



END USER TERMS AND CONDITIONS

Effective Date: March 7, 2022

Link Financial Technologies, Inc. (“Link Money,” “we” or “us”) provides a platform (“Platform”) that allows you to link your bank account or accounts (“Account” or “Accounts”) with merchants who are selling goods and/or services (“Merchant” or “Merchants”) so you can easily and securely pay for your online purchases.

Arbitration Agreement: An arbitration clause is part of this agreement. It substantially affects your legal rights (including your right to a trial by jury and your right to participate in a class action). However, you have the right to reject the arbitration clause.

Your Representations and Warranties

This End User Terms and Conditions (the “Agreement”) is an agreement between you and Link Money. By accepting this Agreement, you certify that you have all the necessary rights, permissions and authorities to do so. If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer or such entity to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree to this Agreement on behalf of your employer or such entity. If you do not have the legal authority to bind your employer or the applicable entity, you must not accept this Agreement or access the Platform.

You agree to comply with all laws and regulations applicable to your use. You must not (1) use or access any other person or entity’s Account(s) unless you are listed as an Account holder or authorized user or related Account data, (2) submit information about anyone else’s identity or Accounts or that violates any third-party rights, or (3) use the Platform for any fraudulent, illegal or misleading purpose. You also agree not to (a) modify, reverse engineer or seek to gain unauthorized access to the Platform or related systems, data or source code, (b) bypass or circumvent measures designed to prevent or limit access to any part of the Platform, (c) rent, lease, provide access to or sublicense any elements of the Platform to a third party or use the Platform on behalf of or to provide services to third parties, (d) copy, modify or create derivative works of the Platform or remove any of Link Money’s proprietary notices, (e) access the Platform for competitive purposes or publish any benchmark or performance information about the Platform, or (f) use the Platform in any manner that could damage, disable, overburden, or impair the functioning of the Platform or interfere with, disrupt or negatively affect other end users.

Your Authorization

You authorize Link Money to arrange to electronically (1) debit your checking Account to pay for your purchases of goods and/or services from Merchants, and (2) process any returns, reversals, refunds, corrections or other necessary adjustments, if necessary, by electronically crediting your account, as applicable. All connection and payment requests are subject to authorization by your financial institution. You agree that all transactions that you authorize comply with all applicable laws and regulations. You understand that this authorization will remain in full force and effect until you inform Link Money at compliance@link.money that you wish to revoke this authorization. You understand that Link Money requires at least five business days prior notice in order to cancel this authorization.

Terms

- When you connect your Account via Link Money, you are authorizing us to arrange to transfer funds out of your Account and to deposit them into the relevant Merchant's account in the amount that you authorized. If you complete a purchase which sets up recurring payments, you authorize Link Money to arrange to transfer the funds from the Account and to deposit them to the relevant Merchant's account for each recurring payment.
- You agree that Link Money may use the information you have provided to us to initiate and complete the payment process with the Merchant.
- We reserve the right to refuse, suspend, or cancel any payment request in our sole discretion.
- You understand that we work with our data access network partners to obtain your Account information.
- Additional terms and conditions may apply to your payment request and to specific portions or features of the Platform including rules related to payment networks and bank transfers, as well as our service partners. You agree to abide by such other terms and conditions, including where applicable representing that you are of sufficient legal age to use or participate in such service or feature.

Your Relationship with Merchants

- When you are purchasing goods and/or services from a Merchant, your purchase is governed by the Merchant's terms and conditions offered and/or any contract between you and the Merchant. You must contact the Merchant to resolve any issues you have with respect to the goods and services you ordered or purchased from the Merchant, including any issues relating to shipping and delivery, product warranty, product return, refund, exchange, and the terms of any agreements you entered into with the Merchant in connection with your order or purchase. You acknowledge and agree that Link Money is not responsible for any of these issues.
- You also acknowledge and agree that Link Money is not in any way responsible for the quality, usability, or any other element of the goods or services you order or purchase from a Merchant. You acknowledge that Link Money does not endorse any goods or services offered for sale on Merchant websites linked to the Platform. Link Money does not warrant the accuracy or reliability of any information or marketing messages contained in Merchant websites linked to the Link Money Platform.

- You agree that we can make information about your purchase available to the Merchant through a Merchant dashboard and/or our API in order to fulfill your order, each of which will require the Merchant to pass certain authentication measures.

Privacy and Security

Privacy and security are very important to us. Please review our End User Privacy Policy to learn how Link Money uses data related to your Accounts. If you have questions, contact us at privacy@link.money. Link Money will maintain appropriate administrative, physical, and technical safeguards for protection of the security and confidentiality of any personally identifiable information, including, but not limited to measures for preventing the unauthorized access, use, modification, or disclosure of such information. Link Money will also maintain a comprehensive set of policies, procedures, and practices reasonably designed to manage Link Money's cybersecurity risks.

Rights to the Platform

Note that Link Money owns all rights, title and interest (including intellectual property rights) in and to the Platform and our related websites and technology. If you choose to give us feedback, suggestions or other inputs about the Platform, we may use them without restriction.

Changes to the Platform

Link Money is always improving the Platform, so it may change over time. We may suspend or discontinue any part of the Platform, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Platform. Unless Link Money is legally required to provide you with notice, your continued use of the Platform demonstrates your agreement to any changes. If you do not agree to the modifications, your sole remedy is to cease using the Platform.

Our Disclaimers

TO THE EXTENT PERMITTED BY LAW, THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE," AND ANY USE IS AT YOUR DISCRETION AND RISK. LINK MONEY, ANY OF ITS AFFILIATES AND ITS AND THEIR SERVICE PROVIDERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. LINK MONEY AND ITS SERVICE PROVIDERS DO NOT WARRANT THAT USE WILL BE UNINTERRUPTED OR ERROR-FREE, FREE FROM MALWARE, THAT ANY OF YOUR DATA WILL BE ACCURATE, COMPLETE, CURRENT, AVAILABLE, TIMELY OR THAT ANY ERRORS IN ANY ACCOUNT INFORMATION WILL BE CORRECTED OR THAT LINK MONEY WILL MAINTAIN ANY DATA WITHOUT LOSS.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL LINK MONEY AND ITS AFFILIATES, THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND PARTNERS OF LINK MONEY OR ITS AFFILIATES, BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF \$100, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Notices

All notices, requests and other communications to Link Money under this Agreement must be in writing to Link Money at compliance@link.money and will be deemed given when delivered.

Ending This Agreement

At any time in its discretion, Link Money may terminate or suspend this Agreement (or your use of the Platform) with or without notice and for any or no reason, including if Link Money suspects that you have violated this Agreement. Link Money will have no liability to you for any termination or suspension, nor will such action limit any other rights or remedies Link Money may have. Except for your right to use the Platform, this Agreement will survive any termination.

Additional Terms

This Agreement is governed by and will be construed under the laws of the State of California, without regard to the conflicts of laws provisions thereof.

This Agreement may not be transferred or assigned by you without Link Money's prior written consent. Link Money may assign or transfer this Agreement to its affiliates or in connection with a merger, sale, reorganization or other change of control. In addition, Link Money's affiliates, contractors and service providers may exercise Link Money's rights or fulfill its obligations under this Agreement. Waivers must be in writing and no waivers will be implied. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, the remaining provisions will remain unaffected and in full force and effect. This Agreement is the final, complete and exclusive agreement between you and us relating the subject matter of this Agreement and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written. In this Agreement, headings are for convenience only and the term "including" (and similar terms) will be construed without limitation.

Link Money will not be liable for any delay or failure to perform any obligation herein if the delay or failure is due to unforeseen events that are beyond Link Money's reasonable control, such as strikes, blockade, war, terrorism, riots, natural disasters, epidemics, or governmental action, in so far as such an event prevents or delays Link Money in fulfilling its obligations hereunder.

Link Money may modify this Agreement from time to time. Unless we specify otherwise, modifications take effect when we post the modified version on our website. Link Money will use reasonable efforts to notify you of the modifications, such as posting them on its website, and you may be required to agree to the modified version. If you do not agree to the modifications, your sole remedy is to cease using the Platform.

Arbitration Agreement

General. This Arbitration Agreement describes when and how a Claim (as defined below) may be arbitrated. Arbitration is a method of resolving disputes in front of a neutral person (the "arbitrator") instead of having a trial in court in front of a judge and/or jury. It can be a quicker and simpler way to resolve disputes. Arbitration proceedings are private and less formal than court trials. Each party to the dispute has an opportunity to present some evidence to the arbitrator. The arbitrator will issue a final and binding decision resolving the dispute (the "award"), which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision.

Special Definitions. Solely for purposes of this Arbitration Agreement, (1) "we," "us" and "our" mean (a) Link Financial Technologies, Inc. and any of their assignees, successors, agents, or designees, (b) the officers, directors, employees, affiliates, subsidiaries, and parents of all of the foregoing, (c) any subsequent holder of this Agreement, and (d) any party you name as a co-defendant in a Claim against us, such as Merchants; and (2) "you" means this person entering this Agreement.

Claims Subject to Arbitration. Except as provided below, you and we agree that, at your or our election, any past, present or future claim, dispute or controversy arising out of or relating to this Agreement or the relationship(s) resulting from this Agreement ("Claim") shall be resolved on an individual basis by binding arbitration under the Federal Arbitration Act ("FAA"), 9 U.S.C. §§1 *et seq.* "Claim" has the broadest reasonable meaning and includes, without limitation (a) initial claims, counterclaims, cross-claims and third-party claims, (b) disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity; (c) advertisements, promotions, notices, disclosures or oral or written communications related to the Agreement; (d) Claims that arose before the effective date of this Agreement; and (e) data breach or privacy claims arising from or relating directly or indirectly to our disclosure of any non-public personal information about you.

Disputes Not Subject to Arbitration. Notwithstanding the above, if a Claim is within the jurisdiction of a small claims (or an equivalent) court, you or we may bring such Claim in that court; however, if the Claim is transferred, removed, or appealed to a different court, it shall be subject to arbitration. Any dispute concerning the validity or enforceability of this Arbitration Agreement or any part thereof must be decided by a court; any dispute concerning the validity or

enforceability of the Agreement as a whole is for the arbitrator to decide.

Arbitration Administrator. The arbitration will be administered by either the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules in effect at the time the arbitration is brought, unless we and you agree in writing to arbitrate before a different organization or arbitrator. If AAA is unable to serve as administrator and you and we cannot agree on a replacement, a court with jurisdiction will select the administrator or arbitrator, who must agree to abide by this Arbitration Agreement. The AAA Rules are available online at www.adr.org or by contacting the AAA at 120 Broadway, 21st Floor, New York, NY 10271, 1-800-778-7879.

Starting an Arbitration. Arbitration is started by giving the other party written notice of the intent to arbitrate the Claim. This notice may be given before or after a lawsuit has been filed and may be given by papers filed in the lawsuit, such as a motion to compel arbitration. The AAA has specific rules for starting an arbitration. Regardless of who elected arbitration or how it was elected, the party asserting the Claim (*i.e.*, the party seeking money damages or other relief from a court or an arbitrator) is responsible for starting the arbitration proceeding. Thus, if you assert a Claim against us in court, and we elect to arbitrate that Claim by filing a motion to compel arbitration which is granted by the court, you will be responsible for starting the arbitration proceeding. Even if all parties have opted to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Agreement.

Location and Costs. Any arbitration hearing that you attend will take place in a location that is reasonably convenient for the parties. The payment of filing, administrative and arbitrator fees shall be governed by the administrator’s rules and applicable law. The parties shall bear the fees and expenses of their own attorneys, experts and witnesses, regardless of which party prevails, unless applicable law or this Agreement gives a right to recover any of those fees or expenses from the other party.

Law Applied. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and privilege rules that would apply in a court proceeding, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable 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), and attorneys’ fees and costs.

JURY TRIAL WAIVER: You and we knowingly and voluntarily waive any right to a jury trial for any Claim that is arbitrated.

CLASS ACTION WAIVER: If you or we elect to arbitrate a Claim, neither you nor we will have the right to participate in a class action, private attorney general action, or other representative action in court or in arbitration, either as a class representative or class member. Further, unless both you and we agree otherwise in writing, the arbitrator may

not join or consolidate Claims with claims of any other persons. The arbitrator will not conduct any arbitration inconsistent with this section or issue any relief that applies to any person or entity except you or us individually.

Survival; Conflict. This Arbitration Agreement shall survive the termination of this Agreement, any breach, default, or payment in full under this Agreement, and/or your or our bankruptcy or insolvency (to the extent permitted by applicable law). If there is a conflict or inconsistency between this Arbitration Agreement and the administrator's rules or other provisions of this Agreement, this Arbitration Agreement will govern.

Severability. If any part of this Arbitration Agreement is deemed invalid or unenforceable, the remaining portions of this Arbitration Agreement will still apply, except that: (i) if a determination is made that the Class Action Waiver is unenforceable, and that determination is not reversed on appeal, then the Arbitration Provision (except for this sentence) shall be void in its entirety; and (ii) 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 opt out of (reject) this Arbitration Agreement by mailing a signed written (not electronic) notice to us at 101 Mission Street, Ste 400, San Francisco, CA 94105 within thirty (30) calendar days after the date of this Agreement. Any opt out notice must include your name, address, email address, and telephone number. Opting out of this Arbitration Agreement will not affect any other provision of the Agreement. The opt out will apply only to this Arbitration Agreement. If you do not opt out of this Arbitration Agreement, it will be effective as of the date of this Agreement.