Requesting Paper Copies: We will not send a paper copy of records or communications unless we deem it appropriate to do so. You can obtain a paper copy of your electronic records and communications by printing it yourself.

"In Writing" Designation: All records and communications in electronic or paper format from us to you will be considered "in writing". You should print or download for your records a copy of this E-Sign Consent and any other electronic records or communications important to you.

Federal Law: You acknowledge and agree that this E-Sign Consent is being provided by you in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act and that you and Company intend the Act to apply to the fullest extent possible under the law.

Termination/Changes: Company reserves the right, in its sole discretion, to discontinue the provision of electronic records and communications, to terminate, or to change the terms and conditions under which it provides electronic records and communications. We will provide you with notice of any such change or termination as required by law.

Consent: You hereby give your affirmative consent to receive electronic records and communications as described in this E-Sign Consent and Disclosure. You further agree that your computer or other device satisfies the hardware and software requirements specified above and that you have provided Arro with a current email address at which it may send you electronic records and communications.

Other Important Information

FOR VERMONT RESIDENTS

We will not share information we collect about you with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account.

FOR CALIFORNIA RESIDENTS

We will not share information we collect about you with nonaffiliated third parties, except as permitted by California law, such as to process your transactions or to maintain your account. We will limit sharing among our companies to the extent required by California law.

FOR NEVADA RESIDENTS

We are providing this notice to you pursuant to Nevada law. If you prefer not to receive marketing calls from us, you may be placed on our internal Do Not Call List by writing to us at Arro, Inc 4052 Del Ray Ave #102 Marina del Rey CA 90292. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protections, Office of the Nevada Attorney General, 555 E. Washington Street, Suite 3900, Las Vegas, NV 89101, phone number (702) 486-3132, email **BCPINFO@ag.state.nv.us**.

State laws may also provide you with specific privacy protections. We will comply with applicable state laws with respect to our use of your information.

Geographic Restrictions

We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Arro regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

Changes to Privacy Policy

We may revise and update this Policy from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use and Privacy Policy means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Surveys

You may be contacted to participate in surveys created by Arro. If you decide to participate, you may be asked to provide certain information which may include personal Information.

Your Comments and Concerns

All feedback, comments, requests for technical support, and other communications relating to Arro should be addressed support@arrofinance.com