

EarnIn Terms of Service Agreement

Effective date: November 20, 2024

Welcome to EarnIn! This EarnIn Terms of Service Agreement (the "**Agreement**") constitutes a legal agreement between you and Activehours, Inc., d/b/a EarnIn ("**EarnIn**") and governs your use of EarnIn's websites, technology platforms, and/or mobile application (collectively, the "**Sites**") and EarnIn's products, services, and features (collectively, the "**Services**"). As used in this Agreement, "**you**" and "**your**" refer to you as the user of the Sites or the Services and "**we**", "**us**," and "**our**" refer to EarnIn.

ARBITRATION NOTICE: THIS AGREEMENT IS SUBJECT TO MANDATORY ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT AND A WAIVER OF CLASS ACTION AND JURY PROVISION. PLEASE REFER TO SECTION 11 BELOW FOR MORE INFORMATION.

PLEASE ALSO SEE "YOUR RESPONSIBILITY FOR THIRD-PARTY BANK FEES" FOR A BETTER UNDERSTANDING OF YOUR CONTINUED RESPONSIBILITY FOR BANK FEES, INCLUDING OVERDRAFT AND INSUFFICIENT FUNDS FEES, CHARGED BY YOUR BANK. BY USING THE SERVICES, YOU UNDERSTAND AND AGREE THAT YOU, AND NOT EARNIN, WILL BE LIABLE FOR ANY THIRD-PARTY BANK FEES YOU MAY INCUR. PLEASE REFER TO SECTION 4 BELOW FOR MORE INFORMATION.

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ACCEPTANCE OF TERMS

Please read this Agreement carefully before using the Sites and the Services. In addition, please read our [Privacy Policy](#) for information relating to our collection, use, and disclosure of personally identifiable information. EarnIn reserves the right to amend this Agreement and the Privacy Policy at any time and will post the revised Agreement at <https://www.earnin.com/privacyandterms/terms-of-service> (the "**Terms of Service Site**") and Privacy Policy at <https://www.earnin.com/privacy> (the "**Privacy Policy Site**"). You should check the Terms of Service Site and Privacy Policy Site periodically for changes to this Agreement or the Privacy Policy. All changes will be effective upon posting. If you use the Sites or the Services after the effective date of any change to this Agreement or the Privacy Policy, you will be subject to the updated version of this Agreement or the Privacy Policy, as applicable. You also agree to the [Electronic Communications Consent](#) and to any additional terms specific to the Sites or the Services you use, which become part of your agreement with us. By accessing or using the Sites or the Services, you acknowledge that you have read, understand, and agree to be bound by this Agreement and the Privacy Policy.

SIGNING UP WITH EARNIN

1. Eligibility.

You must create a profile with EarnIn (your "EarnIn Profile") to access the Sites and the Services. You may only have one profile with EarnIn. To be eligible to use the Services, you must meet each of the following requirements:

- A. your primary place of residence is located in the United States, which includes the District of Columbia and United States territories and possessions;
- B. you are the age of majority where you reside, which is 18 in most states;
- C. you have a valid United States cellular/wireless telephone number;
- D. you have an email address that you control;
- E. you have a checking account that you own at a bank within the United States and you are able to link that checking account to your EarnIn Profile (the "**Bank Account**");

- F. you have (A) paychecks you receive from a Verified Employer (defined below), or (B) anticipated income that may include certain government-sponsored benefits (subject to EarnIn's approval); and
- G. you have not previously been suspended, removed, or deactivated from the Services.

A "**Verified Employer**" is an employer who (1) has a fixed work location from which you work and who has an online/electronic timekeeping system, or (2) is approved by EarnIn and who is paying you on a regular pay schedule (either weekly, bi-weekly, semi-monthly, or monthly).

If your bank is not listed when you attempt to link your bank account in your EarnIn Profile, then unfortunately EarnIn is unable to provide the Services to you. We are actively working to support more banks as we continue to grow, and we encourage you to check back later to see if your bank has been added to our list.

If you elect to open a banking product through our banking partner Evolve Bank & Trust ("**Evolve**"), additional eligibility criteria may apply, which will be disclosed to you prior to opening an Evolve bank account.

Each time you use the Services, you represent that you meet the eligibility requirements set forth above. If you have questions about your eligibility, please contact us by live chatting with the EarnIn team through the EarnIn mobile application (the "**EarnIn App**").

2. **Your Use of the Services.**

You may only use the Sites and the Services for your own personal, non-commercial use, and not on behalf of, or for, any third party. You are not permitted to access or use the Services in Cuba, Crimea, Iran, North Korea, Syria, or any other jurisdiction or country subject to United States sanctions. Any use of the Sites or the Services in violation of law is strictly prohibited. Some services may not be available in all states and we reserve the right to limit the availability of the Sites and the Services at any time.

3. **Confidentiality of Credentials.**

You must keep confidential the usernames and passwords that you use to access the Sites and the Services (collectively, your "**Credentials**"). The use of your Credentials by another person will still be recognized by EarnIn as being authorized by you. If you believe that either your Credentials or a device that you use to access the

Sites or the Services has been lost or stolen, that someone is using your Credentials without your permission, or that an unauthorized transaction has occurred, notify us **IMMEDIATELY** by live chatting with the EarnIn team through the EarnIn App.

4. Accuracy of Information.

You agree to provide accurate profile information, including your name, physical address, wireless phone number, email address, and Bank Account information ("**Profile Information**"). Please ensure that your Profile Information remains current and update your Profile Information as needed. If you need help changing your Profile Information, please live chat with the EarnIn team through the EarnIn App. EarnIn is not responsible for any payment processing errors, fees, or other issues arising from your failure to keep your Profile Information current.

TERMINATING YOUR EARNIN PROFILE

You may terminate your relationship with EarnIn by logging into your EarnIn Profile and accessing the settings menu. **There is no fee to close your EarnIn Profile.** If you close your EarnIn Profile, you will be unable to use any Services. Closing your EarnIn Profile does not revoke any pending debits from your Bank Account that you may have authorized through your use of the Services. If you need help in terminating your EarnIn Profile, please live chat with the EarnIn team through the EarnIn App.

YOUR RESPONSIBILITY FOR THIRD-PARTY BANK FEES

You are responsible for maintaining sufficient funds in your Bank Account to fund all payments you authorize through your use of Services, including any outstanding amounts due to EarnIn. Unless EarnIn withdraws funds from your Bank Account before your next regularly scheduled paycheck or the debit date you designated, you agree that you, and not EarnIn, will be responsible for any fees you are charged resulting from your failure to maintain sufficient funds in your Bank Account, such as overdraft fees, over-the-limit fees, insufficient fund charges, finance charges, and late fees.

Your bank, and not EarnIn, controls the timing for processing credits and debits (additions and subtractions) to and from your Bank Account. As a result, when EarnIn attempts to debit your Bank Account for amounts you authorized through your use of the Services, or you authorize a transfer of funds between various bank accounts, the way your bank processes credits and debits may result in overdrafts, insufficient funds fees, or other similar bank fees even if you believe that you have sufficient funds in your Bank Account. You are responsible for reviewing the terms of your Bank Account to understand your bank's overdraft policy and how your bank posts debits and credits.

TEXT MESSAGING AND NOTIFICATIONS

1. Text Messaging.

EarnIn Updates | short code – 327646: By providing EarnIn with your wireless phone number, you agree that EarnIn may send you service-related text messages, such as account update, password reset, and device verification messages ("**Service-Related Messages**"). To stop receiving Service-Related Messages, reply "STOP" to any Service-Related Message you receive from EarnIn.

EarnIn Care | short code – 32766: In addition, EarnIn may send you text messages for marketing or promotional purposes ("**Marketing Messages**") if you opt-in to receive such messages. You are not required to receive Marketing Messages to use the Services. As noted in our Privacy Policy, to stop receiving Marketing Messages, reply "STOP" to any Marketing Message you receive from EarnIn. Message and data rates may apply to all text messages and message frequency may vary. For help regarding text messaging, reply "HELP" to any text message you receive from EarnIn or email us at care@earnin.com.

You represent that the wireless phone number you provided is your contact number and that you are permitted to receive text messages at that phone number. Wireless carriers are not liable for delayed or undelivered messages. We may modify or terminate our text messaging services from time to time without notice to you.

2. Push Notifications.

You agree to receive push notifications from us on your wireless device. You can opt out of receiving push notifications through your

device settings. Please note that opting out of receiving push notifications may impact your use of the Services.

ACCEPTABLE USE OF THE SITES AND THE SERVICES

1. You agree that you will not:
 - A. use the Sites or the Services to engage in any fraudulent activity, or for activities that violate any law, statute, ordinance, regulation, or this Agreement;
 - B. use the Sites or the Services in any manner that could damage, disable, overburden, or impair the Sites or the Services;
 - C. obtain or attempt to obtain any materials or information through any means not intentionally made available through the Sites or the Services;
 - D. access the Sites by any means other than through the interface that is provided by EarnIn for use in accessing the Sites;
 - E. use or attempt to use any engine, software, tool, agent, or other device or mechanism, other than those required by law (including browsers, spiders, robots, avatars, or intelligent agents) to navigate or search the Sites or the Services; or
 - F. attempt to decipher, decompile, disassemble, or reverse-engineer any of the software making up a part of the Sites or the Services.
2. If we have reason to believe that you may have engaged in any activities restricted by this Agreement or by law, we may take various actions to protect ourselves, other users, and other third parties from fees, fines, penalties, and any other liability. The actions we may take include the following:
 - A. terminating, suspending, or limiting your ability to use the Sites or the Services;
 - B. terminating this Agreement;
 - C. updating inaccurate information you provided to us;
 - D. taking legal action against you; and
 - E. holding you liable to EarnIn for the damages caused by your violation of this Agreement.

RIGHTS YOU GRANT TO US

1. Third-Party Services.

By creating an EarnIn Profile, you authorize us to obtain information about you and your Bank Account that may be necessary to provide the Services. We may obtain such information directly, or indirectly through our third-party service providers, and such information may be obtained from your bank and other third-party websites and databases. You agree that our third-party service providers and the operators and owners of the third-party websites and databases also will be entitled to rely on this authorization. We do not review the accuracy of the information we obtain.

You agree that (i) when EarnIn is accessing and retrieving information about you or your Bank Account from third-party sites, EarnIn is acting as your agent, and not as the agent of, or on behalf of, the third party, and (ii) the Services are not sponsored or endorsed by any third parties.

2. License for Submitted Content.

Any content, remarks, suggestions, ideas, graphics, feedback, questions, or comments you submit to EarnIn will be referred to as a "**Submission**." You grant to EarnIn a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works of, distribute, perform, and display all Submissions, and to incorporate any Submission into other works. If any "moral rights," "neighboring rights," or similar rights apply to any Submission and are not exclusively owned by EarnIn, you waive, and agree not to enforce or assign, or permit any third party to enforce or assign, any such rights. You agree that (i) Submissions will not be treated as confidential, (ii) EarnIn will have no obligation to compensate you for any Submissions, and (iii) EarnIn may use any Submission in its business (including for marketing or advertising) and EarnIn will not incur any liability for any similarities to your Submission that may appear in future EarnIn operations or businesses. EarnIn reserves the right to remove any Submission.

For each Submission, you represent that: (A) you have all of the licenses, rights, consents, and permissions necessary to grant EarnIn a license to your Submission and EarnIn's use of your Submission will not infringe any other party's intellectual property, privacy, proprietary, or publicity rights, or otherwise violate confidentiality

obligations or applicable law; (B) your Submission does not contain any worms, viruses, or other code that could harm EarnIn or EarnIn's users; (C) your Submission does not contain political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam;" (D) your Submission is not libelous, defamatory, obscene, pornographic, abusive, indecent, threatening, harassing, hateful, or offensive; and (E) your Submission is accurate and if the Submission involves feedback about the Sites or the Services, your statements in the Submission are true and verifiable and reflect your actual experiences and beliefs. If you change the opinions stated in your Submission, you will notify us immediately.

EARNIN'S INTELLECTUAL PROPERTY RIGHTS.

All content available in connection with the Sites, including all text, data, trade names, trademarks, service marks, layout, designs, images, artwork, icons, sound, video, animation, interfaces, and all intellectual property (collectively, the "**Content**"), and the selection and arrangement of the Content, is owned exclusively by EarnIn and its licensors or suppliers, as applicable. The Content is protected by United States and international intellectual property laws and EarnIn reserves all rights, title, and interest in and to the Content. You may not copy, reproduce, imitate, modify, publish, or use the Content without our prior written consent, and you may not use the Content in a manner that mischaracterizes EarnIn or display the Content in a manner that implies EarnIn's sponsorship or endorsement.

CHANGES AND DISCLAIMERS

1. Changes to the Sites or the Services.

We reserve the right to change, suspend, or discontinue the Sites or the Services at any time. If you have an EarnIn Profile and we make material changes to the Sites or the Services, we will provide you notice of the changes before they become effective. If you object to the changes, you should stop using the Sites or the Services, as applicable. If you use the Sites or the Services after the effective date of any change, you will be deemed to agree to such changes. You agree that EarnIn will not be liable to you or to any third party for any changes, suspensions, or discontinuance of the Sites or the Services.

2. No Advice.

The Services are not intended to provide legal, tax, or financial advice and EarnIn's credit monitoring service is not a credit counseling service. EarnIn is not a financial planner, broker, or tax adviser and EarnIn does not promise to help you obtain a loan or improve your credit record, history, or rating. The Services are intended only to assist you in your financial organization and decision-making. Before using the Services or implementing any financial strategy, you should obtain advice from your accountant or other financial advisers who are fully aware of your individual circumstances. We are not responsible for ensuring your Bank Account has sufficient funds for your needs, purposes, or transactions.

3. Alerts.

You agree that any alerts provided to you through the Services may be delayed or prevented by a variety of factors. EarnIn makes commercially reasonable efforts to provide alerts in a timely manner with accurate information, but we cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. EarnIn will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

NO WARRANTIES; LIMITATIONS OF LIABILITY

1. No Warranties

THE SITES, SERVICES, INFORMATION, DATA, FEATURES, AND ALL CONTENT ARE OFFERED AND MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS. EARNIN AND ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, (I) REGARDING THE ACCURACY, RELIABILITY, COMPLETENESS, OR CONTINUED AVAILABILITY OF THE CONTENT, (II) THAT THE CONTENT WILL BE FREE OF BUGS, DEFECTS, OR ERRORS, OR INFECTION FROM ANY VIRUSES OR OTHER CONTAMINATING OR DESTRUCTIVE CODE OR COMPUTER PROGRAMMING ROUTINES, (III) REGARDING THE OPERATION OF THE SITES OR THE SERVICES, (IV) THAT THE SERVICES ARE APPROPRIATE FOR YOUR FINANCIAL NEEDS, OR (V) THAT THE SITES, SERVICES, OR CONTENT ARE APPROPRIATE FOR ACCESS OR USE OUTSIDE OF THE UNITED STATES. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EARNIN

AND ITS AFFILIATES AND LICENSORS EXPRESSLY DISCLAIM ANY WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU AGREE THAT YOUR USE OF THE SITES AND THE SERVICES IS AT YOUR SOLE RISK.

EARNIN AND ITS AFFILIATES, LICENSORS, AND SUPPLIERS WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OR DAMAGE ARISING FROM ANY ERROR OR DELAY, NON-PERFORMANCE, OR INTERRUPTION OF THE SITES OR THE SERVICES.

NEITHER EARNIN, CSIDENTITY CORPORATION (“CSID”), NOR ANY OF THEIR RESPECTIVE AFFILIATES OR CREDIT INFORMATION SUBCONTRACTORS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, FOR THE ACCURACY OF THE INFORMATION CONTAINED IN, OR PROVIDED IN CONJUNCTION WITH, EARNIN’S CREDIT MONITORING SERVICE.

2. Limitations of Liability.

UNDER NO CIRCUMSTANCES WILL EARNIN OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, OR AGENTS (COLLECTIVELY, THE “EARNIN PARTIES”) BE LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED, OR PUNITIVE DAMAGES YOU MAY INCUR IN CONNECTION WITH YOUR ACCESS TO, OR USE OF, THE SITES OR THE SERVICES, INCLUDING LOSS OF PROFIT, REVENUE, OR BUSINESS, EVEN IF THE EARNIN PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NEITHER EARNIN, CSID, NOR ANY OF THEIR RESPECTIVE AFFILIATES WILL HAVE ANY LIABILITY TO YOU AS AN AGENT IN OBTAINING COPIES OF: YOUR PERSONAL CREDIT REPORT, CREDIT ALERT REPORT, QUARTERLY UPDATE, OR CREDIT SCORE. NEITHER EARNIN, CSID, NOR ANY OF THEIR RESPECTIVE AFFILIATES ASSUME ANY LIABILITY FOR DAMAGES, DIRECT OR INDIRECT, CONSEQUENTIAL, OR INCIDENTAL, IN CONNECTION WITH THE PERFORMANCE OF THE CREDIT MONITORING SERVICES, THE USE OR DISCLOSURE OF ANY OF YOUR PERSONALLY IDENTIFIABLE INFORMATION IN CONNECTION WITH THE CREDIT MONITORING SERVICES, OR YOUR REQUEST, USE, OR ATTEMPTED USE OF THE CREDIT MONITORING SERVICES. NEITHER EARNIN, CSID, NOR ANY OF THEIR RESPECTIVE AFFILIATES OR CREDIT INFORMATION

SUBCONTRACTORS ARE RESPONSIBLE FOR NEGATIVE FACTUAL INFORMATION CONTAINED IN ANY REPORTS YOU RECEIVE AS PART OF THE CREDIT MONITORING SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, SOME OF THE LIMITATIONS IN THIS SECTION 10 MAY NOT APPLY TO YOU. IN THOSE STATES, LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

DISPUTE RESOLUTION BY BINDING ARBITRATION.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS **SECTION 11** (THE "**ARBITRATION PROVISION**") AND **SECTION 12** AND UNDERSTAND THAT THESE PROVISIONS REQUIRE YOU AND EARNIN TO ARBITRATE CLAIMS ON AN INDIVIDUAL BASIS. YOU UNDERSTAND THAT YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION PROVISION AS PROVIDED IN **SECTION 11.d** BELOW. As used in this Arbitration Provision, "**Claim**" includes any past, present, or future claim or dispute between you and EarnIn or EarnIn's service providers that relates to, or arises out of, this Agreement or the activities or relationships that involve, lead to, or result from this Agreement, including the validity or enforceability of any part of this Arbitration Provision or this Agreement.

1. Informal Dispute Resolution.

If a Claim arises, before filing any Claim in arbitration, you and EarnIn each agree to try and resolve the Claim informally. You will notify EarnIn of your Claim by live chatting with the EarnIn team through the EarnIn App and if EarnIn or EarnIn's service providers have a Claim, they will undertake reasonable efforts to contact you to resolve the Claim. If a Claim is not resolved within 30 days after the Claim is first raised, you, EarnIn, or EarnIn's service providers may initiate an arbitration proceeding as described in this Arbitration Provision.

2. Election to Arbitrate.

You and EarnIn agree that the sole and exclusive process for resolving a Claim that remains unresolved after 30 days will be final and binding individual arbitration pursuant to this Arbitration Provision, unless (1) you opt out of arbitration as described in **Section 11.d** below, or (2) the Claim is subject to an explicit exception included in this Arbitration Provision. You and EarnIn each agree that the scope of this

Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

3. **Exceptions.**

Both you and EarnIn retain the right to bring (i) an individual Claim in small claims court; (ii) a Claim seeking injunctive or other equitable relief in court to prevent the actual or threatened violation of a party's intellectual property rights; or (iii) a Claim seeking only public injunctive relief in court. Except as otherwise required by applicable law, and for any Claims not subject to arbitration, the exclusive jurisdiction and venue for any Claims will be the state and federal courts located in Santa Clara County, California, and each of you, EarnIn, and EarnIn's service providers consent to the personal and exclusive jurisdiction of, and venue in, such courts.

4. **Arbitration Opt-Out; Waivers.**

You may opt out of this Arbitration Provision by sending an arbitration opt-out notice to legal-notices@earnin.com or by regular mail to EarnIn, Attn: Legal Department, 200 Portage Ave., Palo Alto, CA 94306. **To be effective, you must send your arbitration opt-out notice (the "Arbitration Opt-Out Notice") within 30 days after you accept the terms of this Agreement or within 30 days after we provide notice to you of any update to this Arbitration Provision.**

This Arbitration Provision will remain in effect unless and until we receive the Arbitration Opt-Out Notice within the applicable 30-day period. The opt out notice must clearly state that you are rejecting arbitration and include your name, address, and signature. UNLESS YOU PROVIDE EARNIN WITH AN ARBITRATION OPT-OUT NOTICE WITHIN THE APPLICABLE 30-DAY PERIOD, YOU ARE KNOWINGLY AND VOLUNTARILY WAIVING YOUR RIGHT TO LITIGATE CLAIMS IN COURT. IN ADDITION, YOU, EARNIN, AND EARNIN'S SERVICE PROVIDERS EACH AGREE TO WAIVE THE RIGHT TO A JURY TRIAL.

5. **No Class Actions.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT YOU (I) WILL NOT BRING A CLAIM AGAINST EARNIN OR EARNIN'S SERVICE PROVIDERS AS PART OF A CLASS, CONSOLIDATED GROUP, OR COLLECTIVE, AND (II) ARE NOT ENTITLED TO CONSOLIDATE OR JOIN CLAIMS BY OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE OR LITIGATE ANY CLAIM IN A REPRESENTATIVE CAPACITY.

6. **Arbitration Rules and Process.**

This Arbitration Provision will be subject to the Federal Arbitration Act, regardless of any other choice of law set out in this Agreement.

The American Arbitration Association ("**AAA**") will conduct arbitration proceedings under the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes available at <https://www.adr.org/active-rules> (the "**AAA Rules**") in effect at the time of the arbitration, except as modified by this Arbitration Provision. If there is a conflict between the AAA Rules and this Arbitration Provision, this Arbitration Provision will control. The party initiating the arbitration must provide the other party(ies) with a written "Demand for Arbitration" as described in the AAA Rules. (A general Demand for Arbitration form and a separate Affidavit for Waiver of Fees form for qualifying California residents is available at [adr.org](https://www.adr.org).) The AAA will appoint the arbitrator in accordance with the AAA Rules. Arbitration hearings will be held in the county where you live unless the parties agree to conduct the hearing by videoconference or telephone. Subject to the AAA Rules, the arbitrator will have the discretion to determine the extent of the information that the parties will be required to exchange. Except as otherwise required by law, the arbitration proceeding, and any award, will be confidential.

7. Arbitrator's Decision.

The arbitrator will issue an award within the time frame specified in the AAA Rules. Judgment on the arbitration award may be entered in any court having jurisdiction over the proceeding. Except as otherwise required by applicable law, any damages awarded by the arbitrator must be consistent with the terms of the "Limitation of Liability" section above.

8. Fees.

If the Claim is for \$10,000 or less, at the conclusion of the arbitration EarnIn will reimburse you for the arbitration filing costs and administrative fees (other than hearing fees) you incur. If the Claim is for more than \$10,000, arbitration filing costs and administrative fees (other than hearing fees) will be paid in accordance with the AAA Rules. Except as otherwise required by law, each party will pay its own attorneys' fees.

MISCELLANEOUS

Except as otherwise required by applicable law, this Agreement will be governed by, and all Claims will be resolved in accordance with, the laws of the State of Delaware, without regard to its conflicts of law rules. Except with respect to **Section 11.e**, if an arbitrator or court finds any

portion of this Agreement to be invalid or unenforceable, the remaining portions of this Agreement will remain valid and in force. If a court finds any portion of **Section 11.e** to be invalid or unenforceable, then the entire Arbitration Provision will be deemed void and any remaining Claim must be litigated in court as described in **Section 11.c**.

If you or EarnIn do not exercise any available legal right or remedy, those rights or remedies will not be waived and will remain available. You may not assign or transfer your rights or obligations under this Agreement without EarnIn's prior written consent.

All covenants, agreements, disclaimers, waivers, representations, and warranties made in this Agreement, including the election to arbitrate Claims, will survive the termination of this Agreement.

This Agreement represents the entire understanding and agreement between you and EarnIn regarding your use of the Sites and the Services, and this Agreement supersedes all other previous agreements between you and EarnIn.

NOTICE TO CALIFORNIA CUSTOMERS

EarnIn is not currently licensed by the California Department of Financial Protection and Innovation (the "Department"). If the Department does decide in the future to license EarnIn, and/or require EarnIn to make modifications to its advance pay product agreement, such developments may have no impact on your obligations under this Agreement. Although EarnIn is not licensed by the Department, any consumer is invited to share any comments or concerns about EarnIn or its products and practices with the Department at (866) 275-2677 (toll-free) or at the following URL: <https://dfpi.ca.gov/file-a-complaint/>.

NOTICE TO SOUTH CAROLINA CUSTOMERS

The South Carolina Department of Consumer Affairs (the "**S.C. Department**") may be reached at <https://consumer.sc.gov> and the telephone number for the S.C. Department is 803-734-4200.

DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE

If you are a copyright owner or an agent of a copyright owner and believe that any content posted by an EarnIn user infringes upon your copyrights, you may notify EarnIn pursuant to the Digital Millennium Copyright Act (**DMCA**). Your DMCA notice must be in writing and sent to EarnIn, Attn: Legal Department, 200 Portage Ave., Palo Alto, CA 94306, or to legal-notices@earnin.com, and must include the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. 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;
3. 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;
4. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
5. 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
6. 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.

If you do not satisfy all of the requirements set forth above, your DMCA notice may not be valid. Counter-Notice: If your content was removed, or access to your content was disabled, and you believe that your content is not infringing, or that you have the authority to post and use the material in your content, you may send a counter-notice to EarnIn. The counter-notice must contain the following information:

1. Your physical or electronic signature;
2. Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;

3. A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
4. Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in San Francisco, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If EarnIn receives a counter-notice, EarnIn may send a copy of the counter-notice to the original complaining party informing that party that EarnIn may reinstate the removed content or cease disabling it in 10 business days. Unless the complaining party seeks a court order against the content provider, EarnIn may reinstate the removed content, or restore access to it, at least 10 business days after receipt of the counter-notice, at EarnIn's sole discretion.

EarnIn's policy is to terminate the EarnIn Profile of those who are repeatedly charged with infringement.

CONTACTING EARNIN

If you have questions regarding this Agreement or EarnIn's practices, please live chat with the EarnIn team through the EarnIn App, or contact us by using one of the following methods:

Mail:

EarnIn
Attn: Customer Care
200 Portage Ave.
Palo Alto, CA 94306

Phone:

888-551-1784

Email:

care@earnin.com

Complaints:

complaints@earnin.com