

TERMS AND CONDITIONS

Welcome to EarnUp Inc. (“EarnUp”)! The following terms and conditions (Agreement) govern your use of our service. If you have any questions, please let us know by emailing support@EarnUp.com. **Please keep a copy of this Agreement for your records.**

1. For your use of the service, you direct us to transfer information provided by you or your authorized representatives to any payment processor or bank EarnUp selects in its discretion (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 bank account in the amounts necessary, or the amounts you provide to us, to pay your lender and our fees until this Agreement terminates. Please note withdrawal amounts can change in order to meet minimum payment amounts that you may owe on your payment obligations.
2. For your use of the service, you further authorize us and Processor to (x) obtain information regarding your loan/bank account from your lenders, banks, billers, partners or servicers, (y) 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 Processor and another financial institution. This information may be obtained at any time during this Agreement, 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 loan.
3. From time to time, as part of the EarnUp service, we may offer additional programs or services that you may apply to participate in. When this happens we will provide you 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. Upon your doing so, both these Terms and the specific program's terms and conditions will govern your use of the service. In the event of a conflict between this Agreement and any other agreements between you and EarnUp, your most recent agreement with EarnUp prevails.
4. YOU UNDERSTAND THAT WE SOLELY PROVIDE YOUR INFORMATION TO THE PROCESSOR ON A PASS THROUGH BASIS. ONLY THE 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.
5. This Agreement is not an automatic renewal or continuous service agreement and will terminate either (1) automatically once your loan is paid in full; or (2) 30 days after either you or we send a written notice of termination to the other.
6. From time-to-time we may, in our sole discretion, offer certain promotional programs to you wherein we will waive our monthly fee and instead apply the extra amount withdrawn to the principal of your loan. You acknowledge and agree that during such promotional programs you have entered into, the total recurring withdrawal debited from your account will still be withdrawn and the extra amounts will be applied towards the principal of your loan.
7. 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.
8. This Agreement terminates (1) automatically when your loan is paid in full, or (2) when you or we provide 30 days written notice of termination to the other party. If we terminate for any reason, no refund of fees will be made to you. 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 will be refunded to you within 14 days.
9. 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 ever 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. 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 Processor are the cause of an error, we will pay any fees you incur for such error up to \$50.00. Please be aware that 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.

10. 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 may be remitted to your lender once per month. You will not receive any interest generated from funds held by Processor. Funds will be covered by FDIC insurance, subject to FDIC rules and limitations.

11. In some instances, Processor may be Synapse Financial Technologies, Inc. In such instances, those bank services may be provided by Evolve Bank & Trust, member FDIC. By using the EarnUp platform, you agree to Synapse FI's [Terms of Service](#) and [Privacy Policy](#). You also agree to the attached Synapse Financial Technologies, Inc. Custody Account Agreement, which is incorporated by reference.

12. **DEPOSIT NETWORK SERVICE ACKNOWLEDGEMENT.** By utilizing the services, your beneficial funds may be held at Processor in an omnibus custodial account ("Omnibus Account"). In its ordinary course of business, Processor 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, Processor 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 Processor 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, you authorize Processor 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 this Agreement.

13. 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).

14. 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 HAVE BEEN DISCLOSED IN ADVANCE OR THAT COULD HAVE BEEN REASONABLY 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 OR 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.

15. 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. 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.

16. 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 between you and EarnUp, including those 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

Last Updated: August 2020

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 OR THE SERVICES.**

17. You agree to the terms and conditions of our Privacy Policy (located at <https://myearnup.com/privacy-policy>) which is incorporated by reference into this Agreement. We will post updates to our Privacy Policy on our website.

18. **You authorize us to call or text message (SMS) you, using automated means, at a mobile phone number that you have provided to us, to notify you of withdrawals, payments, marketing communications, and other activities. Delivery of text messages is optional and you can opt out at anytime. If you do not wish to be contacted on your mobile number please contact us to have your mobile number removed from your account.**

19. 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 (800-209-9700) or email (support@EarnUp.com). For other matters, we may be contacted at EarnUp, 2370 Market St., Suite 203, San Francisco, CA 94114. Email: support@EarnUp.com

20. You consent to receive in electronic form all documents that EarnUp is required or permitted to give you in writing. Further details about this election, including technical requirements and how to opt out and obtain EarnUp documents in paper rather than electronic form, are found at <https://enroll.earnup.com/assets/docs/e-sign-consent.pdf>

21. We reserve the right to amend these Terms in our discretion, and we will provide you electronic notice when we do so.

SYNAPSE FINANCIAL TECHNOLOGIES, INC

CUSTODY ACCOUNT AGREEMENT

Effective as of: [06.21.19]

This Custody Account Agreement (this “Agreement”) governs the custody account (the “Account”) made available to you by Synapse Financial Technologies, Inc. (“Synapse”), as a technology service provider of Evolve Bank & Trust (“Bank”), a member of the Federal Deposit Insurance Corporation (the “FDIC”). Access to your Account and the services under this Agreement is available only through the website and/or phone application (the “App”) of the EarnUp (“Platform”) that is responsible for making the services available to you and as a result, some services under this Agreement may not be available to you. You should review your agreement with Platform for a complete list of services available. As used in this document the words “we”, “our”, and “us” refer to Bank and Synapse, our successors, affiliates, or assignees, and the words “you”, and “your” refer to the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the Account.

In providing this Agreement to you, Synapse is acting as Bank’s agent. As Bank’s agent, Synapse will be responsible for carrying out some of our responsibilities under this Agreement, including receiving notices from you, responding to any notices relating to questions or complaints concerning your Account, and other responsibilities described below. Accordingly, where we are responsible for matters under this Agreement, those matters may be handled either by Synapse or by us directly. All banking, payments and transmissions services are offered by Bank.

1. **Appointment:** User appoints us as User’s Custodian, agent, and attorney-in-fact to hold, but not to manage, the money, which User delivers to its Custody Account with us (the “Account”).
2. **Services:** User hires Bank to accept, hold and deliver as directed the User’s fiat currency.
3. **Customer Information:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When User opens an account, Bank will require that User provides his/her name, address, date of birth, or other appropriate information that will allow Bank to identify User. Bank may also ask to see User’s driver’s license or other identifying documents. User also authorizes [EarnUp] to provide this information to Bank as is necessary to establish this Account.
4. **Disbursement:** Bank shall, at User’s direction, generate electronic funds transfer on behalf of the User. Any and all transaction request related to this Account shall be performed by User via Platform’s website and We will not receive any transactions order or requests directly from User.
5. **FDIC Insurance on Your Account:** The insurance on the Custody Account will be limited to a combined total of \$250,000 for all deposits held in the same legal ownership with the Bank, which includes this Account and any other balances you have directly or through other intermediaries with the Bank. An individual with several different accounts at the Bank would have these accounts’ balances aggregated for the purposes of FDIC insurance coverage, limited to \$250,000.
6. **Consent to Use Electronic Signatures and Communications and Statements:** To the fullest extent permitted by law, this Agreement, account statements, notices and other communications (collectively, “Communications”) from us to you regarding your account(s) and related services with us may be provided to you electronically, and you consent and agree to receive those communications in an electronic form. Electronic Communications may be posted on the pages within the EarnUp Website and/or delivered to your email address. You may print a paper copy of or download any electronic communication and retain it for your records. All Communications in electronic format will be considered to be “in writing,” and to have been received on the day of posting, whether or not you have received or retrieved the Communication. We reserve the right to provide Communications in paper format.
 - 6.1. Your consent to receive Communications electronically is valid until you revoke your consent by notifying us of your decision to do so. If you revoke your consent to receive Communications electronically, Platform will terminate your right to use the EarnUp Website and/or Mobile App or to obtain or maintain EarnUp account(s) and related services, and you accept sole liability for resulting from an involuntary termination of your EarnUp Account(s) and related services, to the extent permitted by law.
 - 6.2. Except as expressly provided otherwise in this Agreement, we will mail, send electronically, or otherwise make Communications available to User. Please review promptly all Communications we deliver or make available to you. If Communications are mailed to you, they will be delivered to you at the postal address shown in our records. If Communications are sent to you electronically, they will be delivered to you at the email address shown in our records or otherwise made available to you on the EarnUp Website and/or Mobile App. However, we retain printable versions of your Account statements for seven (7) years or longer periods as may be required by applicable law. You agree to give EarnUp notice of any change of your postal or email address. Any account owner or authorized signer of a joint account may change the mailing address for your Account. Notice to any Account owner shall constitute notice to all joint Account owners in a joint account.
7. **Reporting to User (Statements):** Statements will be made available to you on EarnUp Website or Mobile App on a periodic basis at approximately monthly intervals, unless we specify to you another interval period when you open your account or thereafter.
 - 7.1. Electronic statements are available to view and print on the Website or Mobile App (if available). Account statements are considered to be correct. Carefully review your statement each statement cycle and notify us of any errors within sixty (60) days of your statement becoming available. Bank shall not be liable to User for any error not reported to Bank within that period of sixty (60) days.
8. **Standard of Care, Limitation of Liability:** Bank agrees to perform its duties to the standard of a professional custodian and shall be liable to User only for claims, losses, liabilities, and expenses arising from its gross negligence or willful misconduct, or its failure to act in accordance with this Agreement, unless the claims, losses, liabilities, and expenses are shown to have resulted from User’s actions or Bank’s reasonably following an instruction from User.
 - 8.1. Bank shall have no liability for acting on instructions from User accepted or interpreted by Bank in good faith according to the terms of this Agreement, declining to act on instructions whose authenticity or accuracy cannot be verified to Bank’s satisfaction, or not acting on instructions not actually received.
 - 8.2. Except as required by applicable law, Bank shall have no liability to you if Bank is unable to complete a transaction for any reason beyond its control. Except as otherwise expressly provided in this Agreement or as otherwise required by applicable law, Bank, any affiliates, and the parties with whom Bank and its affiliates contract in order to offer your Account and related services are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to the your Account, any products or services purchased using Account, or this Agreement (as well as any related or prior agreement you may have had with us).
9. **Right to Offset:** If User shall be indebted to Bank or any of its affiliates for any amount, payment of which is past-due, Bank may transfer to itself or such affiliate the amount necessary to satisfy the indebtedness.
10. **No Warranty of Availability or Uninterrupted Use:** From time to time, services related to the Services and the Account may be inoperative. When this happens, you may be unable to access the Website, and you may be unable to use the Account or obtain information about the Account. Please notify us if you have any problems using the Account or Website. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.
11. **User’s Responsibilities:**
 - 11.1. **Password Security, Contact Information:** You are responsible for maintaining adequate security and control of any and all IDs, passwords, hints, personal identification numbers (PINs), or any other codes that you use to access the Account. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your Account by third-parties and the loss or theft of any funds held in your Account and any associated accounts, including your Account. You are responsible for keeping your email address and telephone number up to date in order to receive any notices or alerts that we may send you. We assume no responsibility for any loss that you may sustain due to compromise of account login credentials due to no fault of Bank and/or failure to follow or act on any notices or alerts that we may send to you. In the event you

- believe your Account information has been compromised, contact Synapse immediately at help@synapsefi.com or call us at +1(415) 688-2943.
12. **Taxes:** It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Your transaction history is available through your Account and the EarnUp Website and Mobile App.
 13. **Communication with Bank/Unclaimed Property:** If Bank is holding funds in your account, and Bank is unable to contact you and has no record of your use of the Services for several years, applicable law may require Bank to report these funds as unclaimed property to the applicable jurisdiction. If this occurs, Bank will try to locate you at the address shown in our records, but if Bank is unable to locate you, it may be required to deliver any such funds to the applicable state or jurisdiction as unclaimed property. Bank reserves the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by applicable law.
 14. **Indemnification of Bank:** User shall indemnify and defend Bank and its officers, directors, employees, agents, and representatives, and hold each of them harmless, against suit, judgment, asserted claim, demand, excise taxes, claims, liabilities or losses, including fees of counsel, interest and other expenses, arising directly or indirectly from your breach of your obligations under this Agreement or those arising from the instructions or actions of User or of third parties whom User has permitted to direct, manage, view or otherwise act or omit to act in connection with the Account. If the Bank or its officers, directors, employees, agents or representatives is entitled to indemnification against a claim under this Agreement, it shall give the User prompt notice of the claim and any further pleadings, communication or other information connected with it. User shall defend the Bank, and its officers, directors, employees, agents, and representatives, or pay for the cost of its defense, as the Bank or its officers, directors, employees, agents or representatives shall elect. The parties shall cooperate for the cost-effective defense of the claim, and the Bank and its officers, directors, employees, agents and representatives shall not settle any claim for which indemnification is demanded without the consent of the User.
 15. **Confidentiality and Sharing Your Information:** We may disclose information to Platform and other third parties about your Custodial Account or the transactions you make:
 - 15.1. Where it is necessary for completing transactions;
 - 15.2. In order to verify the existence and condition of your Account for a third party;
 - 15.3. In order to comply with government agency, government regulation, court order, or other legal or administrative reporting requirements;
 - 15.4. If you consent by giving us your written permission;
 - 15.5. To our employees, auditors, affiliates, service providers, or attorneys as we deem to be necessary; or
 - 15.6. Otherwise as necessary to fulfill our obligations under this Agreement or as detailed in our Privacy Policy.
 16. **Governing Law:** This Agreement shall be governed by the laws of the State of Tennessee; except that rights and duties as between persons constituting the User with respect to property owned by them jointly shall be determined by the laws of the jurisdiction ordinarily applicable to such persons and property.
 17. **Alternative Dispute Resolution (Arbitration Statement):** Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) this Agreement; ii) the Account or Services; iii) your use of the Account or Services; iv) the amount of funds Account; v) advertisements, promotions or oral or written statements related to the Account or Services; vi) the benefits and services related to the Account or Services; or vii) transactions made using Account or Services, no matter how described, pleaded or styled, shall be FINALLY and EXCLUSIVELY resolved by binding individual arbitration conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. 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). The arbitration shall occur in Shelby County, Tennessee.
 - 17.1. ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.
 - 17.2. For a copy of the procedures, to file a Claim or for other information about this organization, contact it at: AAA, 335 Madison Avenue, New York, NY 10017, or at www.adr.org.
 - 17.3. All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.
 - 17.4. NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.
 - 17.5. This arbitration provision shall survive: i) the termination of the Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of your Account, or any amounts owed on your Account, to any other person or entity; or iv) closing of the Account. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.
 - 17.6. IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, EMAIL US AT HELP@SYNAPSEFI.COM TO CLOSE THE ACCOUNT AND REQUEST A REFUND, IF APPLICABLE.
 18. **Survival:** All provisions of this Agreement shall survive the termination of this Agreement or closure of your Account by either party for actions arising in connection with this Agreement or your Account(s).
 19. **English Language Controls:** Any translation of this Agreement is provided for your convenience. The meaning of the terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.
 20. **Customer Service:** For customer service or additional information regarding your Custody Account, please contact us at:
 - 20.1. Call us at +1(415) 688-2943
 - 20.2. Email us at help@synapsefi.com
 - 20.3. Hours. Customer Service agents are available to answer your calls:
 - 20.3.1. Eastern Time: Monday through Friday: 10:00 AM – 5:00 PM.
 - 20.3.2. Central Time: Monday through Friday: 10:00 AM – 5:00 PM.
 - 20.3.3. Pacific Time: Monday through Friday: 10:00 AM – 5:00 PM.
 21. **Telephone Monitoring/Recording:** From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable.
 22. **Amendment and Cancellation:** Except as otherwise required by applicable law, we may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement at the EarnUp Website, and any such amendment shall be effective upon such posting to the Website. The Agreement is also available on our Website. You will be notified of any amendment(s) in the manner provided by applicable law prior to the effective date of the amendment(s). However, if the amendment(s) is made for security purposes or your benefit, we may implement it without prior notice.
 - 22.1. We may cancel or suspend your Account or this Agreement at any time. You may cancel this Agreement by emailing us at help@synapsefi.com to close your Account. Your cancellation of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to cancellation.
 - 22.2. If your Account is canceled, closed or terminated for any reason, you may request the balance to be returned to your Account. Allow at least fourteen (14) days for processing of such balance return. In the event the EarnUp's program is canceled, closed, or terminated, EarnUp or we will send you prior notice, in accordance with applicable law. Specific information and instructions, including how to convert and receive any remaining Account balance, will be included in the notice.

IMPORTANT: If you terminate your relationship with EarnUp, the Account will automatically be closed. Upon closure, any remaining funds in the Account will be converted and returned to you in accordance with this section