



United States Professional Service Terms

Last Updated: June 24, 2024

These Professional Service Terms (the "Professional Service Terms") apply to Affirm's provision of and Merchant's access to and use of the Services in the United States with respect to any Merchant Product that includes Professional Services (as defined below) or to the extent a Merchant provides a platform or marketplace for Professionals to provide Customers with Professional Services. A "Professional Service" is a service that requires extended analysis, the exercise of discretion and independent judgment, or the application of an advanced, specialized type of knowledge, expertise, or training customarily acquired either by a prolonged course of study or equivalent experience in the field. Examples of Professional Services include, but are not limited to, accounting, architecture, education, financial consulting, home improvement and maintenance, and legal services. A "Professional" is an individual who provides a Professional Service.

Capitalized terms used in these Professional Service Terms but not defined below are defined in the Agreement. In the event of any inconsistency, conflict, or ambiguity as to the rights and obligations of the Parties under these Professional Service Terms, the terms of the Professional Service Terms will control and supersede any such inconsistency, conflict, or ambiguity.

- 1. Professionals.** Merchant will require that all Professionals comply with these Professional Service Terms as if such Professionals were "Merchant" under these Professional Service Terms. Merchant will be solely liable for the failure of any Professional to comply with the obligations set forth in the Agreement, and any action or inaction of Professionals (including any action or inaction that causes or would reasonably be expected to cause Merchant to be in breach of any of Merchant's obligations under the Agreement).
- 2. Loan Application Process.** Merchant will require that each Customer use their personal device to complete the loan application process. Merchant will not assist Customers in the loan application process for the Services.
- 3. Due Diligence.** Merchant is solely responsible for conducting due diligence ("Required Due Diligence") on a Professional who wishes to make the Services available through Merchant Channels prior to the Professional's onboarding and use of such Services. Required Due Diligence will be in accordance with certain criteria provided by Affirm, as may be updated by Affirm from time to time. If Merchant does not conduct the Required Due Diligence for a Professional, Affirm may refuse to allow the Professional to offer the Services. Merchant will promptly comply with any reasonable request by Affirm for additional information regarding a Professional that may impact Affirm's due diligence procedures. To support Affirm's due diligence processes, Merchant will promptly notify Affirm at aml@affirm.com upon learning of any material changes to a Professional's information (including, but not limited to, a change in legal name, social security number, address, beneficial ownership and PEP and sanctions status).
- 4. Training Materials.** Affirm will provide Merchant with appropriate training materials and instructions for the purpose of promoting the Services through Professional Services (collectively, "Professional Services Training Materials"). Merchant will ensure its Professionals comply with the Professional Services Training Materials and will not make any statements, commitments, representations or warranties with respect to Affirm or the Services, except as expressly authorized in advance and in writing by Affirm, which authorization may be in the Professional Services Training Materials. The Parties will identify and agree upon the means of training Professionals. Merchant will be solely responsible for ensuring that its Professionals (a) complete all required training prior to performing Professional Services, and (b) comply with the Professional Services Training Materials provided by Affirm. Upon Affirm's request, Merchant will certify to Affirm that all Professionals have completed Affirm's required training. Merchant will promptly notify Affirm in the event Merchant becomes aware

that the Professional is not or the Professional Services conducted in connection with the Services are not in compliance with the Training Materials.

5. **Marketing Compliance.** Merchant will notify Affirm at MarketingCompliance@affirm.com within 14 calendar days of becoming aware of a Customer, Professional or other third party complaint related to the Services (a “Compliance Matter”). Merchant will work in good faith with Affirm to resolve a Compliance Matter and will promptly comply with Affirm’s reasonable requests with respect to a Compliance Matter.
6. **Billing Amount Changes.**
 - a. In the event a Customer prepays for a Professional Service and following completion of the Professional Service, Merchant or the Professional (as applicable) determines in good faith that the amount owed by the Customer has changed (a “Billing Amount Change”), Merchant will be responsible for any such Billing Amount Change or, if applicable, coordinating with Professional for any such Billing Amount Change.
 - b. If a Billing Amount Change results in an increase to the cost of Professional Services financed through the Services in excess of the Affirm Product issued to the Customer, Merchant will provide the Customer the ability to pay for the Billing Amount Change through a different payment method or new Affirm Product (if permissible). If a Billing Amount Change results in a decrease to the cost of Professional Services financed through the Services such that the Affirm Product issued to the Customer exceeds the gross amount of the sale of the Merchant Product, Merchant will promptly issue a refund to the Customer for such excess amount.
7. **Industry Specific Terms.** Merchant will comply with the terms located in Appendix A attached hereto as applicable to the relevant industry.

Appendix A Industry Specific Terms

Article 1. Education. To the extent that a Merchant uses the Services with respect to any Merchant Product that includes education services or Merchant provides a platform or marketplace for education providers, the provisions of this Article 1 will apply.

- a) Merchant represents and warrants that Merchant is not an institution of higher education as defined by the Higher Education Act (20 U.S.C. §§ 1001-1002) and implementing regulations (34 C.F.R. Part 600) ("Institution of Higher Education"). Merchant further represents and warrants that Merchant would not qualify as an Institution of Higher Education even if Merchant was to become accredited by an accrediting agency recognized by the U.S. Department of Higher Education. Institutions of Higher Education may include, but are not limited to, certain for-profit schools and vocational schools that are regulated by the U.S. Department of Education. Merchant will promptly notify Affirm if Merchant is no longer able to represent and warrant that Merchant is not an Institution of Higher Education. Merchant should seek the advice of its legal counsel if Merchant is uncertain whether they are an Institution of Higher Education.

Article 2. Legal. To the extent a Merchant uses the Services with respect to any Merchant Product that includes legal services or Merchant provides a platform or marketplace for legal service providers, the provisions of this Article 2 will apply.

- a) **Privileged Information.** Merchant will not send Affirm or its bank partners any privileged or attorney-client Customer information.
- b) **Retainers.** Affirm's Services will not be used to finance a Professional's retainer.

Article 3. In Home. To the extent a Merchant uses the Services with respect to any Merchant Product that includes In-Home Services (as defined below) or Merchant provides a platform or marketplace for In-Home Professionals (as defined below), the provisions of this Article 3 will apply.

- a) **Pre-Approval.** Merchant must obtain Affirm's written approval prior to offering the Services in connection with In-Home Services.
- b) **Merchant Obligations.**
 - i. Merchant will monitor the activities of In-Home Professionals, including but not limited to establishing and maintaining a process to monitor and prevent any fraudulent activities (for example, any attempts by In-Home Professionals to commit fraud, overcharge a Customer, or submit fake credit applications).
 - ii. Merchant will use commercially reasonable efforts to prohibit In-Home Professionals from applying for, making any guarantees regarding, misrepresenting or discussing the Services to any Customer while In-Home.
 - iii. Merchant will send a written communication (the content to be approved by Affirm) to each In-Home Professional prohibiting the In-Home Professional from discussing or soliciting Affirm.
 - iv. Merchant will not request payment from Customer directly outside of an Affirm Product for any transaction in which Customer has used an Affirm Product.
 - v. Merchant will not threaten imposing a lien on Customer for any transaction in which Customer has used an Affirm Product.
 - vi. Merchant will not access any consumer credit information of Customers.

- c) **Suspension.** In the event Affirm notifies Merchant that an In-Home Professional or the In-Home Services conducted in connection with the Services are not in compliance with these Professional Service Terms , Merchant will promptly suspend such In-Home Professional from using the Services via Merchant's platform or marketplace.
- d) **Liability.** Merchant will be solely liable for the failure of any In-Home Professional to comply with the obligations set forth in the Agreement, and any action or inaction of In-Home Professionals (including any action or inaction that causes or would reasonably be expected to cause Merchant to be in breach of any of Merchant's obligations under the Agreement).
- e) **Definitions.**
- i. "In-Home" means a place other than Merchant's or the applicable Professional's usual place of business, including but not limited to a Customer's home or workplace, dormitory lounges or at facilities rented on a temporary or short-term basis, such as hotel or motel rooms, convention centers, fairgrounds, and restaurants.
 - ii. "In-Home Professional" means a Professional who provides In-Home Services to Customers.
 - iii. "In-Home Services" means any service performed In-Home following a Customer's purchase of or request to purchase a Merchant Product.