



I have reviewed and consent to the following:

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**By completing and signing this Enrollment Form, the undersigned (You, you, or your) agrees to enroll in EarnUp Inc (EarnUp, we, us, our) program. All services provided by EarnUp, and your acceptance and use of such services, are subject to the fees set forth above (the Fees) and the terms and conditions on the subsequent pages of this form (which, together with this Enrollment Form, constitutes your Agreement). You may add additional loans or bills on to the EarnUp platform in the future. By completing and signing this Enrollment Form you agree that those additional loans or bills will be incorporated by reference into this Agreement and this Agreement will also apply to those loans or bills.**

**Short message service authorization: You authorize EarnUp to send you automated text messages to notify you of withdrawals (sometimes referred to as debits), payments, marketing communications, and other activities. Delivery of text messages is optional, and you can opt out at anytime.**

**GETTING IN TOUCH WITH US**

If you have questions about your account, please don't hesitate to contact us directly  
Phone: (888) 228-0341      Email: [support@earnup.com](mailto:support@earnup.com)

## TERMS AND CONDITIONS

Welcome to EarnUp. The following terms and conditions (Agreement) govern your use of our service. **If you have any questions please let us know by emailing us at [support@earnup.com](mailto:support@earnup.com). Please keep a copy of this Agreement for your records.**

1. We will contact you to let you know we received this form. Please be aware that we may accept or reject any form in our sole discretion. UNTIL YOU RECEIVE CONFIRMATION THAT WE HAVE ACCEPTED YOUR ENROLLMENT, YOU MUST CONTINUE TO MAKE YOUR LOAN OR BILL PAYMENTS. NEITHER WE NOR THE PAYMENT PROCESSORS OR BANKS WE SELECT IN OUR DISCRETION (PROCESSOR) WILL BE RESPONSIBLE FOR ANY LATE PAYMENTS, NONPAYMENT, OR EVENT OF DEFAULT CAUSED BY YOUR FAILURE TO MAKE PAYMENTS.

2. Please note that, when using EarnUp as a loan or bill repayment tool, if your loan has an existing auto-withdrawal option, you may need to cancel that service prior to utilizing our services. Neither we nor the Processor will be liable for any loss of benefits to you or any other person as a result of such cancellation.

3. In order to use the service, you direct us to transfer information provided by you or your authorized representatives to the Processor, and you authorize us and the Processor to make all necessary arrangements and transactions to perform the payment services, including via Automated Clearing House (ACH) transactions from your designated funding account in the amounts necessary, or the amounts you provide to us, to pay your lender or creditor and our Fees until this Agreement terminates. Please note withdrawal amounts can change due to adjustments in payment obligations and can be modified in order to meet minimum payment amounts owed.

4. In order to use the Service, you further authorize us and Processor to (i) obtain information regarding your loans, bills, and bank accounts from your lenders or creditors, banks, partners or servicers, (ii) release information regarding your loans, bills, or bank accounts as needed to make a transaction, comply with governmental reporting obligations, legal processes or court orders, or when investigating a loss involving Processor and another financial institution. This information may be obtained at a later date, after signing this Agreement. Please note that, while using EarnUp as a loan or bill repayment tool, any estimated term reduction or savings is only an estimate and may not include the impact of enrollment or 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 loan

5. YOU UNDERSTAND THAT WE SOLELY PROVIDE YOUR INFORMATION TO PROCESSOR ON A PASS THROUGH BASIS. ONLY PROCESSOR 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.

6. This Agreement is not an automatic renewal or continuous service agreement and will terminate either (i) automatically once your loan or bill is paid in full; or (ii) 30 days after either you or we send a notice of termination to the other.

7. From time-to-time we may, in our sole discretion, offer certain promotional programs to you where we will waive our monthly fee and instead apply the extra amount withdrawn to (i) the principal of your loan or (ii) additional payment on your bill. You

acknowledge and agree that during such promotional programs you have entered into, the total recurring withdrawal indicated above will still be withdrawn and the extra amounts will be as set forth above.

8. 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 assigns. Fees under this Agreement may be allocated to any of your active Agreements with EarnUp, even if this Agreement has been terminated.

9. This Agreement is not an automatic renewal or continuous service agreement and terminates: (i) when you or we provide 30 days written notice of termination to the other party or (ii) if you are using EarnUp as for loan repayment, when the loan is paid in full. We or Processor will review your EarnUp account when it terminates, and any funds that Processor has collected on your behalf and not paid to your lender or creditor will be refunded to you within 14 days.

10. If you believe an error has been made regarding any ACH withdrawal from your account, you MUST notify us of the suspected error as soon as possible, but in any event within 60 days so we can notify Processor. Neither we nor Processor will be responsible for errors caused by erroneous information provided by you or if a withdrawal cannot be made from your account for any reason outside of our or Processor's control. Examples of scenarios outside of our and Processor'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 event occurs, if there are any encumbrances on your account, if you have breached this Agreement, if your account has closed for any reason, or if changes have been made to your loan, bill or bank account and you have not provided us and Processor with at least 30 days prior notice.

For all services other than the HELOC Bill Pay Program (see below): in the event of one or more of the above instances or errors, we may charge you a debit return Fee of \$35.00 on the first occurrence and on each subsequent occurrence (we may increase these Fees may upon 30 days' notice to you). The debit return fee is in addition to any other fees that may be assessed by your bank. Please be aware that Federal Reserve Regulation E entitles you to an immediate reimbursement of any amount transferred by Processor that isn't authorized by you. You may notify your institution to protest that unauthorized transfer and we, on behalf of Processor, will assume responsibility for the error. If you protest a transfer that was authorized in this Agreement, you may be liable for 3 times the amount EarnUp has reimbursed you and legal fees associated with a violation of use for Regulation E.

For HELOC Bill Pay Program services: This Agreement governs your use of the bill pay program that allows you to access funds available to you through your home equity line of credit account, serviced by the servicer of your loan, to make payments to third parties (the "HELOC Bill Pay Program"). The HELOC Bill Pay Program draws on the available credit balance of the home equity line of credit. The repayment terms, fees, finance charges, maturity and other significant terms applicable to your home equity line of credit are set forth in your Home Equity Line of Credit Agreement, or equivalent. This Agreement does not amend any provision or term of your Home Equity Line of Credit Agreement. In the event this Agreement conflicts with your Home Equity Line of Credit Agreement, this Agreement controls. Any error that you believe has occurred will be addressed in accordance with the Truth In Lending Act, Regulation Z. If you think your home equity line of credit bill is wrong, or if you need more information about a transaction on

your bill, write the servicer of your home equity line of credit at the address shown on your bill as soon as possible. Your servicer must hear from you no later than 60 days after it sent you the first bill on which the error or problem appeared. You can telephone the servicer, but doing so will not preserve your rights. In your letter, give the servicer the following information: Your name and account number, the dollar amount of the suspected error, and a description of the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about. You do not have to pay any amount in question while the servicer is investigating, but you are still obligated to pay the parts of your bill that are not in question. While the servicer investigates your question, it cannot report you as delinquent or take any action to collect the amount you question. The servicer can continue to bill you for the amount you question, including finance charges, and the servicer can apply any unpaid amount against your credit limit.

11. Funds will be transferred from your account to Processor via ACH, and are deposited in a commercial account at a U.S. based financial institution or if Processor is a bank, then in an account of that bank. If Processor is not a bank, then Processor reserves the right to choose and change depository institutions in its discretion. Funds held will be remitted to your lender or creditor once per month. You will not receive any interest generated from funds held by Processor.

12. You agree to release, indemnify and hold harmless us, Processor, and each of our and Processor's respective officers, directors, employees, agents, stockholders, and affiliates from and against any and all claims, demands, losses, liabilities, obligations, actions, damages, expenses or costs, including reasonable legal expenses, which we or they may suffer, sustain or become subject to that arise out of or relate to (i) the information provided by you to us, (ii) your breach of any of your obligations contained herein, and (iii) the inability of Processor to make payment for any reason caused by you (whether through your action or inaction), and (iv) any change to your loan, bill, or bank account as a result of enrolling in the payment service.

13. WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY OF THE SERVICES OFFERED, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE OR MERCHANTABILITY. IN NO EVENT SHALL WE OR PROCESSOR BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE OR THAT COULD HAVE BEEN FORESEEN, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL OUR PROCESSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY, EXCEED THE FEES PAID BY YOU TO EARNUP HEREUNDER.

14. We may assign this Agreement or any right or obligation of this Agreement without your consent. If any term in this Agreement is found to be invalid or unenforceable, then the balance of the Agreement shall be enforced without the invalid or unenforceable term. You and we are the only parties to this Agreement. This is an independent agreement with us, we are not a legal partner, employee, representative, or agent of your lender

or creditor. We agree and acknowledge that we are solely responsible for determining the method and means by which we will accomplish the services called for under the Agreement and we will otherwise fulfill its obligations hereunder. Processor and Processor's bank, if applicable, are in no way liable for any errors, reversals, or protests, and you agree to hold Processor and, if applicable, its business bank harmless in the result of any disputes. This Agreement shall be interpreted and performed in accordance with the laws of the State of Delaware without giving effect to its conflicts of law principles. Any dispute or claim arising from or relating to this Agreement or the services provided under this Agreement, including any dispute or claim regarding the applicability of this Section, shall be settled by binding arbitration administered by the National Arbitration Forum under its Code of Procedure in effect at the time the claim is filed in San Francisco County, California. NEITHER PARTY SHALL PARTICIPATE AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION UNDER THIS SECTION. CLAIMS OF THIRD PARTIES SHALL NOT BE JOINED IN ANY ARBITRATION BETWEEN YOU AND EARNUP. You and we acknowledge and agree this arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. In the event you fail to adhere to the terms of the mandatory arbitration provisions contained in this Section, you shall reimburse and indemnify us for our reasonable attorneys' fees and costs incurred in enforcing this Section, including without limitation, the attorneys' fees and costs incurred in compelling arbitration and/or dismissing any lawsuit filed in violation of this Section. YOU AND WE HEREBY ACKNOWLEDGE AND AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY COURT OR JURY AS A MEANS OF RESOLVING ANY DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT. You agree to the terms and conditions of our Privacy Policy (located at <http://EarnUp.com/privacy>), which is incorporated by reference into this Agreement.

15. We may call or text message (SMS) you at a mobile phone number that you have provided to us. If you do not wish to be contacted on your mobile number please contact us to have your mobile number removed from your account. All notices shall properly identify your identity, be in writing and shall be considered effective when received by the appropriate party at the address specified herein, or to such other address as you or we may designate, pursuant to this Section. It is your sole responsibility to provide us notice within seven days of any change in your contact information or any information required to service your account (unless a longer period is stated elsewhere in this Agreement) by phone (888-228-0341) or email ([support@earnup.com](mailto:support@earnup.com)). For other matters, we may be contacted at EarnUp, 2370 Market St., Suite 202, San Francisco, CA 94114. Email: [support@earnup.com](mailto:support@earnup.com).