Cash Out User Agreement

Effective date: January 30, 2026

Welcome to EarnIn! This Cash Out User Agreement (this **"Agreement"**) constitutes a legal agreement between you and Activehours, Inc., d/b/a EarnIn (**"EarnIn"**) governing your use of EarnIn's "Cash Out," "Lightning Speed," and "Balance Shield" products, services, and features, including the "Transfer Out" button (collectively, the **"Cash Out Services"**).

Table of Contents

- ACCEPTANCE OF TERMS
- THE CASH OUT SERVICES
  1. Overview of Cash Outs.
  2. Eligibility
  3. Receipt of Cash Outs; Lightning Speed.
  4. Cash Out Maxes.
  5. Max Boost.
  6. Balance Shield; Balance Shield Transfers.
  7. No Fees; Tips.
  8. Repayment; No Obligation to Repay
- YOUR USE OF THE CASH OUT SERVICES
- CANCELLATION
  1. Cancellation By You.
  2. Termination or Suspension by EarnIn.
- CONTACTING EARNIN
- NOTICE TO CALIFORNIA CUSTOMERS

ACCEPTANCE OF TERMS

Please read this Agreement carefully before using the Cash Out Services. This Agreement replaces any previous agreement you may

have had with EarnIn related to the Cash Out Services. EarnIn may amend this Agreement at any time and will post the revised Agreement, with the applicable effective date, on EarnIn's website. You should check EarnIn's website periodically for the current version of this Agreement. If you continue to use the Cash Out Services after any change to this Agreement, you will be subject to the terms and conditions of the updated Agreement.

In addition, the EarnIn Terms of Service (the **"Terms"**) are incorporated into this Agreement and apply to the Cash Out Services. Additional agreements, such as authorization agreements, also govern your relationship with EarnIn. If there is a conflict between this Agreement and the Terms or any other agreement with EarnIn, this Agreement will control.

By using the Cash Out Services, you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not agree with this Agreement, do not use the Cash Out Services.

THE CASH OUT SERVICES

1. **Overview of Cash Outs.**

   EarnIn allows you to access certain forms of your income, such as your earned wages (your **"Earned Income"**), prior to when that income is deposited into your eligible bank account by requesting an advance of that income from EarnIn (each request is referred to as a **"Cash Out"**). To obtain Cash Outs and utilize the other Cash Out Services, you must have a checking account at a bank located within the United States and you must link that bank account to your EarnIn profile (eligible bank accounts are referred to in this Agreement as **"Bank Accounts"**). EarnIn may refuse to extend a Cash Out to you if you have previously received a Cash Out but have not repaid it. EarnIn provides Cash Outs in accordance with the applicable provisions of the Federal Electronic Funds Transfer Act 15 U.S.C. §§ 1693 et. seq. and the regulations thereunder.

2. **Eligibility.**

   To be eligible to use the Cash Out Services, you must be the age of majority where you reside, which is 18 years old in most states.

3. **Receipt of Cash Outs; Lightning Speed.**

   Your Cash Out will generally be deposited into your Bank Account within 1–2 business days after you request a Cash Out. Depending on your bank, you may be able to request a Cash Out with EarnIn's

"Lightning Speed" service, which enables Cash Out funds to be deposited to your Bank Account much more quickly.

Most Lightning Speed transfers occur within minutes, although some may take up to 30 minutes. Fees may apply to Lightning Speed transfers, but those fees will be disclosed to you before you initiate the transfer.

4. **Cash Out Maxes.**

   You will have a set **"Daily Max,"** which is the maximum dollar amount you are allowed to obtain through Cash Outs in one day, as well as a **"Pay Period Max,"** which is the maximum dollar amount you are allowed to obtain through Cash Outs before the next scheduled Earned Income deposit to your Bank Account. Your Daily Max and Pay Period Max will be available in your EarnIn profile. Each Pay Period Max may increase or decrease (potentially to $0) based on a variety of factors including your bank balance, spending behavior, repayment history, and Earned Income amount. Please refer to the FAQs for more information about increases and decreases to your Pay Period Max. EarnIn has the right to adjust the factors that impact your Daily Max or Pay Period Max at any time.

   Additionally, your Daily Max may be subject to restrictions based on a variety of factors including your geographical location, your applicable EarnIn product(s), and your employer's partnership with EarnIn. Please refer to the FAQs and your EarnIn mobile application (the ***"EarnIn App"***) for more information.

   EarnIn has the right to adjust the factors that impact your Daily Max or Pay Period Max at any time.

   If you have opened a deposit account with Evolve Bank & Trust, member FDIC and have elected to route your direct deposit through that deposit account, you may be eligible for an increased Pay Period Max.

5. **Max Boost.**

   As part of EarnIn's Cash Out Services, you may be offered the opportunity to participate in a **"Max Boost."** A Max Boost allows you to request a temporary increase to your Pay Period Max from another EarnIn community member (the **"Grantor"**). To submit your Max Boost request to a Grantor, EarnIn will provide you with a unique link to send to the Grantor. If the Grantor approves the request, your Max Boost will be available in your EarnIn profile. This temporary Max Boost will expire at the end of the applicable pay period. Grantors are not required to approve a Max Boost request, and there is no financial or

legal obligation on the Grantor for any approved Max Boost requests. EarnIn may cancel an approved Max Boost if you are no longer at your Pay Period Max. EarnIn may also choose to provide you with a temporary one-time Max Boost if you send the unique Max Boost link to a non-EarnIn member and they sign-up for an EarnIn profile.

6. **Balance Shield; Balance Shield Transfers.**

   Balance Shield is a Cash Out Service that helps you monitor your Bank Account balance. With Balance Shield, you can set an alert to have EarnIn send you a notification when your Bank Account balance falls below an amount that you set in your EarnIn profile. **There is no fee or charge to use Balance Shield alerts.**

   Additionally, at your option, Balance Shield can be combined with EarnIn's Lightning Speed service so that EarnIn will automatically initiate a transfer of funds to your Bank Account in the amount you set in your EarnIn profile when your Bank Account balance has fallen below a pre-set amount (a **Balance Shield Transfer"**). Note that, as with a standard Cash Out, a Balance Shield Transfer is subject to your Earned Income and your Daily Max and Pay Period Max limits. Further, you are responsible for monitoring your Daily Max and Pay Period Max limits to ensure that a Balance Shield Transfer is available to you. EarnIn may limit the amount EarnIn sends you for a Balance Shield Transfer and **EarnIn reserves the right to charge a Lightning Speed fee for each Balance Shield Transfer. The Lightning Speed fee will be disclosed to you at the time you enroll in Balance Shield Transfers. Because Balance Shield Transfers use EarnIn's Lightning Speed service, most Balance Shield Transfers will occur within 30 minutes of your Bank Balance falling below your pre-set amount.** If you choose to enable Balance Shield Transfers, the Balance Shield Transfer service will stay on indefinitely until you turn it off.

   EARNIN WILL MAKE REASONABLE EFFORTS TO PROVIDE TIMELY AND ACCURATE BALANCE SHIELD ALERTS TO YOU, BUT YOU ACKNOWLEDGE AND UNDERSTAND THAT BALANCE SHIELD ALERTS MAY BE DELAYED OR PREVENTED FOR VARIOUS REASONS. EARNIN DOES NOT GUARANTEE THE DELIVERY, ACCURACY, OR TIMELINESS OF BALANCE SHIELD ALERTS. FURTHER, EARNIN IS NOT LIABLE FOR (i) ANY ERRORS IN THE DELIVERY OR CONTENT OF ANY BALANCE SHIELD ALERT, (ii) ACTIONS YOU TAKE, OR DO NOT TAKE, IN RELIANCE ON BALANCE SHIELD ALERTS, OR (iii) ANY THIRD-PARTY'S RELIANCE ON BALANCE SHIELD ALERTS.

7. **No Fees; Tips.**

You are not required to pay any fees or charges to use any of the Cash Out Services, however, additional fees may apply to use Lightning Speed. You may choose to pay a voluntary gratuity (a **"tip"**) when you elect to obtain a Cash Out. **Payment of a tip is completely optional.** Payment or non-payment of a tip will not affect your eligibility to participate in the Cash Out Services and will not affect the size of any Cash Out you receive. Any tip that you provide will be debited from your Bank Account when you repay the Cash Out. **EarnIn will refund a tip if you request a refund within 30 days of repayment of a Cash Out. To request a refund for a tip, please live chat with the EarnIn team through the *EarnIn App***. These voluntary tips help fund EarnIn and keep EarnIn going, but EarnIn wants you to be in control of whether or not you tip and, if you choose to tip, the amount you tip.

8. **Repayment; No Obligation to Repay.**

   As stated in Section 2.a., to obtain Cash Outs and utilize the other Cash Out Services, you must have a checking account at a bank located within the United States and you must link that bank account to your EarnIn profile. To repay Cash Out Services, you must authorize: (1) debits from your Bank Account or other eligible bank account, (2) debits from deposit account opened with our banking partner, and (3) if you're on EarnIn Payroll, your employer and/or its designated payroll service provider to disburse a portion of your net wages to EarnIn as payment for services provided to you by EarnIn. Your bank account(s) are subject to the terms of the applicable deposit account agreement(s) you enter into with each bank.

   You do not have an obligation to repay any of the Cash Out Services, and EarnIn will have no legal or contractual claim or remedy against you based on your failure to repay any of the Cash Out Services. However, if you do not repay a Cash Out Service or EarnIn is unable to complete a repayment to EarnIn that you authorized, you will be prevented from using the Cash Out Services until you pay any outstanding authorized payment to EarnIn. EarnIn warrants that it will not (i) engage in any debt collection activities if Cash Out Services are not repaid on the scheduled date, (ii) place the amount of the outstanding Cash Out Services as a debt with, or sell it to, a third party, or (iii) provide any reporting to a consumer reporting agency concerning the amount of the Cash Out Services.

YOUR USE OF THE CASH OUT SERVICES

When you request a Cash Out Service, you represent that the Earned Income being cashed out is due to you and that you have not received payment for any part of such Earned Income from anyone else. In addition, you agree that any instructions regarding Cash Out Services that EarnIn receives from your EarnIn username, password, or mobile device will be considered authorized by you.

EarnIn may, at any time, (i) limit the number of Cash Outs that you can request or decline to extend a Cash Out to you, (ii) cancel an approved Max Boost, or (iii) decline to offer Balance Shield Transfers to you, if EarnIn reasonably believes such limitation, refusal, or cancellation, as applicable, is necessary or advisable for legal or security reasons, or to protect you, EarnIn, a third party, or the Cash Out Services.

CANCELLATION

1. **Cancellation By You.**

   You may cancel this Agreement and close your EarnIn profile at any time. To do so, you may contact EarnIn by using the live chat feature through the EarnIn App. Closing your EarnIn profile does not revoke any pending debits that you may have authorized from your Bank Account. If you continue to meet the eligibility criteria for the Cash Out Services, you may re-enroll at any time.

2. **Termination or Suspension by EarnIn.**

   EarnIn may terminate this Agreement or suspend or terminate your use of the Cash Out Services for any reason at any time. For example, this can happen if EarnIn determines that you are using the Cash Out Services in a way that violates this Agreement. In addition, EarnIn may terminate, suspend, change, or restrict access to all or any part of the Cash Out Services for all community members, without notice or liability. If you have questions, you can always reach out to EarnIn's support team by using the live chat feature through the EarnIn App. You agree that EarnIn will not be liable to you or any third party for any costs, fees, or losses associated with the termination of your access to the Cash Out Services.

CONTACTING EarnIn

If you have questions regarding the Agreements or the practices of EarnIn, please contact us using live chat with the EarnIn team via the mobile app, or by using one of the following methods:

Mail:
Activehours, Inc. dba EarnIn
Attn: Customer Care
P.O. Box 46, Palo Alto, CA 94302

Phone:
888-551-1784

Email:
care@earnin.com

Complaints:
complaints@earnin.com

NOTICE TO CALIFORNIA CUSTOMERS

Any comments or concerns from California consumers about EarnIn or its products and practices may be directed to the Department of Financial Protection and Innovation at (866) 275-2677 (toll-free) or at the following URL: https://dfpi.ca.gov/file-a-complaint/.