

Last Updated: March 9, 2023  
EARNUP TERMS OF USE

These Terms of Use (“Terms”) are an agreement between you (“you”) and EarnUp Inc. (“Company”, “EarnUp”, “we”, “us” or “our”) that allows you to use our applicable website(s), application(s) (“app(s)”), tools, software, subscriptions, memberships, content, API(s), widgets, and/or other products and services (collectively, as applicable, the “Services”), as long as you follow these Terms. By accessing or using any of our Services, including without limitation by downloading, installing or using any associated Software (defined below), you signify your agreement to all of the following, which are all expressly incorporated herein and must also be observed and followed (collectively, the “Agreement”): (1) these Terms and any additional terms incorporated by reference; (2) our privacy policy as posted on our website (“Privacy Policy”); (3) any other standard policies or community guidelines (such as Acceptable Use Policies), if any, posted in any applicable parts of our Services.

#### DESCRIPTION OF SERVICES.

- 1.1. As used herein, “Software” means any software (including without limitation APIs or apps) supplied by or on behalf of the Company, including without limitation any for which the purpose is to enable you to use certain portions of the Services. For clarity, the Software is a part of the Services.
- 1.2. Any reference to “earnup.com”, “my.earnup.com”, the “website(s)”, the “web site(s)”, the “site”, or other similar references, will include any and all pages, subdomains, affiliated domains, brands, products or other areas of our website, or any other affiliated sites or domains owned or operated by or on behalf of us, plus any of the online content, information and services as made available in or through the website.
- 1.3. The Services include without limitation all aspects of the website, or of any app or other product or service, including but not limited to all products, Software and other applications, features, channels and services offered therein.
- 1.4. Any reference to “content” will include all content in all forms or mediums, such as (without limitation) text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and other materials you may view on, access through, or contribute to the Services.
- 1.5. You must be at least 18 years of age, and, where law requires an older legal age, of legal age for contractual consent or older to use this website and/or the other Services. Due to the age restrictions, no content or information from the Services falls within the Child Online Privacy Protection Act (“COPA”) and is not monitored as doing so.
- 1.6. All information and services are exchanged electronically, via the internet. You will receive communications to the email address provided to EarnUp by you. You are responsible for maintaining your own access to the internet and for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services and receive communications correctly, including, without limitation, mobile devices, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). You will also be responsible for maintaining the security of the Equipment. You are responsible for all costs imposed by internet or mobile service providers for sending or receiving communications electronically. You consent to receiving communications electronically (including to your email address) and understand that this consent has the same legal effect as a physical signature.

1.7. You may acquire additional products, services and/or content of ours from our websites or Services. We reserve the right to require that you agree to separate agreements as a condition of your use and/or purchase of such additional products, services and/or content, which terms will apply in addition to these Terms.

1.8. We are not providing any financial or legal advice or services via the Services, and the Services should not be relied upon as a substitute for consultations with qualified professionals who are familiar with your individual needs. Please consult your lawyer, financial advisor, tax advisor or accountant as necessary.

## PASSWORDS AND ACCESS

2.1. In order to access some features of the Services, you may have to register or create an account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. Registration or subscription to the Services and payment of any applicable fee, authorizes a single individual to use the Services unless otherwise expressly stated. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Company immediately of any breach of security or unauthorized use of your account. Although Company will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Company or others due to such unauthorized use. It is a condition of your use of the Services that all the information you provide will be correct, current, and complete; If we believe the information you provide is not correct, current, or complete, we have the right to refuse you access to the Services or any of its resources, and to terminate or suspend your access at any time, without notice.

2.2. You and/or your legally authorized representative may elect to grant or remove access to your account to other individuals ("Delegate Users"), by contacting us or via your account settings. Such Delegate User(s) will be subject to EarnUp's terms and policies, and may be required to create an account. Any changes related to Delegate Users, including adding, removing, or modifications, may take up to three to five business days, and may require additional documentation or information. You warrant and represent that you have permission to contact Delegate User(s) and share any information about such Delegate User(s), including personally identifiable information. You also agree to indemnify us for any costs, damages, expenses, or claims incurred with respect to such Delegate Users.

You understand and agree that if anyone other than yourself accesses your Account and/or any of your account settings/authorizations or services, including but not limited to Delegate User(s), they may (unless as specifically stated otherwise in the Services) perform any actions available to you or receive notifications about your Account. The foregoing includes but is not limited to making changes to your User Platform(s) and User Account, accepting any legal terms available therein, making various representations and warranties and more – and all such activities will be deemed to have occurred on your behalf and in your name. You will be solely and fully responsible for all activities that occur under your User Account (including for any representations, warranties and undertakings made therein), whether or not specifically authorized by you, and for any damages, expenses or losses that may result from such activities.

2.3. You must complete any verification procedures requested by EarnUp and/or its service providers in order to access and use the Services. You agree to provide us with any information we request and permit us to verify and keep a record of such information for a minimum of five years or as otherwise required by applicable laws. Information we may request may include your name, address, telephone number, e-mail address, date of birth, taxpayer identification number, a government identification, and information regarding your bank account (such as the name of the bank, the account type, routing number, and account number). Your ability to access and use the Services, in whole or in part, may

depend on the information you provide. You confirm that the information you provide is and will be accurate and authentic. You agree to keep your account updated if any of the information you provide changes. You authorize us and our representatives to make any inquiries we consider necessary to verify your identity or protect you, the Services, and/or us, and to take any action we deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to credit reference, fraud prevention, and financial crime agencies, and that these agencies may respond to our inquiries in full.

2.4. You will not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any content for any other purposes without the prior written consent of Company or the respective licensors of the content. Company and its licensors reserve all rights not expressly granted in and to the Services and their content. You agree not to circumvent, disable or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein.

## YOUR OBLIGATIONS

3.1. You represent and warrant that all information that you provide to us will be true, accurate, complete and current, and that you have the right to provide such information to us in connection with your use of the Services. You must comply with the terms of any applicable policies posted in our Services, including any Acceptable Use Policy.

3.2. Company has no obligation to monitor the Services. However, you acknowledge and agree that Company has the right to monitor the Services electronically from time to time, and to disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request, to operate the Services properly, or to protect itself or its customers. Company reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, inappropriate or in violation of this Agreement. You also agree to cooperate in any inquiry by the Company into activities on your account, and to provide additional information and documentation in support of any observed account activity upon request.

3.3. With respect to any Software, including without limitation subscription software as a service, subject to the terms and conditions of this Agreement, we hereby grant to you a limited, nonexclusive, non-transferable license to access and use such Software during the term of this Agreement, solely by the number of authorized users, and only up to the approved and mutually agreed usage volumes, as set forth on the applicable ordering document or as otherwise mutually agreed, and solely for internal and non-commercial purposes, provided that you will also comply at all times with all official documentation, technical manuals, functional manuals, operator and user guides and manuals.

3.4. You will not, and will not attempt to (and will not authorize or allow any third party to or attempt to): (a) download or otherwise obtain a copy of the Service (as applicable as such term is used herein, including any portion thereof) in any form; (b) reverse engineer, reverse compile, decompile, disassemble, or translate, exploit, or otherwise derive the source code of the Service or otherwise modify, the Service, or create any derivative works thereof; or (c) use the Service on behalf of any third party or for any purpose other than as described in this Agreement; (d) sell, resell, lease, license, sublicense, distribute, reproduce, copy, duplicate, or otherwise transfer or exploit the Service or use it as a service bureau; (e) post, send, process or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material violating of third party rights; (f) post, send, process or store material containing software viruses, worms, Trojan horses or other harmful or malicious computer code, files, scripts, agents or programs; (g) interfere with or disrupt the integrity or performance of the Service or attempt to gain unauthorized access to the Service or related systems or networks; (h) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright

notices, proprietary notices or other indications of the intellectual property rights and/or our rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to the software or on any copies made in accordance with this Agreement; (i) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of the intellectual property rights and/or our rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to the Service, or documentation, or on any copies made in accordance with this Agreement; (j) use, or authorize or permit the use of, the Service except as expressly permitted herein; (k) use the Service to perform any activity which is or may be, directly or indirectly, unlawful, harmful, threatening, abusive, harassing, tortuous, or defamatory, nor to perform any activity which breaches the rights of any third party. The Service may be used only by you (i) for your internal business purposes and only for your direct benefit; (ii) only by the number of persons for whom a license fee has been paid, and all such use may only be by those persons using the Service for the benefit of you in the course and scope of their employment, subject to the terms hereof; (iii) only in its original form without alteration or combination with other products, services or software except as expressly authorized in any applicable documentation; and (iv) in compliance with all applicable laws and in compliance with all documentation and instructions provided by us. You agree not to copy, duplicate or imitate, in whole or in part, any concept, idea, business model, business process, product, service or other intellectual property or other ideas or content embodied in the Services or learned by you from your use of or access to the Services. You agree not to use the Services to violate any local, state, national or international law or to impersonate any person or entity, or otherwise misrepresent your identity or your affiliation with a person or entity.

3.5. You will keep and protect any of our Confidential Information as confidential, using at least the same efforts you use to protect your own confidential information and in no event less than reasonable and industry standard efforts. Our "Confidential Information" includes the Services, documentation and information about the Services and their operation, and any other information you obtain from or about us or from or about the Services, or any other information which a reasonable person would or should understand to be confidential or proprietary in nature. You agree to return or destroy our Confidential Information when this Agreement is over. You acknowledge and agree we will be entitled to seek equitable relief in any court of competent jurisdiction without the necessity of posting bond and in addition to such other remedies as may be available under law or in equity. Your confidentiality obligations will survive termination or expiration of this Agreement.

3.6. While this Section highlights some of your key obligations, headers and section titles are for convenience only, and you are bound by all the terms of this Agreement.

## FEES AND PAYMENTS

4.1. If and to the extent any portion of the Services may require a fee payment or incremental payment or subscription, you agree to pay Company any applicable fees posted for the Services. By completing and submitting any credit card or other payment authorization through the Services, you are authorizing Company to charge the fees to the account you identify. You must keep all billing information, including payment method, up to date. You agree to pay us for all charges incurred under your account, including all applicable taxes, fees, and surcharges. You authorize and direct us to charge your designated payment method for these charges or, if your designated payment method fails, to charge any other payment method you have on file with us. Further, you authorize and direct us to retain information about the payment method(s) associated with your account. If we do not receive payment from your designated payment method or any other payment method on file, you agree to pay all amounts due upon demand by us. You will be responsible for accrued but unpaid charges, even if your account is canceled by you or terminated by us. During any free trial or other promotion, if any, you will still be responsible for any purchases and surcharges incurred using your account.

4.2. After five (5) days from the date of any unpaid charges, your fee-based Services will be deemed delinquent and we may terminate or suspend your account and Services for nonpayment. We reserve the right to assess an additional 1.5 percent late charge (or the highest amount allowed by law, whichever is lower) per month if your payment is more than 30 days past due and to use any lawful means to collect any unpaid charges. You are liable for any fees, including attorney and collection fees, incurred by us in our efforts to collect any remaining balances from you. Except as otherwise mutually agreed in writing, we reserve the right to change our fees with 30 days' notice.

4.3. You are responsible for all charges incurred under your account, including applicable taxes, fees, surcharges, and purchases made by you or anyone you allow to use your account (including your children, family, friends, or any other person with implied, actual, or apparent authority) or anyone who gains access to your account as a result of your failure to safeguard your username, password, or other authentication credentials or information.

#### WARRANTIES AND LIMITATIONS OF WARRANTIES.

5.1. If you are not completely satisfied with the Services, your sole remedy is to cease using the Services. With respect to any fee-based Services, if you signed up for a designated term or timeframe, you will still be responsible for payment for the full term. If you did not subscribe for any minimum period, then you may cancel at any time on 30 days advance notice, and cease to use the Services, then you will not be charged any additional amounts after the effective date of such termination. In any case, you will be responsible for any and all charges and activity accrued prior to your Services termination date, and those obligations will survive your termination of the Services. Company undertakes commercially reasonable efforts to ensure that the information it provides is current and accurate, however, Company does not warrant the accuracy of information. Company also undertakes commercially reasonable efforts to protect the confidentiality of any confidential information you provide, in accordance with the Privacy Policy, however, Company does not guarantee the confidentiality of such information against unauthorized third party access or system failure.

5.2. THE SERVICES, THE WEBSITE, APPS, AND ALL INFORMATION, CONTENT, AND MATERIALS RELATED TO THE FOREGOING, ARE PROVIDED "AS IS." EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, SYSTEM INTEGRATION AND ACCURACY OF DATA. WE DO NOT WARRANT THAT USE OF THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR VIRUS FREE. ALTHOUGH INFORMATION THAT YOU SUBMIT MAY BE PASSWORD PROTECTED, WE DO NOT GUARANTEE THE SECURITY OF ANY INFORMATION TRANSMITTED TO OR FROM THE SERVICES AND YOU AGREE TO ASSUME THE SECURITY RISK FOR ANY INFORMATION YOU PROVIDE THROUGH THE SERVICES.

#### LIMITATIONS OF LIABILITY.

6.1. IN NO EVENT WILL WE OR OUR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR FOR LOSS OF PROFITS OR DAMAGES ARISING DUE TO BUSINESS INTERRUPTION OR FROM LOSS OR INACCURACY OF INFORMATION, INCLUDING IF AND TO THE EXTENT ANY OF THE FOREGOING ARISES IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OR INABILITY TO USE THE SERVICES, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE AND EVEN IF WE WERE ADVISED THAT SUCH DAMAGES WERE LIKELY OR POSSIBLE. IN NO EVENT WILL THE AGGREGATE LIABILITY OF US TO YOU FOR ANY AND ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, EXCEED THE TOTAL FEES PAID TO US BY YOU, IF ANY, DURING THE SIX-MONTH PERIOD PRECEDING THE DATE OF ANY CLAIM (OR \$10 IF THE SERVICES ARE FREE). YOU ACKNOWLEDGE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL TERM BETWEEN YOU AND US RELATING TO THE

PROVISION OF THE SERVICE TO YOU AND WE WOULD NOT PROVIDE THE SERVICE TO YOU WITHOUT THIS LIMITATION.

6.2. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS US AND OUR AFFILIATED COMPANIES, AND EACH OF OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGES, CLAIMS, JUDGMENTS, COSTS, EXPENSES AND LIABILITIES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY US OR SUCH PARTIES AND/OR ARISING OUT OF OR RESULTING FROM (1) ANY ACTUAL OR ALLEGED VIOLATION BY YOU OF THIS AGREEMENT (INCLUDING ANY REPRESENTATION OR WARRANTY HEREIN); (2) ANY ACTIVITY RELATED TO YOUR ACCOUNT BY YOU OR ANY OTHER PERSON ACCESSING THE SERVICE WITH YOUR PASSWORD; (3) YOUR USE OF AND ACCESS TO THE SERVICES; (4) YOUR ACTUAL OR ALLEGED VIOLATION OF ANY THIRD PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY COPYRIGHT, PROPERTY OR PRIVACY RIGHT; (5) YOUR ACTUAL OR ALLEGED VIOLATION OF ANY LAW, RULE OR REGULATION; AND/OR (6) YOUR CONTENT OR DATA, INCLUDING IF IT CAUSES ANY DAMAGE TO A THIRD PARTY. YOUR DEFENSE, INDEMNIFICATION AND HOLD HARMLESS OBLIGATIONS IN THIS AGREEMENT WILL SURVIVE THIS AGREEMENT AND YOUR USE OF THE SERVICES.

6.3. You acknowledge that the information on the Website and other Services is provided 'as is' for general information only. If you use the Services to provide any services in any heavily regulated industry, such as, without limitation, medical, legal, tax or financial services or advice, you are fully responsible for all such services, and represent and warrant that you are appropriately qualified and certified to do so, possessing all necessary licenses and permits to do so. You indemnify us for any failure by you or your agents to do so and/or to follow any applicable laws, rules and regulations. You may use the Services for informational purposes only, as an aid, but only as one information source among many, and not as the sole basis for making any decisions; you must conduct proper due diligence and use your own judgment when making any decisions based on any information, analytics or reports derived from the Services.

6.4. We will not be liable for any circumstances arising out of causes beyond our reasonable control or without our fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, earthquakes, floods, Internet disruptions, pandemics, hacker attacks, critical third party service failure, communications failures, or other force majeure.

6.5. If we breach this Agreement, you agree that your exclusive remedy is to recover, from us or any affiliates, resellers, distributors, and vendors, direct damages up to an amount equal to your Services fee for one month (or up to USD\$10.00 if the Services are free). YOU CAN'T RECOVER ANY OTHER DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, DIRECT, CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE. These limitations and exclusions apply if this remedy doesn't fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything related to this Agreement such as, without limitation, loss of content; any virus affecting your use of the Services; delays or failures in starting or completing transmissions or transactions; claims for breach of contract, warranty, guarantee, or condition; strict liability, negligence, misrepresentation, or omission; trespass, or other tort; violation of statute or regulation; or unjust enrichment. Some or all of these limitations or exclusions may not apply to you if your state, province, or country doesn't allow the exclusion or limitation of incidental, consequential, or other damages.

**DURATION OF TERM.** Once in effect, this Agreement will continue in operation until terminated by either you or us. However, even after termination, those terms that by their nature are intended to

continue indefinitely will continue to apply. You may terminate this Agreement at any time and for any reason by providing notice to Company in the manner specified in this Agreement or by choosing to cancel your access to the Services using the tools provided for that purpose within the Services. We may terminate this Agreement without notice or, at our option, temporarily suspend your access to the Services, in the event that you breach this Agreement. Notwithstanding the foregoing, Company also reserves the right to terminate this Agreement at any time and for any reason by providing notice to you either through email or other reasonable means. Unless another date is specified in the termination communication, termination will be effective as of the date of the communication. After termination of this Agreement for any reason, you understand and acknowledge that Company will have no further obligation to provide the Services or access thereto. Upon termination, all licenses and other rights granted to you by this Agreement, if any, will immediately cease, but your licenses to us will survive, and certain of your obligations (including payment obligations, if any) will survive in accordance with the terms hereof. In the event we terminate these Terms, for any reason or for no reason, no refund of fees will be made available to you, and we will have no obligation to return any fees.

**MODIFICATION OF TERMS.** Company may change the terms of this Agreement from time to time. You will be notified of any such changes via e-mail (if you have provided a valid email address) and/or by our posting notice of the changes on the Services (which may consist of publishing the changes on our website), and/or by other reasonable means as determined by Company. Any such changes will become effective when notice is received or when posted on the Services, whichever first occurs. If you object to any such changes, your sole recourse will be to terminate this Agreement. Continued use of the Services following such notice of any such changes will indicate your acknowledgement of such changes and agreement to be bound by such changes.

**MODIFICATIONS TO SERVICES.** We reserve the right to modify or discontinue the Services at any time with or without notice to you, including without limitation by adding or subtracting features and functionality, third party content, etc. In the event of such modification or discontinuation of the Services, your sole remedy will be to terminate this Agreement as set forth herein. Continued use of the Services following notice of any such changes will indicate your acknowledgement and acceptance of such changes and satisfaction with the Services as so modified.

#### **OWNERSHIP**

10.1. We and/or our vendors and suppliers, as applicable, retain all right, title and interest in and to the Services, the website and all information, content, Software, and other software and materials provided by or on behalf of us, including but not limited to all text, images, videos, logos, button icons, audio clips, and the look and feel of the website and our brands and logos, and any data compilations, including without limitation any data input by or on behalf of us or our third party providers, and any data to the extent processed by, or resulting as an output of, the Services, and all Services usage data, statistical data or aggregated data collected or reported with respect to the any part or all of the Services, including without limitation any aggregated and anonymized data extracted or derived from the Service, including all aggregated and anonymized usage data, statistical data, transactional data, metadata, market data and other aggregated and anonymized data collected from user data and files. We own the rights to any metadata we collect from or about your use of the Services. Without limiting the generality of the foregoing, we reserve the right to create and market public indexes, analysis or insights created from such data. You agree that you will not copy, reproduce, distribute or create derivative works from any information, content, software or materials provided by us, or remove any copyright or other proprietary rights notices contained in any such information, content, software or materials without the copyright owner's prior written consent.

10.2. Unless otherwise stated, all content in our websites or other Services, is our property or the property of third parties. These contents are protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions and other copyright laws.

10.3. Your feedback is welcome and encouraged. You agree, however, that (i) by submitting unsolicited ideas to us, you automatically forfeit your right to any intellectual property rights in such ideas; and (ii) unsolicited ideas submitted to us or any of our employees or representatives automatically become our property.

#### USER CONTENT; THIRD PARTY CONTENT AND SERVICES

11.1. We do not endorse any content submitted to the Services by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with content.

11.2. We are not responsible for end user error or errors in inputs or for errors in any user supplied data. We do not independently verify the truthfulness or accuracy of any data or content input into the Services and are not responsible for the fraud, misrepresentation, negligence or misconduct of any end user or other third party.

11.3. Certain content (including without limitation advertisements) on the Services may be supplied by third parties. Company does not have editorial control over such content. Any opinions, advice, statements, services, offers, or other information that constitutes part of the content expressed or made available by third parties, including without limitation, suppliers and vendors, advertisers, or any customer or user of the Services, are those of the respective authors or distributors and not of Company or its affiliates or any of its officers, directors, employees, or agents. In many instances, the content available on the Services represents the opinions and judgments of the respective third parties, whether or not under contract with Company. Company neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, submission, posting, or statement made on the Services. Under no circumstances will Company, or its affiliates, or any of their respective officers, directors, employees, or agents, be liable for any loss or damage caused by your reliance on any content or other information obtained through the Services.

11.4. The Services may integrate and/or interact with third party services, such as via APIs or browser extensions. For example, the Services may leverage APIs from third parties, and/or rely on third party browser extensions, and Company has no affiliation, association, endorsement, or sponsorship by any other third party services with which it integrates or interacts from time to time (collectively, "Third Party Services"). Company makes no claim, representation or warranty of any kind, type or nature concerning any Third Party Services, nor Company's or any User's compliance with any third party terms of service for any such Third Party Services (collectively, "Third Party Terms"). It will be each User's sole responsibility to analyze and interpret any applicable Third Party Terms and comply therewith. Each User is solely responsible for their interpretation of Third Party Terms and their actions relevant to compliance thereof. By using the Services, you hereby release Company and waive any and all claims or claim rights that you may have against Company, and release and indemnify Company against any claims that any third party may have against you, including with respect to your use of any Third Party Services, including if accessed or used via our Services, and with respect to Third Party Terms, applicable privacy policies or any other rules or regulations of such third parties.

11.5. You understand that when using the Services, you will be exposed to content from a variety of sources, and that we are not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such content. You further understand and acknowledge that you may be exposed to content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against us with respect thereto, and, to the extent permitted by applicable law, agree to indemnify and hold harmless Company, its owners, operators, affiliates, licensors, and licensees to the fullest extent allowed by law regarding all matters related to your use of the Services.



11.6. As a convenience to you, Company may provide, in or through the Services, one or more links to third party web sites or services and/or provide email contacts respecting third parties. Company makes no endorsement of such third parties, nor any representation or warranty regarding anything that takes place between you and any such third parties, including, without limitation, visits to third party websites, services, email correspondence with third parties, and business or other transactions with third parties found through the Services. Please understand that such third parties are independent from and not controlled by Company, even if, for example, a Company link or logo appears on a website linked from this website or our other Services. It is up to you to read those third party sites' applicable terms of use, privacy, and other applicable policies. For example, without limitation, we may outsource operation of certain aspects of our Services to one or more third parties, and they may have access to certain data by virtue of operating such Services, subject to their own policies.

11.7. We do not permit copyright infringing activities and infringement of intellectual property rights on the Services, and we will remove all content if properly notified that such content infringes on another's intellectual property rights as set forth herein below. We reserve the right to remove content without prior notice. We reserve the right to decide whether your content violates this Agreement for reasons other than copyright infringement, such as, but not limited to, pornography, obscenity, or excessive length. We may at any time, without prior notice and in our sole discretion, remove such content and/or terminate a user's account or otherwise block access for submitting such material in violation of this Agreement.

#### DIGITAL MILLENNIUM COPYRIGHT ACT

12.1. If you are a copyright owner or an agent thereof and believe that any content in our Services infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;

Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;

A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

12.2. Company's designated method to receive notifications of claimed infringement is by emailing the Copyright Agent at [legal@earnup.com](mailto:legal@earnup.com). You acknowledge that if you fail to comply with all of the requirements of this Section your DMCA notice may not be valid.

#### CLASS ACTION WAIVER AND ARBITRATION.

THIS SECTION CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. IT AFFECTS YOUR RIGHTS ABOUT HOW TO RESOLVE ANY DISPUTE WITH US.

13.1. Except if you opt-out as expressly permitted below, or except to the extent contrary to applicable law ("Excluded Disputes"), you hereby agree that all disputes between you and us (whether or not such

dispute involves a third party) with regard to your relationship with us, including without limitation disputes related to these Terms, your use of the Service, and/or rights of privacy and/or publicity, may, in our discretion, be resolved by binding, individual arbitration under the American Arbitration Association's rules for arbitration of consumer-related disputes and you hereby expressly waive trial by jury. As an alternative, you may bring your claim in your local "small claims" court, if permitted by that small claims court's rules. You may bring claims only on your own behalf. You agree that you will not participate in any class action or class-wide arbitration for any claims covered by this Agreement. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if we are a party to the proceeding. This dispute resolution provision will be governed by the US Federal Arbitration Act, to the extent permissible. In the event the American Arbitration Association is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either we or you can elect to have the arbitration administered instead by the Judicial Arbitration and Mediation Services. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms. You may opt out of this agreement to arbitrate. If you do so, neither you nor we can require the other to participate in an arbitration proceeding. To opt out, you must notify us in writing within 30 days of the date that you first became subject to this arbitration provision. You must use this address to opt out: EarnUp Inc. 2370 Market Street, Suite 203, San Francisco, California 94114.

13.2. You must include your name and residence address, the email address you use for your account with us, and a clear statement that you want to opt out of this arbitration agreement. If and to the extent the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then such preceding language in this Arbitration section will be null and void. This arbitration agreement will survive the termination of your relationship with us.

MISCELLANEOUS. You will comply with all laws, rules and regulations now or hereafter promulgated by any government authority or agency that are applicable to your use of the Services, or the transactions contemplated in this Agreement. You may not assign your rights or obligations hereunder, and any attempt by you to sublicense, assign or transfer any of the rights, duties or obligations hereunder or to exceed the scope of this Agreement is void. In the event that Company is sold to a third party, such a sale will not be deemed a transfer of personal information so long as that third party agrees to assume Company's obligations as to these Terms of Services and any associated Privacy Policy. This Agreement, the Services, and the rights and obligations of the parties with respect to the Services will be subject to and construed in accordance with the laws of the State of California, excluding conflict of law principles. By accessing or using any Services you agree that the statutes and laws of the State of California, without regard to conflicts of law principles thereof, will apply to all matters arising from or relating to the use thereof. You also agree and hereby submit to the exclusive legal jurisdiction and venues of the Courts of San Francisco, California with respect to such matters. This is the entire agreement between you and Company with regard to the matters described herein and govern your use of the Services, superseding any prior agreements between you and Company with respect thereto. The failure of Company to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions hereof will remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of this Agreement or related to use of the Services must be filed within three (3) months after such claim or cause of action arose or be forever barred.

PAYMENT SCHEDULING SERVICE TERMS

These Payment Scheduling Service Terms (“Payment Terms”) form a part of, and are incorporated into, the EarnUp General Terms of Service, and apply to You, if you use EarnUp’s Payment Scheduling Service. Payment Scheduling Service means any services that allow users to schedule and complete payment transactions to its established payees, including but not limited to bill payments and/or loan payments. By accessing or using EarnUp’s Payment Scheduling Service, you agree to these Payment Terms and to the Agreement. Any capitalized terms that are used but not defined in these Payment Terms have the meaning set forth in the Agreement.

EarnUp may provide the Services in partnership with one or more partner financial institutions (each a “Partner Bank”) that enable us to make the Services available to you. Current Partner Banks include nbkc bank, Blue Ridge Bank (“BRB”), Community Federal Savings Bank (“CFSB”) and Evolve Bank & Trust (“Evolve”). You understand and acknowledge that EarnUp is not a bank and does not perform the functions of a bank, and that the Services are not banking services. For avoidance of doubt, you are contracting with the Company, not a Partner Bank. Because the Banks have their own contractual rules and are subject to various federal and state banking laws, regulations and oversight, you must agree to any of the Bank’s terms and conditions related to the Custodial Account in order to take advantage of the Company Services. Additionally, the Bank may amend, supplement, modify or otherwise its terms and conditions at its sole discretion.

In connection with any Services offered with a Partner Bank, you direct us to transfer information and instructions provided by you or your authorized representatives to the Partner Bank in order for the Partner Bank to initiate and complete payment and banking services on your behalf. Such payment and banking services may include Automated Clearing House (ACH) transactions from your designated financial account in the amounts authorized by you necessary/authorized by you to pay your designated payees and our fees until these Terms terminate. In the event that the minimum payment amounts that you owe on your payment obligations change, you instruct Partner Bank, through EarnUp, to change the withdrawal amounts in order to meet the new minimum payment amounts. **YOU UNDERSTAND THAT WE SOLELY PROVIDE YOUR INFORMATION AND INSTRUCTIONS TO THE PARTNER BANK ON A PASS-THROUGH BASIS. ONLY THE PARTNER BANK IS AUTHORIZED TO INITIATE OR EXECUTE ACH TRANSACTIONS, PAYMENTS, AND TRANSFERS ON YOUR BEHALF AND AT NO TIME WILL WE CONTROL OR HOLD YOUR FUNDS.**

For your use of any Services offered with a Partner Bank, you further authorize us and Partner Bank to (i) obtain information regarding your loan/bank account from your lenders, banks, billers, partners or servicers, and (ii) release information regarding your loan/bank account as needed to make a transaction, comply with governmental reporting obligations, legal processes or court orders, or when investigating a loss involving Partner Bank and another financial institution. This information may be obtained at any time while these Terms are in effect between you and EarnUp, and any such information obtained may be utilized by us to provide the Services. Any estimated term reduction or savings is only an estimate and does not include the impact of transaction fees. Actual term reduction may vary. EarnUp does not guarantee term reduction and makes no representation that the program will result in savings on your payment obligations.

If you believe an error has been made regarding any ACH withdrawal from your bank account, you **MUST** notify us of the suspected error as soon as possible, but in any event within sixty (60) days to enable us to notify Partner Bank. Neither we nor Partner Bank will be responsible for errors caused by erroneous information provided by you or if a withdrawal cannot be made from your bank account for any reason outside of our control or Partner Bank’s control. Examples of scenarios outside of our control and Partner Bank’s control including but not limited to the following: if there are insufficient funds in your account, if there is a stop payment order on a transaction, if a force majeure ever occurs, if

there are any encumbrances on your bank account, if you have breached these Terms or your relationship with EarnUp or Partner Bank has been terminated, if your bank account has closed for any reason, if changes have been made to your loan, bill or bank account and you have not provided EarnUp and Partner Bank with at least 30 days prior notice, or if any of your payees refuse payment. In the event of one or more of the above instances or errors, we may charge you a debit return fee up to \$25.00 on the first occurrence and on each subsequent occurrence (we may increase these fees upon 30 days' notice to you). The debit return fee is in addition to any other fee that may be assessed by your bank. If we or Partner Bank are the cause of an error, we will pay any fees you incur for such error up to \$50.00.

Funds will be transferred from your bank account to Partner Bank via ACH and are deposited in an account established and maintained by the Partner Bank for your benefit. You will not receive any interest generated from funds held by Partner Bank. Funds will be covered by FDIC insurance, subject to FDIC rules and limitations. Upon termination, EarnUp and/or Partner Bank will review your EarnUp account and any funds that Partner Bank holds on your behalf and not paid to your payee will be refunded to you within thirty (30) days.

**DEPOSIT NETWORK SERVICE ACKNOWLEDGEMENT.** By utilizing Services offered in partnership with a Partner Bank, your beneficial funds may be held at Partner Bank in an omnibus custodial account ("Omnibus Account"). In its ordinary course of business, Partner Bank may utilize a "Deposit Network Service" to deposit funds from the Omnibus Account into other FDIC insured banks ("Network Banks"). In the event funds from the Omnibus Account are deposited into Network Banks via the Deposit Network Service, Partner Bank will deliver funds to a custody bank ("Custodian Bank") participating in the Deposit Network Service. In the event any of your beneficial funds from the Omnibus Account arrive at a Network Bank through a Deposit Network Service, they may be eligible for FDIC insurance, however, in the event you or Partner Bank have funds, either directly or indirectly, at any of the Network Banks, such deposit insurance coverage may be adversely affected, and the principal and any accrued interest may not benefit from FDIC insurance, even if the total amount deposited in that Network Bank through the Deposit Network Service is less than the Standard Maximum Deposit Insurance Amount, as then provided by the FDIC. In addition, in the event of a failure of a Network Bank, you may be requested to provide certain personal information for the purposes of processing a claim to seek the associated FDIC insurance. In the event you do not provide such information on a timely basis, it is possible the beneficial funds will not benefit from FDIC insurance. By utilizing the Services, to the extent applicable, you authorize Partner Bank to utilize a Deposit Network Service as described and acknowledge that any associated beneficial principal balance and any accrued interest may or may not benefit from FDIC insurance. The use of the Network Banks will not impact the timing or availability of funds for completing the ACH transactions under these Terms.

**nbkc CUSTODY ACCOUNT TERMS.**a. This section 7 governs services provided by nbkc bank in conjunction with the Services provided by EarnUp under the Agreement. As used in this section, the term "Bank" refers to nbkc bank and its successors, affiliates, or assignees. By accessing and using the Services and by having funds in a custodial account at Bank (the "Custodial Account"), you agree to be bound by these terms. For avoidance of doubt, you are contracting with the Company, not the Bank. Because the Bank has its own contractual rules and is subject to various federal and state banking laws, regulations and oversight, you must agree to any of the Bank's terms and conditions related to the Custodial Account in order to take advantage of the Services. These terms supplement the terms of the Agreement. As such, the Bank's rights and your obligations under this Agreement are in addition to, and not in lieu of, any rights we have or obligations you owe to us under the Agreement. Additionally, the Bank may amend, supplement, modify or otherwise its terms and conditions at its sole discretion.i. **Services:** Under this Agreement, a Custodial Account will be established into which all monies received relating to your participation in the Company Services will be deposited. You understand and agree that the Custodial Account is a commingled account maintained on behalf of all participants in the Company

program. The Company has partnered with Bank to provide all banking, payments and money transfer services. You understand that Bank will serve as custodian of your funds and hold and manage funds which are delivered to Bank per instructions provided by you through the Company platform and website. Bank is the only entity authorized to initiate or execute payments or transfers on your behalf. At no time will Company receive, control, or hold your funds.iii. If you terminate your relationship with Company, the Bank will cease to accept new funds into the Custodial Account from you or on your behalf, but the Bank will continue to perform its services with respect to any transactions initiated and funds received prior to the date of such termination. If the agreement between the Bank and Company expires or terminates, you authorize any remaining funds of yours in the Custodial Account to be forwarded to a successor financial institution, as designated by Company.

iv. Confidentiality and Sharing Your Information. You understand and agree that information may be disclosed to the Company and other third parties about your funds on deposit in the Custodial Account and the transactions you make: (i) where it is necessary for completing transactions or providing the services; (ii) in order to verify the existence and condition such funds for a third party; (iii) in order to comply with government agency, government regulation, court order, or other legal or administrative reporting requirements; (iv) if you consent by giving us your written permission; (v) otherwise as necessary to fulfill our obligations under this Agreement; or (vi) as detailed in our Privacy Policy. By using our services, you also agree to the Bank's privacy policy available at <https://www.nbk.com/security/privacy-policy>.

ii. Disbursement: Funds will be debited in the Custodial Account to make payments and generate electronic fund transfers on your behalf in accordance with instructions you make through the Company platform and website in accordance with Bank's policies, and applicable banking laws and regulations.

b. The parties agree as follows:

CFSB CUSTODY ACCOUNT TERMS.a. This section 8 governs services provided by CFSB bank in conjunction with the Services provided by EarnUp under the Agreement. As used in this section, the term "Bank" refers to CFSB bank and its successors, affiliates, or assignees. By accessing and using the Services and by having funds in a custodial account at Bank (the "Custodial Account"), you agree to be bound by these terms. For avoidance of doubt, you are contracting with the Company, not the Bank. Because the Bank has its own contractual rules and is subject to various federal and state banking laws, regulations and oversight, you must agree to any of the Bank's terms and conditions related to the Custodial Account in order to take advantage of the Services. These terms supplement the terms of the Agreement. As such, the Bank's rights and your obligations under this Agreement are in addition to, and not in lieu of, any rights we have or obligations you owe to us under the Agreement. Additionally, the Bank may amend, supplement, modify or otherwise its terms and conditions at its sole discretion.i. Services: Under this Agreement, a Custodial Account will be established into which all monies received relating to your participation in the Company Services will be deposited. You understand and agree that the Custodial Account is a commingled account maintained on behalf of all participants in the Company program. The Company has partnered with Bank to provide all banking, payments and money transfer services. You understand that Bank will serve as custodian of your funds and hold and manage funds which are delivered to Bank per instructions provided by you through the Company platform and website. Bank is the only entity authorized to initiate or execute payments or transfers on your behalf. At no time will Company receive, control, or hold your funds.iii. If you terminate your relationship with Company, the Bank will cease to accept new funds into the Custodial Account from you or on your behalf, but the Bank will continue to perform its services with respect to any transactions initiated and funds received prior to the date of such termination. If the agreement between the Bank and Company expires or terminates, you authorize any remaining funds of yours in the Custodial Account to be forwarded to a successor financial institution, as designated by Company.

iv. Confidentiality and Sharing Your Information. You understand and agree that information may be disclosed to the Company and other third parties about your funds on deposit in the Custodial Account

and the transactions you make: (i) where it is necessary for completing transactions or providing the services; (ii) in order to verify the existence and condition such funds for a third party; (iii) in order to comply with government agency, government regulation, court order, or other legal or administrative reporting requirements; (iv) if you consent by giving us your written permission; (v) otherwise as necessary to fulfill our obligations under this Agreement; or (vi) as detailed in our Privacy Policy. By using our services, you also agree to the Bank's privacy policy available at <http://www.cfsb.com/privacy/>.

ii. Disbursement: Funds will be debited in the Custodial Account to make payments and generate electronic fund transfers on your behalf in accordance with instructions you make through the Company platform and website in accordance with Bank's policies, and applicable banking laws and regulations.

b. The parties agree as follows:

We use Plaid Technologies, Inc. ("Plaid") to gather End User's data from financial institutions. By using the Service, you grant EarnUp and Plaid the right, power, and authority to act on your behalf to access and transmit your personal and financial information from the relevant financial institution. You agree to your personal and financial information being transferred, stored, and processed by Plaid in accordance with the Plaid Privacy Policy.

#### HOMEBUYER READINESS PROGRAM SERVICE TERMS

These Homebuyer Readiness Program Service Terms ("HPF Terms") form a part of, and are incorporated into, the EarnUp General Terms of Service, and apply to You, if you use the Homebuyer Readiness Program (the "HPF Service"). By accessing or using the HPF Service, you agree to these HPF Terms and to the Agreement. Any capitalized terms that are used but not defined in these HPF Terms have the meaning set forth in the Agreement. If you have any questions please let us know by emailing [homeready@EarnUp.com](mailto:homeready@EarnUp.com).

EarnUp's platform is used to support the homebuyer readiness program you subscribed to through Homeowner Preservation Fund ("HPF"). The platform allows you to setup automatic withdrawals from your bank account to set aside money toward the down payment on a home. EarnUp does not administer the homebuyer readiness program or determine eligibility for the program. We do not make any guarantees about potential savings or matching. The EarnUp platform will support saving and withdrawal features for the homebuyer readiness program as administered by HPF or another HUD-approved agency. There may be additional fees for the homebuyer readiness program that are charged through HPF or its partners. For additional information on the homebuyer readiness program, including terms, fees, and eligibility requirements, please contact your program administrator.

For your continued use of the HPF Service, you direct us to transfer information provided by you or your authorized representatives to the payment processor we select in our discretion ("Processor"), and you authorize us and the Processor to make all necessary arrangements and transactions to perform the HPF Services, including via Automated Clearing House ("ACH") transactions from your designated bank account in the amounts necessary, or the amounts you provide to us, to save towards a home down payment and pay our Fees (if applicable). Please note withdrawal amounts can change based on instructions or criteria you provide to us.

EarnUp may provide the HPF Services in partnership with one or more partner financial institutions (each a "Partner Bank") that enable us to make the HPF Services available to you. Current Partner Banks include nbkc bank, Blue Ridge Bank ("BRB"), Community Federal Savings Bank ("CFSB") and Evolve Bank & Trust ("Evolve"). You understand and acknowledge that EarnUp is not a bank and does not perform the functions of a bank, and that the HPF Services are not banking HPF Services. For avoidance of doubt, you are contracting with the Company, not a Partner Bank. Because the Banks have

their own contractual rules and is subject to various federal and state banking laws, regulations and oversight, you must agree to any of the Bank's terms and conditions related to the Custodial Account in order to take advantage of the HPF Services. Additionally, the Bank may amend, supplement, modify or otherwise its terms and conditions at its sole discretion.

In connection with any HPF Services offered with a Partner Bank, you direct us to transfer information and instructions provided by you or your authorized representatives to the Partner Bank in order for the Partner Bank to initiate and complete financial and banking HPF Services on your behalf. Such financial and banking HPF Services may include Automated Clearing House (ACH) transactions from your designated financial account in the amounts authorized by you until these Terms terminate. **YOU UNDERSTAND THAT WE SOLELY PROVIDE YOUR INFORMATION AND INSTRUCTIONS TO THE PARTNER BANK ON A PASS-THROUGH BASIS. ONLY THE PARTNER BANK IS AUTHORIZED TO INITIATE OR EXECUTE ACH TRANSACTIONS, PAYMENTS, AND TRANSFERS ON YOUR BEHALF AND AT NO TIME WILL WE CONTROL OR HOLD YOUR FUNDS.**

For your use of any HPF Services offered with a Partner Bank, you further authorize us and Partner Bank to (i) obtain information regarding your loan/bank account from your lenders, banks, billers, partners or servicers, and (ii) release information regarding your loan/bank account as needed to make a transaction, comply with governmental reporting obligations, legal processes or court orders, or when investigating a loss involving Partner Bank and another financial institution. This information may be obtained at any time while these Terms are in effect between you and EarnUp, and any such information obtained may be utilized by us to provide the HPF Services. Any estimated term reduction or savings is only an estimate and does not include the impact of transaction fees. Actual term reduction may vary. EarnUp does not guarantee term reduction and makes no representation that the program will result in savings on your payment obligations.

If you believe an error has been made regarding any ACH withdrawal from your bank account, you **MUST** notify us of the suspected error as soon as possible, but in any event within sixty (60) days to enable us to notify Partner Bank. Neither we nor Partner Bank will be responsible for errors caused by erroneous information provided by you or if a withdrawal cannot be made from your bank account for any reason outside of our control or Partner Bank's control. Examples of scenarios outside of our control and Partner Bank's control include, without limitation, the following: if there are insufficient funds in your account, if there is a stop payment order on a transaction, if a force majeure ever occurs, if there are any encumbrances on your bank account, if you have breached these Terms or your relationship with EarnUp or Partner Bank has been terminated, if your bank account has closed for any reason, or if changes have been made to your loan, bill or bank account and you have not provided EarnUp and Partner Bank with at least 30 days prior notice. In the event of one or more of the above instances or errors, we may charge you a debit return fee up to \$25.00 on the first occurrence and on each subsequent occurrence (we may increase these fees upon 30 days' notice to you). The debit return fee is in addition to any other fee that may be assessed by your bank. If we or Partner Bank are the cause of an error, we will pay any fees you incur for such error up to \$50.00.

Funds will be transferred from your bank account to Partner Bank via ACH and are deposited in an account established and maintained by the Partner Bank for your benefit. You will not receive any interest generated from funds held by Partner Bank. Funds will be covered by FDIC insurance, subject to FDIC rules and limitations.

**DEPOSIT NETWORK SERVICE ACKNOWLEDGEMENT.** By utilizing HPF Services offered in partnership with a Partner Bank, your beneficial funds may be held at Partner Bank in an omnibus custodial account ("Omnibus Account"). In its ordinary course of business, Partner Bank may utilize a "Deposit Network Service" to deposit funds from the Omnibus Account into other FDIC insured banks

("Network Banks"). In the event funds from the Omnibus Account are deposited into Network Banks via the Deposit Network Service, Partner Bank will deliver funds to a custody bank ("Custodian Bank") participating in the Deposit Network Service. In the event any of your beneficial funds from the Omnibus Account arrive at a Network Bank through a Deposit Network Service, they may be eligible for FDIC insurance, however, in the event you or Partner Bank have funds, either directly or indirectly, at any of the Network Banks, such deposit insurance coverage may be adversely affected, and the principal and any accrued interest may not benefit from FDIC insurance, even if the total amount deposited in that Network Bank through the Deposit Network Service is less than the Standard Maximum Deposit Insurance Amount, as then provided by the FDIC. In addition, in the event of a failure of a Network Bank, you may be requested to provide certain personal information for the purposes of processing a claim to seek the associated FDIC insurance. In the event you do not provide such information on a timely basis, it is possible the beneficial funds will not benefit from FDIC insurance. By utilizing the HPF Services, to the extent applicable, you authorize Partner Bank to utilize a Deposit Network Service as described and acknowledge that any associated beneficial principal balance and any accrued interest may or may not benefit from FDIC insurance. The use of the Network Banks will not impact the timing or availability of funds for completing the ACH transactions under these Terms.

From time to time, as part of the HPF Service, we may offer additional programs or HPF Services that you may apply to participate in. For example, we may make additional savings programs offered by us and/or our partners available. If and when this happens, we will provide you with a full description of the additional program or service, including any additional terms and conditions, and invite you to apply. If you qualify for the additional service or program, you must accept any additional terms or conditions that apply to that particular program in order to participate. Additionally, should you choose to participate in any of EarnUp's other existing programs or HPF Services, you must also accept any additional terms or conditions that govern such program or service. Upon your doing so, both this Agreement and the specific program's terms and conditions will govern your use of the service. In the event of a conflict between these Terms and any other agreements between you and EarnUp, your most recent agreement with EarnUp prevails.

nbkc CUSTODY ACCOUNT TERMS.a. This section 10 governs HPF Services provided by nbkc bank in conjunction with the HPF Services provided by EarnUp under the Agreement. As used in this section, the term "Bank" refers to nbkc bank and its successors, affiliates, or assignees. By accessing and using the HPF Services and by having funds in a custodial account at Bank (the "Custodial Account"), you agree to be bound by these terms. For avoidance of doubt, you are contracting with the Company, not the Bank. Because the Bank has its own contractual rules and is subject to various federal and state banking laws, regulations and oversight, you must agree to any of the Bank's terms and conditions related to the Custodial Account in order to take advantage of the HPF Services. These terms supplement the terms of the Agreement. As such, the Bank's rights and your obligations under this Agreement are in addition to, and not in lieu of, any rights we have or obligations you owe to us under the Agreement. Additionally, the Bank may amend, supplement, modify or otherwise its terms and conditions at its sole discretion.i. HPF Services: Under this Agreement, a Custodial Account will be established into which all monies received relating to your participation in the HPF Services will be deposited. You understand and agree that the Custodial Account is a commingled account maintained on behalf of all participants in the Company program. The Company has partnered with Bank to provide all banking, payments and money transfer HPF Services. You understand that Bank will serve as custodian of your funds and hold and manage funds which are delivered to Bank per instructions provided by you through the Company platform and website. Bank is the only entity authorized to initiate or execute payments or transfers on your behalf. At no time will Company receive, control, or hold your funds.iii. If you terminate your relationship with Company, the Bank will cease to accept new funds into the Custodial Account from you or on your behalf, but the Bank will continue to perform its HPF Services with respect to any transactions initiated and funds received prior to the date of such



termination. If the agreement between the Bank and Company expires or terminates, you authorize any remaining funds of yours in the Custodial Account to be forwarded to a successor financial institution, as designated by Company.

iv. Confidentiality and Sharing Your Information. You understand and agree that information may be disclosed to the Company and other third parties about your funds on deposit in the Custodial Account and the transactions you make: (i) where it is necessary for completing transactions or providing the HPF Services; (ii) in order to verify the existence and condition such funds for a third party; (iii) in order to comply with government agency, government regulation, court order, or other legal or administrative reporting requirements; (iv) if you consent by giving us your written permission; (v) otherwise as necessary to fulfill our obligations under this Agreement; or (vi) as detailed in our Privacy Policy. By using our HPF Services, you also agree to the Bank's privacy policy available at <https://www.nbk.com/security/privacy-policy>.

ii. Disbursement: Funds will be debited in the Custodial Account to make payments and generate electronic fund transfers on your behalf in accordance with instructions you make through the Company platform and website in accordance with Bank's policies, and applicable banking laws and regulations.

b. The parties agree as follows:

CFSB CUSTODY ACCOUNT TERMS.a. This section 8 governs services provided by CFSB bank in conjunction with the Services provided by EarnUp under the Agreement. As used in this section, the term "Bank" refers to CFSB bank and its successors, affiliates, or assignees. By accessing and using the Services and by having funds in a custodial account at Bank (the "Custodial Account"), you agree to be bound by these terms. For avoidance of doubt, you are contracting with the Company, not the Bank. Because the Bank has its own contractual rules and is subject to various federal and state banking laws, regulations and oversight, you must agree to any of the Bank's terms and conditions related to the Custodial Account in order to take advantage of the Services. These terms supplement the terms of the Agreement. As such, the Bank's rights and your obligations under this Agreement are in addition to, and not in lieu of, any rights we have or obligations you owe to us under the Agreement. Additionally, the Bank may amend, supplement, modify or otherwise its terms and conditions at its sole discretion.i. Services: Under this Agreement, a Custodial Account will be established into which all monies received relating to your participation in the Company Services will be deposited. You understand and agree that the Custodial Account is a commingled account maintained on behalf of all participants in the Company program. The Company has partnered with Bank to provide all banking, payments and money transfer services. You understand that Bank will serve as custodian of your funds and hold and manage funds which are delivered to Bank per instructions provided by you through the Company platform and website. Bank is the only entity authorized to initiate or execute payments or transfers on your behalf. At no time will Company receive, control, or hold your funds.iii. If you terminate your relationship with Company, the Bank will cease to accept new funds into the Custodial Account from you or on your behalf, but the Bank will continue to perform its services with respect to any transactions initiated and funds received prior to the date of such termination. If the agreement between the Bank and Company expires or terminates, you authorize any remaining funds of yours in the Custodial Account to be forwarded to a successor financial institution, as designated by Company.

iv. Confidentiality and Sharing Your Information. You understand and agree that information may be disclosed to the Company and other third parties about your funds on deposit in the Custodial Account and the transactions you make: (i) where it is necessary for completing transactions or providing the services; (ii) in order to verify the existence and condition such funds for a third party; (iii) in order to comply with government agency, government regulation, court order, or other legal or administrative reporting requirements; (iv) if you consent by giving us your written permission; (v) otherwise as necessary to fulfill our obligations under this Agreement; or (vi) as detailed in our Privacy Policy. By using our services, you also agree to the Bank's privacy policy available at <http://www.cfsb.com/privacy/>.

ii. Disbursement: Funds will be debited in the Custodial Account to make payments and generate electronic fund transfers on your behalf in accordance with instructions you make through the Company platform and website in accordance with Bank's policies, and applicable banking laws and regulations.

b. The parties agree as follows:

Plaid Client uses Plaid Technologies, Inc. ("Plaid") to gather End User's data from financial institutions. By using our service, you grant Client and Plaid the right, power, and authority to act on your behalf to access and transmit your personal and financial information from the relevant financial institution. You agree to your personal and financial information being transferred, stored, and processed by Plaid in accordance with the Plaid Privacy Policy.

Participation in HPF Services is not an automatic renewal or continuous service agreement and will terminate either (1) at the direction of HPF as program administrator; (2) at your direction; and (3) at EarnUp's direction at its sole discretion. Upon termination of the agreement, we will direct any funds in your savings account to your bank, lender, servicer, or another financial institution of your choosing, subject to EarnUp's compliance policies and procedures, as well as our Processor's capabilities. If this Agreement is terminated by either you or EarnUp for any reason, all fees paid by you are considered non-refundable and fully earned by EarnUp or its assignees. Fees under this Agreement may be allocated to any of your active Agreements with EarnUp, even if this Agreement has been terminated.

#### ENTERPRISE SERVICE TERMS

These Enterprise Service Terms ("Enterprise Terms") form a part of, and are incorporated into, the EarnUp General Terms of Service, and apply to You, if you use EarnUp's Enterprise Services. EarnUp Enterprise Services means services offered to business enterprises who offer and/or sponsor payment of some portions of the Services to such business enterprise's customers or end users (which may only be done if and to the extent expressly permitted by us). If you are a business enterprise user, then these Enterprise Terms together with EarnUp's general Terms of Service will apply in addition to any other agreements between you and EarnUp. Any capitalized terms that are used but not defined in these Enterprise Terms have the meaning set forth in the EarnUp General Terms.

You will be responsible for clearly and conspicuously disclosing to your customers and end users ("end users") (including without limitation in any posted terms and conditions and in any written agreements with your customers) (i) that you (and not we) are solely responsible for all content and any services you provide to end users or any messages or content sent (or attempted to send) to, from, between or among, end users, (ii) that we will have no liability whatsoever to end users, and (iii) that we are not responsible for any disputes between you and your end users, (iv) regarding all disclaimers, warranty limitations, and limitations of liability, by us herein or otherwise with respect to the Services; and (v) with respect to use of the Services by your end users, such end users are responsible for complying with, and subject to, all the same terms as herein. You will not state or imply otherwise. You are expressly prohibited from using the Services or any information or content relating to or contain in the Services: (i) as a factor in establishing an individual's eligibility for credit; (ii) as the basis, in whole or in part, for the modification of an individual's existing loan terms or conditions; or (iii) in any other manner that would cause the Services or any content or portion of the Services to constitute or reasonably be construed by a governmental authority to constitute, a "consumer report" under the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq..

You hereby agree to indemnify, defend and hold us harmless from any allegation, loss, liability, claim made against us by any end users or otherwise arising out of any breach of this section 1.

We grant to you a limited, revocable, and nonexclusive right to create a hyperlink to our publicly available website(s), subject to the terms hereof, provided that the link does not portray us or our

products or services in a false, misleading, derogatory, or offensive matter, and provided you do not i-frame them or alter the content therein or in any way imply a relationship therewith. You may not use any logo, trademark, or tradename that may be displayed on this site or other proprietary graphic image in the link without our prior written consent.

Neither party will issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement or otherwise use the other party's trademarks, service marks, trade names, logos, domain names or other indicia of source, affiliation or sponsorship, in each case, without the prior written consent of the other party, which consent will not be unreasonably withheld, conditioned or delayed, provided, however, that we may, without your consent, include your name and/or other indicia in our lists of current or former customers in promotional and marketing materials. Additionally, upon your consent, we may prepare a case study relating to your access and use of the Services, including but not limited to one or more testimonials from you or your users, aggregated data of the results of your use of the Services, and other informational material as determined by us. you agree to provide reasonable assistance to us and timely responses in our preparation of said case study.

You may be able to connect your Earnup account to your account with other parties in order to access such third party's contracted services, including but not limited to data/information services. If there are any questions or concerns about your third party services, you should contact the provider. EARNUP WILL HAVE NO OBLIGATION OR LIABILITY WHATSOEVER ARISING OUT OF OR RESULTING FROM ANY THIRD PARTY SERVICES, INCLUDING BUT NOT LIMITED TO ANY INFORMATION/DATA SERVICES. EARNUP MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE INFORMATION OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) SUPPLIED BY ANY THIRD PARTY HEREUNDER, AND EARNUP HEREBY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO THE ACCURACY, COMPLETENESS, OR CURRENTNESS OF ANY THIRD PARTY SERVICES OR DATA OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

#### API TERMS

These API Terms ("API Terms") form a part of, and are incorporated into, the EarnUp General Terms of Service, and apply to you, if you access, use, or connect with any EarnUp API. EarnUp API(s) or API(s) means API, any and all software/code in and related to such API, documentation, developer materials, and/or any other software or technology, including but not limited to The Partner API. Any capitalized terms that are used but not defined in these API Terms have the meaning set forth in the EarnUp General Terms of Service.

You may not use the APIs and may not accept the Terms if (a) you are not of legal age to form a binding contract, or (b) you are a person barred from using or receiving the APIs under the applicable laws of the United States or other countries including the country in which you are resident or from which you use the APIs. If you are using the APIs on behalf of an entity, you represent and warrant that you have authority to bind that entity to the Terms and by accepting the Terms, you are doing so on behalf of that entity (and all references to "you" in the Terms refer to that entity).

In order to access certain APIs you may be required to provide certain information (such as identification or contact details) as part of the registration process for the APIs, or as part of your continued use of the APIs. Any registration information you give to EarnUp will always be accurate and up to date and you'll inform us promptly of any updates

If we grant you access to APIs, such API Access will be considered part of the Services. "API Access" is the ability via API to access certain Services, account information and/or features, and to execute

commands for your Account(s). You may not use your API Access, including any data obtained therefrom, for purposes other than managing your EarnUp Account(s) to which the API Access relates. We grant you a non-exclusive, revocable, non-transferable, non-sublicensable, limited, internal-use license to use the API solely for API Access. Your use of API Access will not place an unreasonable or disproportionately large load on our systems (as determined by us) or exceed access frequency limits set by us from time to time. EarnUp sets and enforces limits on your use of the APIs (e.g. limiting the number of API requests that you may make or the number of users you may serve), in our sole discretion. You agree to, and will not attempt to circumvent, such limitations documented with each API. If you would like to use any API beyond these limits, you must obtain EarnUp's express consent (and EarnUp may decline such request or condition acceptance on your agreement to additional terms and/or charges for that use). To seek such approval, contact the relevant EarnUp API team for information (e.g. by using the EarnUp developers console). In the event your use of any Service terminates your API Access to such Service will terminate effective immediately. Some of the software required by or included in our APIs may be offered under an open source license. Open source software licenses constitute separate written agreements. For certain APIs, open source software is listed in the documentation. To the limited extent the open source software license expressly supersedes the Terms, the open source license instead sets forth your agreement with EarnUp for the applicable open source software.

You will only access (or attempt to access) an API by the means described in the documentation for that API. If EarnUp assigns you developer credentials (e.g. client IDs), you must use them with the applicable APIs. The APIs are designed to help you enhance your websites and/or applications ("API Client(s)"). You will not misrepresent or mask either your identity or your API Client's identity when using the APIs or developer accounts. Developer credentials (such as passwords, keys, and client IDs) are intended to be used by you and identify your API Client. You will keep your credentials confidential and make reasonable efforts to prevent and discourage other API Clients from using your credentials. Developer credentials may not be embedded in open source projects.

**Sandbox Environment.** EarnUp may provide tools and materials such as EarnUp accounts and sample data as part of a sandbox environment to allow developers to use such tools and materials solely for internal testing. All tools and materials are provided "AS IS" and may be removed or modified at any time. You agree that all use of such tools and materials will be in accordance with EarnUp's usage policies which may change from time to time. Intuit may post on the developer's site and/or send an email to you with notices of any changes. You may use anonymous, non-live data only. EarnUp may charge you the then-current fee for the tools and materials if EarnUp reasonably believes that you have used such materials in breach of these terms.

**YOU AGREE THAT EARNUP MAY MONITOR USE OF THE APIS TO ENSURE QUALITY, IMPROVE EARNUP PRODUCTS AND SERVICES, AND VERIFY YOUR COMPLIANCE WITH THE TERMS.** This monitoring may include EarnUp accessing and using your API Client, for example to identify security issues that could affect EarnUp or its users. You will not interfere with this monitoring. EarnUp may use any technical means to overcome such interference. EarnUp may suspend access to the APIs by you or your API Client without notice if we reasonably believe that you are in violation of the Terms.

You will use commercially reasonable efforts to protect user information collected by your API Client, including personal data, from unauthorized access or use and will promptly report to your users any unauthorized access or use of such information to the extent required by applicable law. EarnUp does not acquire ownership in your API Clients, and by using our APIs, you do not acquire ownership of any rights in our APIs or the content that is accessed through our APIs.

When using the APIs, you may not (or allow those acting on your behalf to): (a) Sublicense an API for use by a third party. Consequently, you will not create an API Client that functions substantially the same as the APIs and offer it for use by third parties; (b) Perform an action with the intent of introducing to EarnUp products and services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature; (c) Defame, abuse, harass, stalk, or threaten others; (d) Interfere with or disrupt the APIs or the servers or networks providing the APIs; (e) Reverse engineer or attempt to extract the source code from any API or any related software, except to the extent that this restriction is expressly prohibited by applicable law; and/or (f) Remove, obscure, or alter any EarnUp terms of service or any links to or notices of those terms.

**WARRANTIES.** EXCEPT AS EXPRESSLY SET OUT IN THE TERMS, NEITHER EARNUP NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE APIS. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT ACCESSED THROUGH THE APIS, THE SPECIFIC FUNCTIONS OF THE APIS, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE APIS "AS IS". SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED FOR IN THE TERMS, TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES, GUARANTEES, CONDITIONS, REPRESENTATIONS, AND UNDERTAKINGS.

**TERMINATION.**a. You may stop using our APIs at any time with or without notice. Further, if you want to terminate the Terms, you must provide EarnUp with prior written notice and upon termination, cease your use of the applicable APIs. EarnUp reserves the right to terminate the Terms with you or discontinue the APIs or any portion or feature or your access thereto for any reason and at any time without liability or other obligation to you.c. Surviving Provisions. When the Terms come to an end, those terms that by their nature are intended to continue indefinitely will continue to apply.

b. Your Obligations Post-Termination. Upon any termination of the Terms or discontinuation of your access to an API, you will immediately stop using the API and delete any cached or stored content that was permitted by the cache header. EarnUp may independently communicate with any account owner whose account(s) are associated with your API Client and developer credentials to provide notice of the termination of your right to use an API.

Previous Terms of Use:

[Terms of Use \(2022\)](#)

[Terms of Use \(2020\)](#)

[Terms of Use \(2019\)](#)