

Customer Agreement

Grant Money, LLC

Version date: November 11, 2025

Terms and Conditions of Use

Grant Money, LLC, a Delaware limited liability company (“Grant Money”, the “Company,” “we,” “our,” or “us”), owns and operates the services and mobile application provided under the name Grant Cash Advance (the “App”). By accessing or using the App, you (the “User”, “you”, or “your”) agree that you have read, understand, and agree to be bound by the following agreements (each an “Agreement” and collectively the “Agreements”):

- This Customer Agreement;
- The [Privacy Policy](#);
- The [Consumer ACH Authorization and Agreement](#); and
- the E-SIGN Consent to Use Electronic Records, Disclosures and Signatures (below in this document).

You should review all Agreements before accessing or using the App. If you do not agree to the terms of the Agreements, you should not access or use the App.

PLEASE READ THIS CUSTOMER AGREEMENT CAREFULLY, AS THEY CONTAIN AN ARBITRATION AGREEMENT AND OTHER IMPORTANT INFORMATION REGARDING YOUR AND OUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US. THE ARBITRATION AGREEMENT REQUIRES DISPUTES BETWEEN YOU AND US (WITH LIMITED EXCEPTIONS) TO BE RESOLVED BY AN ARBITRATOR THROUGH BINDING AND FINAL ARBITRATION, RATHER THAN BY A JUDGE OR JURY IN COURT. IF A DISPUTE IS ARBITRATED (1) YOU AND WE WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST ONE ANOTHER ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU AND WE WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS. YOU HAVE THE RIGHT TO REJECT THE ARBITRATION AGREEMENT AS SET FORTH BELOW.

1. Eligibility

The App is intended solely for Users who are legal residents of the United States of America and are physically present in the United States of America at whenever using the App. By using the

App, you represent and warrant that you agree to and will abide by all of the terms and conditions of the Agreements, and that you are not prohibited by applicable law from using the App or engaging with Grant Money. If you violate any of the Agreements, the Company may, at any time in its sole discretion, with or without notice, terminate your account and/or prohibit you from using or accessing the App and any other services offered by Grant Money or any of its affiliates.

2. Advance Service

You may request one or more Advances (each, an “Advance”) from Grant Money, but you cannot request another Advance if you already have an outstanding Advance that is unpaid. Grant Money, in its sole discretion, will determine whether to offer you an Advance amount in response to your request. If Grant Money offers you an Advance amount, you may choose to receive an Advance in an amount equal to or less than Grant Money’s offer by selecting the Advance amount and the delivery method. We will provide the services provided under the Agreements in accordance with the applicable provisions of the federal Electronic Fund Transfer Act, 15 U.S.C. §§ 1693 et. seq., and the regulations thereunder.

3. Receipt of Advance and Optional Expedited Delivery Fee

If you choose to receive all or part of the Advance we offer to you, we will electronically transfer the amount of the Advance to the bank account attached to Grant Money. While we do not guarantee when the transfer to your linked bank account will be received and credited to your bank account, Advances are typically received within three (3) business days. You may request that Grant Money expedite the transfer of your Advance to the bank account attached to Grant Money by paying an optional fee disclosed to you when you select your Advance amount (the “Expedited Delivery Fee”). Transfer and receipt of the Advance is dependent on the performance of third-parties and technology, which are subject to error and outages, and for this reason, Grant Money cannot guarantee that the Advance will be received within a specific time period. However, customers who have paid the Expedited Delivery Fee typically receive the Advance to their bank account attached to Grant Money within 60 minutes, and often, faster. The Expedited Delivery Fee may range from \$2.00 to \$15.00, depending on the amount of your selected Advance. The cost of this fee will be disclosed to you when you select an Advance through the App. You will be given the opportunity to choose between the expedited or regular delivery methods at the time you select an Advance. The Expedited Delivery Fee is charged when the Advance is transferred to your bank account and will be repaid when the Advance is repaid.

4. When You Will be Charged for Advance Repayment

Grant Money will debit your Payment Method for Advance and Expedited Delivery Fee, if any, repayment any time after the later of: (a) the due-date displayed to you through the App when you select the Advance; or (b) any time Grant Money becomes aware of a positive cash inflow into your linked bank account (each a “Preauthorized ACH Repayment”) even if the funds available in your linked bank account are insufficient to repay the outstanding Advance and any Expedited Delivery Fee in full. Grant Money will monitor your bank account balance and attempt to debit funds to repay the Advance and any Expedited Fee when your bank account has sufficient funds to cover the amount of the debit, but Grant Money is not responsible for any overdraft fees, over-the-limit fees, insufficient fund charges (including finance charges, late fees, or similar charges), or other fees or charges that result from the debit of your account to repay an Advance and Expedited Delivery Fee.

5. What Occurs In the Event You Fail to Repay the Advance

This Section sets forth the entirety of Grant Money’s rights if an Advance is not repaid. Any other recourse or remedies claimed by Grant Money, including but not limited to, indemnities, limitations on liability, and disclaimers of warranty described in this Agreement, do not apply to non-payment of an Advance. Grant Money does not waive its rights to recover funds obtained by fraud or otherwise take actions in response to fraudulent activity, and Grant Money will pursue instances of fraud as allowed by law.

You have no obligation to repay the Advance or Expedited Delivery Fee. Grant Money has no legal or contractual claim or remedy against you based on your failure to repay an Advance or any Expedited Delivery Fee, but Grant Money reserves the right to suspend your access to the services until you repay the Advance and any Expedited Delivery Fee in full. If you fail to repay an Advance, Grant Money will not engage in any debt collection activities, place the unpaid amount of the Advance and any Expedited Delivery Fee with or sell the unpaid amount to a third party for the purpose of debt collection activities, or report you to a consumer reporting agency. Grant Money may send you an email, text or SMS message reminding you of an upcoming payment, however, such email, text or SMS message is not and should not be construed as a demand for payment.

6. Paid Access to Grant Plus

Grant Money may offer you access to exclusive premium features of the App through a paid plan for access to Grant Plus.

Should you choose to sign up for access to the services and products available under Grant Plus, you agree to pay the monthly fee (e.g., \$9.99) listed at <https://www.grantcash.com/pricing> (the “Fee”) via a linked bank account or a debit card (each a “Payment Method”). The Fee will be charged and debited from your bank account using your Payment Method on a monthly basis, starting on the date that you first access Grant Plus, and repeating on that same day each month until such time that you choose to cancel your access to Grant Plus or your enrollment is cancelled by us. If our attempt to debit your account for the Fee fails for any reason, including due to insufficient funds in your deposit account, Grant Money retains the right to make additional attempts for up to 21 business days. You may request a Cash Advance without subscribing to a Grant Plus subscription. To do so, please email support@grantcash.com. and state that you would like to receive Cash Advance without subscribing.

While Grant Money monitors your account balance and endeavors to ensure sufficient funds before making debits, the company cannot guarantee that overdrafts will not occur.

7. Credit and Debit Authorization For Access to Grant Plus

If you enroll in Grant Plus, you authorize Grant Money to electronically debit your Payment Method for the Fee once each monthly statement period. You also authorize Grant Money to electronically debit and credit your Payment Method to correct any erroneous debits and credits. Grant Money will promptly notify you of any increase or decrease in the Fee. An increase in the Fee will be effective for your account starting in the next calendar month that begins at least 30 days after Grant Money sends or posts such notice of the fee increase. A reduction in the Fee will be effective for your account starting in the next calendar month following its reduction.

You acknowledge that, as applicable, the electronic authorization contained in this Section represents your written authorization for the Grant Money to make the electronic transfers described in this section, including debits and credits, and that this authorization will remain in full force and effect until you notify Grant Money that you wish to revoke it by emailing support@grantcash.com. You acknowledge and agree that debits may not be able to be canceled if they are made less than three (3) business days prior to a scheduled debit and you further agree that if you wish to prevent a scheduled debit from occurring, you will cancel your authorization by emailing support@grantcash.com at least three (3) business days before the date on which the debit is scheduled to occur. If we do not receive notice at least three (3) business days before the scheduled debit date, we may attempt, in our sole discretion, to cancel the transaction. However, we assume no responsibility for our failure to do so.

When you contact us, please include the name and telephone number associated with your account. Failure to provide correct and complete information may make it impossible for Grant Money to cancel or prevent the pre-authorized debit. Revoking your written authorization for

electronic transfers will not cancel or reverse payments initiated prior to the receipt of your revocation notice.

If any of the information relied upon in your request to stop payment is incorrect or incomplete, you agree to hold Grant Money harmless from and against losses resulting from the revocation of your authorization for electronic transfers. Note that canceling your access to Grant Plus does not terminate your authorization for us to debit your bank account for the amount of your Advance or any Expedited Delivery Fee.

You acknowledge and agree that Grant Money may terminate this Agreement with you if you cancel your authorization for electronic transfers and that the products and services hereunder are not available without such authorization.

You warrant and represent to Grant Money that you have the right to authorize us to debit and credit your linked bank account or debit card for payments due to us under this Agreement.

You represent that you are capable of saving or otherwise storing a copy of this electronic authorization for your records and that the credit and debit transactions you request comply with applicable law.

8. Amendments to These Agreements

We may modify the Agreements from time to time in our sole discretion. If we do make revisions, we will post the updated Agreements on the App and our website before they are implemented, and will indicate at the top of this page under the heading “IMPORTANT NOTICE” the date these Agreements were last revised. You agree that we have provided you notice of updated Agreements when we post updated Agreements as described in this section. We may also require you to acknowledge and accept changes to our Agreements in the App. You agree that after we have provided notice of updated Agreements as described in this section, your actions in clicking through the presented modified terms and continuing use of the App constitutes your binding acceptance of all changes to the Agreements. If you disagree with the changes, you must immediately cease use of the App and contact our customer support team at support@grantcash.com to communicate your opt-out.

9. Consent To Receive and Use Consumer Information

You authorize us to create and maintain an account in your name using your account registration information and other information that may be collected about you in accordance with our Privacy Policy as part of providing our services (collectively, such information is referred to as your “Member Profile.”). You also specifically consent to let us request and receive your consumer report data and other data about you from third parties. For example, you specifically

consent that you authorize Grant Money and its affiliated companies to request and receive copies of consumer reports, scores and other information about you from third parties, including, but not limited to, Experian, TransUnion and Equifax, in accordance with the Fair Credit Reporting Act and other applicable laws. You consent that you authorize Grant Money and its affiliated companies to display information about you such as your credit information to you and to provide you with relevant financial recommendations and marketing offers.

10. Proprietary Rights

The App and all content contained in or otherwise accessible through it, including designs, text, materials, graphics, pictures, video, information downloaded, and all intellectual property pertaining to or contained in the App (including but not limited to copyrights, patents, database rights, graphics, designs, text, logos, trade dress, trademarks, and service marks), (the “Content”), is the proprietary property of the Company or third parties with all rights, title, and interest remaining the property of Grant Money or such third parties, as applicable. Any use of the Content not authorized in these Agreements is prohibited.

No Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the Company’s prior written permission. You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the Company’s services, including any Content. Unless explicitly stated in these Agreements, nothing in these Agreements will be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. Company graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, trademarks or trade dress of the Company in the U.S. and/or other countries. The Company’s trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the Company.

Provided that you are eligible to use the App, you are granted a limited license to access and use the App and to download or print a copy of any portion of the Content solely for your use of the App in accordance with these Agreements, provided that you keep all copyright or other proprietary notices intact. You may not republish the Content or incorporate the Content in any other compilation.

You are authorized to view and retain a copy of pages of the App only for your own personal, non-commercial use. You may also view and make copies of relevant documents, pages, images, or other materials on the App for the purpose of transacting business with us. You may not tokenize copies of the pages of the App or any other content on the App. You agree that you will

not duplicate, publish, modify, create derivative works from, participate in the transfer of, or in any way distribute or exploit the App, or any portion of the App, for any public or commercial use, without our prior express written consent. Additionally, you agree that you: (a) will not remove or alter any author, trademark, other proprietary notice, or legend displayed on in the App (or printed pages produced from the App or our website), and (b) will not make any other modifications to any documents obtained from the App or from Grant Money other than in connection with completing information required to transact business with Grant Money.

11. Prohibited Uses

You may not use the App in any manner that violates applicable law. You may not use the App in any manner that violates these Agreements, or that could or is intended to damage, disable, overburden, or impair the App or interfere with any other party's use and enjoyment of the App. Such unauthorized use, including but not limited to unauthorized entry into Grant Money systems or misuse of any information posted on the App, is strictly prohibited. Your use of the App is limited to the intended function of the App and you accept sole responsibility for all of your activities using the App. Specifically, you may not use the App in a manner that:

- (a) harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any party (including but not limited to rights of publicity or other proprietary rights);
- (b) is unlawful, fraudulent, or deceptive;
- (c) interferes with any other person's use of the App, including, without limitation, by disrupting, spamming or otherwise using abusive tactics to deter others from using the App or any of its features;
- (d) uses technology or other means to access content or systems of Grant Money in a manner that is not authorized by Grant Money;
- (e) uses any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the App;
- (f) uses or launches any automated system, including, without limitation, "robots," "spiders," or "offline readers," to access content or systems of Grant Money;
- (g) uses tools which hack or alter the App, or that allow you to connect to Grant Money's private binary interface or utilize any interfaces other than those provided by us to you;

- (h) attempts to introduce viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment;
- (i) attempts to gain unauthorized access to Grant Money's computer network or user accounts;
- (j) encourages conduct that would constitute a criminal offense or that gives rise to civil liability;
- (k) violates these Agreements or any other policies of Grant Money;
- (l) attempts to damage, disable, overburden, or impair Grant Money's servers or networks;
- (m) mirrors or frames any part of the App without Grant Money's express prior written consent;
- (n) creates multiple accounts for the purpose of sale or transfer to others, transfer your account to others, park your account or those of others, or use another person's account with Grant Money;
- (o) fails to comply with applicable third-party terms; or
- (p) constitutes any other inappropriate conduct, as determined by us in our sole discretion.

We reserve the right, in our sole discretion, to take any actions we deem necessary and appropriate to preserve the integrity of the App. We may terminate, disable or throttle your access to, or use of, the App at any time without notice for any reason, with or without cause in our sole discretion. If you are blocked by us from accessing the App (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address).

12. Representations

You represent, warrant, and agree that no materials of any kind you submit through the App will violate or infringe upon the rights of any third party, or contain otherwise unlawful material. You further represent and agree that you will not use the App in any unlawful manner or in any manner that could damage, disable, overburden, or impair the App.

We cannot and do not promise that the App will be uninterrupted, secure, or error-free. We reserve the right to interrupt/suspend the App, or any part thereof, with or without prior notice for any reason.

13. Third-Party Requirements

You agree to use the App in accordance with applicable usage rules of any third-party mobile telephone, tablet, or other device (each a “Mobile Device”) or service provider or the third party from whom you are downloading the App (each and “App Store”). Supported App Stores include Apple App Store and Google Play; other App Stores are not supported. It is your responsibility to review the terms and conditions of any App Store and to determine what usage rules of such App Store apply to you depending on (1) your mobile device, (2) the method by which you downloaded the App, and (3) the App Store from which you downloaded the App (collectively, the “Usage Rules”).

You acknowledge and understand that certain products and services available to you through the App, including your ability to conduct financial transactions, schedule payments or view your account balances, require data access or wireless internet capability. You agree that you are responsible for any such data access or wireless internet charges of your mobile device service provider. The App is designed to be accessible on multiple types of mobile devices and operating systems. We do not, however, make any representation or warranty that the App will be compatible with your mobile device or any specific operating system version of your mobile device or any other hardware, software, equipment or device installed on or used in connection with your mobile device.

You agree that your functional use of the App may be affected by or dependent on your wireless connection and speed or your wireless service provider. The functionality of the App could become disabled during times of poor connections or speeds from your wireless or internet service provider. You agree that it is your responsibility to verify the status of any attempted transaction by reviewing your account.

Except as limited by applicable law, you acknowledge and agree that the Company, and its affiliates, agents and licensors, will have no liability to you for any losses, financial or otherwise, suffered by you, arising out of, or resulting from compatibility or inoperability issues or the failure to confirm any attempted transaction. If you are accessing any agreements, disclosures, or other legally-required information we provide electronically on a mobile device, you must make sure that you have software on your mobile device that allows you to view, print and save the content presented to you. If you do not have these capabilities on your mobile device, please access the App through a device that provides these capabilities. You acknowledge, understand and agree that your use of the App and your access to your account through the App is also governed by any other agreement to which you have previously agreed to with the Company and each and every current and future affiliate of the Company in addition to these Agreements.

14. Communications with You

By accepting these Agreements, you expressly consent to be contacted by us or our affiliates at any telephone number, e-mail address, mailing address, account with the Company, or physical or electronic address you provide or at which you may be reached. You agree we, our affiliates, agents, or service providers may contact you in any way, including by e-mail, SMS messages (including text messages) calls using pre-recorded messages or artificial voice, and calls and messages delivered using automatic telephone dialing systems (auto-dialer) or an automatic texting system at any phone number you have provided to us, including any mobile phone number, as well as any address in our records or in public or nonpublic databases. You understand that you are not required to provide consent to marketing SMS messages as a condition to accessing the Company's services or products. You may withdraw your consent to SMS communications by replying STOP to the SMS message, or by contacting us at support@grantcash.com.

In addition, we may contact other people who may provide employment, location, or other contact information for you. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave messages on your answering machine, voice mail, or send messages via text. You can revoke your consent at any time by contacting us at support@grantcash.com.

You certify, warrant and represent that the telephone numbers that you have provided to us are your contact numbers. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to promptly alert us whenever you stop using a particular telephone number. You are responsible for any and all charges, including fees associated with text messaging, imposed by your communications service provider. You agree that we and our agents, representatives, affiliates or anyone calling on our behalf may contact you on a recorded or monitored line and that any incoming calls may also be recorded and monitored. You also agree to receive alerts about your account activity, balances, payments, suspicious activities, and other matters involving your use of the App or the Company's services through push notifications to your smartphone or other device.

Receipt of push notifications may be delayed or prevented by factors beyond our control, including those affecting your internet/phone provider. The Company is not liable for losses or damages arising from non-delivery, delayed delivery, or the erroneous delivery of any push notification; inaccurate push notification content; or your use or reliance on the content of any push notification for any purposes. Each push notification may not be encrypted, and may include your name and information pertaining to your account or use of the App. The Company may terminate your use of push notifications at any time without notice. You may choose to discontinue receiving push notifications by updating your preferences on your smartphone or device.

15. Mobile Identifiable Information

You authorize your wireless operator to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber and device details, if available, to Grant Money, its affiliates, and its third-party service providers for the duration of the business relationship, solely for identity verification and fraud avoidance. See our [Privacy Policy](#) for more information.

16. Privacy

Please review our [Privacy Policy](#), which explains how we treat your personal information when you use the App. By using the App, you are also consenting to the terms of our [Privacy Policy](#).

17. Your Account

Your acceptance of the E-Sign Policy (below) is required to create an account. You may be presented with the opportunity or requirement to create an account to use certain parts of the App. When you create an account, you may be required to pick a user name, password, and/or other access credentials. You are responsible for maintaining the confidentiality of your account and access credentials and for restricting access to your computer and any other devices you use to access your account, and you agree to accept responsibility for all activities that occur under your account or access credentials. You may not assign or otherwise transfer your account to any other person.

You acknowledge that the Company is not responsible for third party access to your account that results from theft or misappropriation of your account. The Company and its associates reserve the right, in our sole discretion, to refuse or cancel service, terminate accounts, or remove or edit Content. You agree to (1) immediately notify us of any unauthorized use of your access credentials or account or any other breach of security, and (2) ensure that you exit from your account at the end of each session when accessing the App. We will not be liable for any loss or damage arising from your failure to comply with this section.

You agree at all times, and in particular when applying for financial products and services, to provide current, complete, and accurate information about yourself. You acknowledge and agree that if any information you provide is untrue, inaccurate, not current, or incomplete, the Company may terminate your access to financial products and services, including by terminating your access to the App, and further that the Company may decline to permit your future use of any or all financial products and services offered by Grant Money or its affiliates.

WE HEREBY DISCLAIM ANY AND ALL LIABILITY FOR ANY UNAUTHORIZED USE OF YOUR ACCOUNT FOR WHICH WE ARE NOT RESPONSIBLE.

18. California Residents

California residents are invited to share any comment and concerns about Grant Money or its products and practices with 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/>.

19. Cancellation of Grant Plus

If you wish to cancel your access to Grant Plus you may do so at any time in the App or by emailing support@grantcash.com with the subject line “Cancel My Account.” You may cancel your access to Grant Plus at any time, regardless of whether you have an outstanding Advance that has not been repaid. In order to avoid billing for the subsequent statement period, you must send us your request to cancel three (3) business days before your next billing date.

20. Additional Disclaimers

The information and materials contained on the App and these Terms are subject to change. None of Company, its parent, any of its affiliates, subsidiaries, providers or their respective officers, directors, employees, agents, representatives, independent contractors or licensors guarantees the accuracy, adequacy, timeliness, reliability, completeness, suitability, availability or usefulness of any of the App and the Content, for any purpose, and each of these persons disclaim liability for errors or omissions in the App or the Content.

Nothing on the App constitutes an offer to sell or a solicitation of an offer to buy or sell any security or to participate in any trading strategy. The Content is not intended to be relied upon as the basis for any investment decision. The Content is not to be construed as legal, business, or tax advice, and you should consult your own attorney, business advisor, and/or tax advisor in order to make an independent determination of the suitability and legal, business, and tax consequences of any action. Your use of the App is at your sole risk.

To the maximum extent permitted by applicable law, the App and all of the Content is provided “as is” and “as available,” without any warranty of any kind, either express or implied, including the implied warranties of merchantability, fitness for a particular purpose, non-infringement or title. Additionally, there are no warranties as to the results of your use of the App or the Content. The Company does not warrant that the App is free of viruses or other harmful components. This does not affect those warranties which are incapable of exclusion, restriction or modification under applicable law.

The App may be temporarily unavailable from time to time for maintenance or other reasons. The Company assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or

unauthorized access to, or alteration of, User communications. The Company is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software or services on account of technical problems or traffic congestion on the Internet or the App. The Company further makes no warranty, express or implied, regarding the security of the App, including with respect to the ability of unauthorized persons to intercept or access information transmitted by you through the App.

The Company reserves the right to change or discontinue any and all Content at any time without notice.

The App may contain links to websites or applications maintained by third parties that are not affiliated with Grant Money or its affiliates. Such websites or applications may have terms of use, privacy policies, or security practices that are different from those of the Company. We are not responsible for the contents of any such website or application. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content

21. Limitation on Liability

IN NO EVENT WILL THE COMPANY OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES (INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES), INCLUDING FOR ANY LOST PROFITS OR LOST DATA, OR IN CONNECTION WITH ANY OTHER REMEDY RELATING TO OR ARISING FROM YOUR USE OF, OR A DELAY OR INABILITY TO USE ANY OF THE CONTENT OR OTHER SERVICES OR MATERIALS ON OR ACCESSED THROUGH THE APP , EVEN IF THE COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR OTHER REMEDY. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE APP OR THE CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE APP. CERTAIN FEDERAL AND STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES OR LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

22. Governing Law; Venue and Jurisdiction

Except as set forth in the section titled “Dispute Resolution by Binding Arbitration; Jury Trial and Class Action Waiver,” by visiting or using the App, you agree that the laws of the State of

California, without regard to any principles of conflict of laws that would require or permit the application of the laws of any other jurisdiction, will govern these Agreements. You agree that you will not use the App or the Company's products or services in any unlawful manner or for any unlawful purpose. You may not use or otherwise export or re-export the App or the Content except as authorized by U.S. law. You represent and warrant that you are not located in any country (1) that is subject to comprehensive sanctions issued by the United States Office of Foreign Assets Control, (2) that has been designated by the federal government of the United States as a "terrorist supporting" country, or (3) is listed on any list maintained by the United States federal government of sanctioned, prohibited, or restricted parties.

23. Indemnity

You agree to indemnify and hold the Company, its subsidiaries and affiliates, and each of their directors, officers, representatives, agents, contractors, partners and employees, harmless from and against any losses, liabilities, claims, demands, damages, judgments, settlements, penalties, fines, costs, fees and expenses, including reasonable attorney's fees, arising out of or in connection with your unauthorized use of the App or our services, your unauthorized conduct in connection with the App or with other Users of the App, or any violation of these Agreements or of any applicable law or the rights of any third party.

24. Dispute Resolution by Binding Arbitration; Jury Trial and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS. This Dispute Resolution by Binding Arbitration section is referred to in these Agreements as the "Arbitration Agreement." This Arbitration Agreement provides that all disputes between you and Company must be resolved by binding arbitration.

The Company is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at support@grantcash.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Company should be sent to Grant Money, 633 Folsom St., Suite 300, San Francisco CA 94114 ("Notice Address").

The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. The amount of any settlement offer made by Company or you shall remain strictly confidential. If Company and you do not resolve the dispute within sixty (60) calendar days after the Notice is received, you or Company may commence an arbitration proceeding. Solely for purposes of this Arbitration Agreement, the terms "Company," "we," "us" and "our" mean (1) Grant Money, each of its subsidiaries, parents, affiliates, successors and assigns, and any of their employees, officers, directors, agents and representatives; and (2) any third party that

you name along with us as defendants in a single proceeding. The Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the “FAA”), governs the interpretation and enforcement of this Arbitration Agreement. You and we agree that any and all past, present or future disputes, claims or controversies that have arisen or may arise between you and Company, whether arising out of or relating to these Agreements (including any alleged breach thereof), the services, the App, your account, any advertising or any other aspect of the relationship or transactions between you and us (collectively, “Claims”), shall be resolved by an arbitrator through final and binding arbitration, rather than by a judge or jury in court, in accordance with the terms of this Arbitration Agreement.

The term “Claim” has the broadest reasonable meaning and includes, without limitation: (1) initial claims, counterclaims, crossclaims and third-party claims; (2) disputes based upon contract, negligence, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity; (3) data breach or privacy claims; and (4) claims arising out of or relating to our written or oral communications with or about you. Claims are subject to arbitration even if they arise out of or relate to actions, omissions, transactions, facts, or conduct that occurred before this Arbitration Agreement took effect. However, this Arbitration Agreement will not apply to any Claim that was already pending in court before this Arbitration Agreement took effect (although it will apply to new parties or new Claims that are added subsequently in the court action). Notwithstanding the foregoing, You or we may bring an action in small claims court if the Claim is within that court’s jurisdiction, or, if an arbitration demand has been made, instruct the arbitration administrator to close the case because the dispute should be decided by a small claims court. However, if the dispute is transferred, removed, or appealed from small claims court to a different court, it will be subject to arbitration. Moreover, if you or we bring a counterclaim or cross-claim that is for more than the small claims court’s jurisdiction, the entire dispute must, if you or we choose, be resolved by arbitration. This Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf; and. If any other Service or product you obtain from us contains its own arbitration agreement, that agreement (and not this one) will govern claims or disputes arising out of or relating to said Service or product.

CLASS ACTION WAIVER: YOU AND WE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL OR REPRESENTATIVE ACTION OR PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN ONE PERSON’S OR PARTY’S CLAIMS WITH CLAIMS OF ANY OTHER PERSON OR ENTITY UNLESS ALL PARTIES OTHERWISE AGREE IN WRITING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN

FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). THE VALIDITY AND EFFECT OF THIS CLASS ACTION WAIVER SHALL BE DETERMINED EXCLUSIVELY BY A COURT, AND NOT BY THE ADMINISTRATOR OR ANY ARBITRATOR. JURY TRIAL WAIVER: IF YOU OR WE ARBITRATE A CLAIM, YOU AND WE WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. Arbitration will be conducted by a single neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Consumer Arbitration Rules and Supplementary Rules for Multiple Case Filings (collectively, the "AAA Rules"), as modified by this Arbitration Agreement.

For information on the AAA, please visit its website, <http://www.adr.org> or call 800-778- 7879. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, <https://www.adr.org/industries/consumer/#rules-forms-and-fees>. If AAA cannot or will not serve, and the parties are unable to select an arbitrator by mutual consent, a court with jurisdiction will select the administrator or arbitrator, who must agree to abide by all of the terms of this Arbitration Agreement (including, without limitation, the Class Action Waiver). Any arbitrator must be a practicing attorney with ten or more years of experience practicing law or a retired judge. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Claim(s) to commence the arbitration proceeding in accordance with the administrator's rules and procedures. If there is any inconsistency between this Arbitration Agreement, on the one hand, and the AAA Rules or other provisions of this Agreement, on the other hand, this Arbitration Agreement will control.

The arbitrator must follow the provisions of this Agreement as a court would. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply in an individual court action, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim). Any finding, award or judgment from an arbitration of any Claim shall apply only to that arbitration. No finding, award or judgment from any other arbitration shall impact the arbitration of any Claim. If the amount in controversy is more than \$100,000, any party may appeal the award to a three-arbitrator panel appointed by the administrator, which will reconsider de novo any aspect of the appealed award. Unless applicable law provides otherwise, the appealing party will pay the appeal's cost, regardless of its outcome. However, we

will consider any reasonable written request by you for us to bear the cost. The arbitrator's award (or the award of the panel if there is an appeal) will be final and binding, except for any appeal right under the FAA, and may be entered as a judgment by any court having jurisdiction. Unless we and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules. However, if you tell us in writing that you cannot afford to pay the Arbitration Fees charged by the AAA or other arbitration administrator and that you were unable to obtain a waiver of fees from the administrator, and if your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the arbitration administrator and/or arbitrator. The parties shall also bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, this Agreement or the administrator's rules. If the arbitrator determines that any party's claim or defense is frivolous or wrongfully intended to oppress or harass the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party if such sanctions could be imposed under Rule 11 of the Federal Rules of Civil Procedure. All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties. This Arbitration Agreement is binding upon and benefits you, your respective heirs, successors and assigns, and us and our respective successors and assigns. This Arbitration Agreement shall survive (1) any termination, cancellation or closure of your account, (2) any cessation of your relationship with us; (3) any breach, default, or repayment in full; (4) any termination of Advance privileges, and (5) any bankruptcy to the extent permitted by applicable bankruptcy law. If any portion of this Arbitration Agreement is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force, subject to two exceptions: (1) if a determination is made that the Class Action Waiver is unenforceable, and that determination is not reversed on appeal, then the Arbitration Agreement (except for this sentence) shall be void in its entirety; and (2) if a court determines that a public injunctive relief Claim may proceed notwithstanding the Class Action Waiver, and that determination is not reversed on appeal, then the public injunctive relief Claim will be decided by a court, any individual Claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief Claim until the other Claims have been finally concluded.

RIGHT TO REJECT: You may reject this Arbitration Agreement if you do not want it to apply. Rejection of this Arbitration Agreement will not affect the remaining parts of this Agreement. To reject this Arbitration Agreement, you must send written notice of your rejection within sixty (60) days after the date that we approve your application for an account. You must include your name, address, and account number. The notice of rejection must be mailed to the Notice Address provided above. This is the only way that you can reject this Arbitration Agreement. If an account is jointly owned, one owner's rejection of this Arbitration Agreement will be deemed to be a rejection by all joint owners. In all other circumstances, your rejection of this Arbitration Agreement will not be deemed to be a rejection of this Arbitration Agreement by any person or entity other than you. We offer a number of different products and services to our customers. If you reject the Arbitration Agreement in this Agreement, that will not affect any arbitration agreement that may exist between you and us, now or in the future, in connection with other products or services you obtain from us. Any such arbitration agreement will remain in force unless you separately reject it in accordance with its terms. Notwithstanding any provision in this Agreement to the contrary, we agree that if we make any future change to this Arbitration Agreement (other than ministerial changes or a change to the Notice Address) while you have an active account, you may reject any such change by sending us a written notice within sixty (60) calendar days of the change to the Notice Address provided above. If you reject any future change, you will still be obligated to arbitrate any dispute between us in accordance with the terms of the arbitration agreement that existed immediately prior to the changed agreement that you rejected. YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE FILED WITHIN 1 YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR IT WILL BE FOREVER BARRED.

Jury Trial Waiver: If for any reason a Claim is not arbitrated, you and we expressly and knowingly WAIVE THE RIGHT TO TRIAL BY JURY to the fullest extent permitted by law. This means that a judge, rather than a jury, will decide disputes between you and us.

25. Consent to Electronic Delivery

You hereby authorize and instruct Grant Money to deliver any type of document relating to the account (including this Agreement, any other agreements, the Privacy Policy, account statements, and tax documents), instead of paper copies, by email to the email address you provide to Grant Money, by communication through the App, or by referring you to a website via a link or otherwise. Account statements transmitted electronically from Grant Money are the official records of the account. You agree that you will maintain access to a computer or other device capable of accessing email and other communications from Grant Money, including PDF files, and that you are solely responsible for any printing costs, online provider fees, or other costs that may be incurred in accessing the products and services.

You agree that it is solely your responsibility to maintain a functioning email account and address and that Grant Money shall have no responsibility to ensure that delivery to the email address provided by you is successful, for example, in the case of bounce-back notifications, or to send documents via an alternative method when a bounce-back notification or other error message appears, in the judgment of Grant Money, to be the result of your failure to maintain a functioning email account capable of receiving email from Grant. You acknowledge and agree that it may sometimes be necessary for Grant Money to send paper copies to the mailing address provided by you.

26. Severability and Amendment

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any and all other provisions hereof. You acknowledge that Grant may amend this Agreement from time to time, which amendment(s) will become effective and applicable to you when published on the App or otherwise made available to you and shall govern the relationship between you and Grant Money during the entire term of the Agreements. You acknowledge that you will be responsible for checking the App periodically for amendment(s) to these Agreements.

27. Waiver or Modification

Grant Money's waiver or modification of any condition or obligation hereunder shall not be construed as a waiver or modification of any other condition or obligation, nor shall Grant Money's waiver or modification granted on one occasion be construed as applying to any other occasion.

28. Entire Agreement

This Agreement, together with the Privacy Policy and the E-Sign Consent to Use Electronic Records, Disclosures, and Signatures, is the entire agreement of the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral negotiations, correspondence, agreements, and understandings (including without limitation any and all preexisting account agreements, which are hereby canceled).

29. No Third-Party Beneficiaries

Neither party intends for this Agreement to benefit any third party (other than Grant Money) not expressly named in this Agreement.

30. General

Except as set forth in the section titled "Dispute Resolution by Binding Arbitration; Jury Trial and Class Action Waiver," if any provision of these Agreements is held invalid, the remainder of these Agreements will continue in full force and effect.

31. Contacting Grant Money

If you need to contact us concerning any questions or complaints regarding the App or these Agreements, please email support@grantcash.com.

32. Utah Residents

You may report complaints related to an earned wage access service provider to the Division of Consumer Protection, by calling toll-free at 1(800) 721-7233 or online at <https://dcp.utah.gov>.