

EarnIn Electronic Communications Agreement

Effective date: January 13, 2023

We want to provide you with communications electronically. Certain laws and regulations require us to provide communications to you "in writing," which means you may be entitled to receive the information on paper. The E-SIGN Act allows us to provide you communications electronically and to conduct transactions with you electronically, with your consent.

Please read this EarnIn Electronic Communication Consent (the "Consent") carefully prior to providing us with your consent. This Consent describes how we deliver and receive communications to and from you electronically and asks you to consent to use electronic records and signatures in our relationship with you. If you do not agree to this Consent or you later withdraw your consent provided herein, you may not be able to continue to use our services.

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Definitions

"EarnIn", "we", "us", and "our" means Activehours, Inc. d/b/a EarnIn, its current or future affiliated companies, agents, assignees and service providers.

"You" and "your" mean each applicant, account owner and anyone else with access to the account.

"Communication" means each application, agreement, disclosure, notice, fee schedule, response to claims, statement, privacy policy, record, document and other information related to your account or to any Site or Service, that you sign, submit or agree to at our request.

"Site" includes all websites, technology platforms, and/or mobile applications we offer or will offer.

"Service" refers to EarnIn's products, services, and features available to you through one or more Sites.

The words "include" and "including," when used at the beginning of a list of one or more items, indicates that the list contains examples and is not exclusive or exhaustive, and the items in the list are only illustrations.

Scope of Communications to Be Provided in Electronic Form

This Consent applies to all Communications regarding our Site and Services. By using our Site or Services, you agree that any Communications will be provided in electronic format, to the extent allowed by law, and that paper Communications will not be sent. Your consent to receive electronic Communications and transactions includes, but is not limited to:

1. the User Agreement or terms of any Site or Service, and any amendments, modifications, or supplements thereto;
2. Privacy Policies and notices;
3. records of any payment and other transactions you handle through the Sites or Services, including payment histories and transaction confirmations;
4. disclosures or notices provided in connection with the Site or Services, including any required by federal or state law (including initial disclosures, periodic statements, periodic and annual error resolution notices, initial and annual privacy notices, opt-out notices, and change- in-terms notices);

5. any customer service communications, including communications with respect to claims of error or unauthorized use of the Sites or Services; and
6. any other communication related to the Sites or Services.

Method of Providing Communications to You in Electronic Form

Under this Consent, EarnIn may provide all Communications electronically by email, text message, or making them accessible via EarnIn's Sites or in the EarnIn mobile application. Although we reserve the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format will be considered to be "in writing." You should print a paper copy of any Communication that is important to you and retain the copy for your records.

Keeping your Records Current

It is your responsibility to provide us with a true, accurate and complete email address, street address, and other information related to this Consent and to maintain and update promptly any changes in this information. You can update information (such as your email address) in the EarnIn mobile application or by contacting the EarnIn team via live chat. We are not responsible for any delay or failure in the receipt of the Communications if we send the Communications to the last email address you provided to us.

Electronic Signature

By using any of EarnIn's Site or Services or by checking any box or clicking any call to action (including "I Agree" or similar language), you give us affirmative consent to receive electronic Communications as described herein.

By providing your consent, you are also confirming that you have the hardware and software described below, that you are able to receive

and review electronic Communications, and that you have an active email account.

Hardware and Software Requirement

In order to access, view, and retain electronic Communications that we make available, you must have an active email account with an email service provider and a mobile phone or tablet that must (1) have access to the internet, (2) run up to date iOS or Android operating system, (3) have the latest version of the EarnIn applications, (4) ability to view .pdf files, and (5) have sufficient electronic storage to retain records.

We may update these requirements as necessary to preserve the ability to receive electronic Communications. If there is a substantial change in these requirements, you will be notified as required by law.

Requesting Paper Copies

We will not send paper copies of any Communication; however, we reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically. You can obtain a paper copy of an electronic Communication by printing it or by requesting that we mail a paper copy. To request a paper copy, contact the EarnIn team via live chat in the mobile app. There may be a fee associated with the request for the delivery of paper copies of any Communication provided electronically pursuant to this Consent.

Withdrawing Your Consent

If you have opened an account with us and you wish to withdraw your consent to have Communications provided electronically, you must close your account by contacting support@earnin.com or using live chat with the EarnIn team via the mobile app, and stop using the Sites and Services. There are no fees to close your account with us. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the

terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.