

Fuego Earned Wage Access Services

Terms and Conditions of Use as of October 26, 2021

The following terms and conditions govern your use of the Fuego Earned Wage Access Services. THIS AGREEMENT CONTAINS, AMONG OTHER THINGS, AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER (SEE SECTION 16). Please read them carefully.

- 1. Acceptance of Terms and Conditions; Use of Fuego Services.** These Terms and Conditions of Use (the “**Terms**”) govern your access to Fuego Earned Wage Access Services, which include the administration, delivery and settlement of draw payment requests and related services (the “**Fuego Services**”), provided by Fourth Fintech Solutions, LLC (“**Fourth**”). As referenced in these Terms, a “**Draw Payment**” is a payment made to you by Fourth, which corresponds to a portion of your calculated earned wages (wages that you have earned from your employment, but for which you have not yet been paid). By clicking “accept” below or by accessing or using the Fuego Services, you agree to that you have read, understood, and agreed to be bound by these Terms.

If you do not agree to be bound by these Terms, you are not permitted to use the Fuego Services.

You may use the Fuego Services only for their intended purpose and solely in accordance with these Terms. Fourth is not responsible for third-party resources that may be contained in the Fuego App, or any third party websites that are linked on the Fuego website or in the Fuego App. These Terms will remain applicable even if you agree to other terms from third parties. If you agree to other terms and conditions with Fourth or its affiliates related to other services, the other terms will remain applicable with respect to such other services and these Terms will remain applicable with respect to the Fuego Services.

- 2. Privacy Policy.** By accepting these terms, you are also agreeing that you have reviewed and accepted our [Privacy Policy](#).

In connection with your use of the Fuego Services, you authorize Fourth to receive your personal information. Fourth may receive such information from your bank, and/or third parties to permit payments made to you as a component of your use of the Fuego Services. In addition, Fourth may share information that you provide to Fourth with such third parties for the purposes of providing you the Fuego Services.

- 3. Receiving the Fuego Services.** By using the Fuego Services, you may request maximum Draw Payments in the amount of up to 50% of your calculated earned wages (wages that you have earned from your employment, but for which you have not yet been paid). Each payment will be considered a draw from your available earned wages. The maximum draw amount will be the lesser of 50% of your calculated earned wages or \$500 if you are paid weekly or \$1,000 if you are paid biweekly. The minimum draw amount is \$20. At your direction, your Draw Payment will sent to your bank account, which can be an account associated with your debit card, prepaid card, or payroll card (each a “**Payment Account**”) via an Automated Clearing House (ACH) transaction or Original Credit Transaction (OCT). You may submit a request for a Draw Payment using the

Fuego Services only by using the Fuego App. Draw Payments made to you pursuant to your draw requests will be made by Fourth and are not disbursements or wage payments from your employer.

- 4. Fees and Use of Services.** Draw Payments made to you in the course of receiving the Fuego Services are not loans. Instead, the Draw Payments are a mechanism for providing you with early access to wages that you have already earned before your employer’s scheduled pay day. Unlike a loan, Fuego does not charge interest and does not engage in credit reporting or collections activities.

You may request a Fuego Draw Payment after completing an agreement consent form in the Fuego App. Subject to your eligibility and the acceptance of your Draw Payment request, the requested Draw Payment will be deposited into your Payment Account in accordance with the time frames indicated in the table below. In exchange for receiving your requested Draw Payment(s), you will be charged the following fees (“**Fees**”):

Participation Fees	Expedited Processing Fees
<p>No fee will be charged if the Draw Payment is made to your Fuego Card (defined in Section 7). However, for Draw Payments that are directed to other types of Payment Accounts, a \$1 Participation Fee will be applied each day you request a payment draw.</p> <p>Please note:</p> <ul style="list-style-type: none"> - you will not be charged more than \$1 per day; - if you are paid weekly, you will not be charged more than \$3 per pay period; and - if you are paid bi-weekly, you will not be charged more than \$5 per pay period. - (If applicable) an Expedited Processing Fees will be charged in addition to the Participation Fee. 	<p>For certain types of transfers that you request, we will charge you an Expedited Processing Fee in addition to a Participation Fee.</p> <p>Applicable Expedited Processing Fees will be charged as follows:</p> <ul style="list-style-type: none"> - Transfers to your Fuego Card will not be charged an Expedited Processing Fee and can usually be processed in minutes. - Standard (3-5 days) ACH transfers will not be charged an Expedited Processing Fee. - Same day ACH transfers are an additional \$1 per Draw Payment. - Instant (OCT) transfers to cards (e.g., debit card or prepaid card) other than your Fuego Card are an additional \$2 per Draw Payment. <p>Not all payment methods will be available at all times; available options will be displayed in the Fuego App. Availability may be limited by the types of account(s) you have linked to the Fuego Services and time of day.</p>

- 5. Suspicious Activity; Service Limits.** If Fourth detect suspicious activity, or reasonably believes that activity related to your account is fraudulent, suspicious, or criminal in

nature, Fourth may act to stop the activity, which may include halting and reversing any Draw Payments related to such activity. Even in the absence of suspicious activity, Fourth may limit the number of Draw Payments that you can receive and may deny access to the Fuego Services if Fourth reasonably determines, in its sole discretion, that it is necessary or advisable for legal, security, or commercial reasons.

- 6. Fuego Card Services.** The Fuego App may enable you to open a digital wallet and to obtain a prepaid card for use in connection with your use of the Fuego Services (a “**Fuego Card**”). The Fuego Card is issued by Central Bank of Kansas City, member FDIC. Your Fuego Card is subject to a separate Cardholder Agreement between you and Central Bank of Kansas City.
- 7. Fuego App.** You may view account details relating to the digital wallet and, if applicable, the Fuego Card using the Fuego App. Using the Fuego App, you will be able to (i) facilitate Draw Payments from your employer as described above, (ii) view balance information and statements, (iii) if applicable, access a digital version of your Fuego Card in a mobile wallet, which may be used for electronic payments (for example, using Apple Pay or Google Pay, subject to each mobile wallet's separate terms), (iv) if applicable, initiate funds transfers between from your Fuego Card to your other Payment Account(s), (v) receive notifications regarding the Fuego App and Fuego Card transactions, (vi) receive access to in-app support, (vii) manage features and settings of your Fuego Card and the Fuego App, and (viii) suspend and resume your Fuego Card for security purposes. Fuego Card functionality is only available if you have a Fuego Card open and in good standing.

Before you are permitted to obtain a Fuego Card and access the Fuego Services, you may be required to meet customer verification criteria established by Fourth and its partners and service providers.

- 8. Effective Date of Terms.** These Terms will become effective on the date of acceptance and will govern your use of the Fuego Services as soon as you access the services.
- 9. Termination of Employment.** Upon termination of your employment with your current employer (for any reason), to the extent allowed by law, your final pay will be adjusted in the amount of all outstanding (unsettled) Draw Payments and Fees.
- 10. Payroll Adjustment Authorization.** You authorize Fourth to initiate an adjustment of your next paycheck in the amount of any Draw Payments made to you, together with all associated Fees, on your next scheduled payday. You also authorize your employer to make payment to Fourth in the amount of such Draw Payments and Fees. In the event previously made Draw Payment is not successfully reimbursed during the first pay day following the Draw Payment, you authorize Fourth to initiate an adjustment corresponding the Draw Payment and any related Fees, and your employer to pay such amounts to Fourth, in any subsequent pay period one additional time. This authorization can be cancelled at any time by contacting us at 1-855-715-8518. However, if you revoke this authorization, you will no longer be able to use the Fuego Services.
- 11. Settlement of Draw Payments.** For each pay period (on the date of your regularly scheduled pay date), your employer will deduct and remit to Fourth the total amount of all Draw Payments made to you during the pay period, in addition to any associated Participation and Expedited Processing Fees.

If your employer is not able to complete the deduction from your next paycheck, your employer will attempt the deduction on your next pay day. If you terminate the Services or your employment, outstanding deductions will still occur from your next paycheck unless you instruct us otherwise.

12. Your Authorization for ACH and OCT Credits. You authorize Fourth to electronically credit your designated Payment Account for the approved Draw Payments via ACH or OCT transactions. Fourth will not debit your Payment Account except to the extent necessary to reverse any prior incorrect payments.

You represent and warrant that you have the right to authorize us to credit your Payment Account for payments due to you in connection with receiving the Fuego Services. You agree that you will indemnify and hold Fourth harmless from any claims by any other owner of the Payment Account. You further agree to cooperate with us in returning and funds credited to your Payment Account in error.

13. Consent to Receive Electronic Communications. You agree to receive electronic communications, which may include emails, SMS messages, and phone calls to enable your use of the Fuego Services. SMS communications will be used only for user authentication purposes. Your consent to receive SMS communications is required for you to use the Fuego Services. You understand that the electronic communications may be made using automated systems, including automatic telephone dialing systems or automated SMS messages. You agree that you are responsible for any message, data rates or fees that your telephone service provider charges in relation to calls and SMS messages sent and received by you. If you have any questions regarding those rates, please contact your telephone and or wireless carrier. This authorization can be cancelled at any time by contacting us at 1-855-715-8518. However, if you revoke this authorization, you will no longer be able to use the Fuego Services.

14. Your Responsibilities, Representations, and Warranties.

- a. When you receive a Draw Payment, you transfer all right, title and interest in and to the portion of your net wages that corresponds to the Draw Payment to Fourth.
- b. You warrant to Fourth that the Draw Payment request is valid, and that you have not already been paid for the portion of your wages that correspond to the Draw Payment or assigned your rights to receive such wages to any other party.
- c. You authorize Fourth to initiate deductions from your paycheck as provided from your employer in accordance with these Terms.
- d. You warrant to Fourth that you will not request Draw Payments for any amount you are not entitled to receive in your next paycheck.
- e. You represent and warrant that you have the right to authorize us to initiate deductions from your paycheck for all payments due to Fourth under these Terms.
- f. You will indemnify and hold Fourth harmless from any claims by third party claiming rights to your Payment Account or the right to receive your Draw Payment amounts.
- g. You warrant that all information you provide to Fourth is true, accurate, current, and complete.

- h. You represent that you are a legal owner of your Payment Account(s), and that you are authorized to provide Fourth with, all account information and other information necessary for you to receive the Fuego Services.
- i. In order to use the Fuego Services, Fourth may be required to verify your identity. As such, you authorize Fourth to make any inquiries that Fourth reasonably considers necessary to validate your identity, which may include inquiries related to your taxpayer identification number, phone number, email address, and other personal information. You agree that if you do not provide and facilitate verification of this information, Fourth may refuse to permit you to use the Fuego Services.

15. Prohibited Activities. You agree that you will not:

- a. use the Fuego Services to collect or store personal data about other users without their express permission;
- b. upload, post, email or otherwise transmit any viruses or other computer code that may interrupt, destroy, limit the functionality of the Fuego Services, or interfere with the access of any user to the Fuego Services;
- c. circumvent, disable or otherwise interfere with security related features of the Fuego Services;
- d. use any meta tags or other hidden text or metadata utilizing a Fourth name, trademark, URL or product name;
- e. use manual or automated software, devices, scripts robots, other means or processes to access, “scrape,” “crawl” or “spider” any web pages contained in the Fuego Services;
- f. attempt to or actually access the Fuego Services by any means other than through the Fuego App or other authorized platforms;
- g. attempt to probe, scan or test the vulnerability of any Fourth system or network or breach or impair or circumvent any security or authentication measures protecting the Fuego Services or the Fuego App; or
- h. attempt to decipher, decompile, disassemble, reverse engineer, or otherwise attempt to discover or determine the source code of the Fuego App or any other component of the Fuego Services.

16. Notices; Changes to Terms. Fourth reserves the right to change these Terms from time to time by providing you notice through the Fuego App. You will be able to access a copy of these Terms through the Fuego App. Any notice required or permitted to be given to you in accordance with these Terms will be effective when delivered to you through the Fuego App or, if earlier, via email.

17. Limitations of Liability. EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT SHALL FOURTH, NOR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, OR SUPPLIERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE FOURTH EWA SERVICES (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (HOWEVER ARISING),

(II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (OR IN THE AGGREGATE) OF \$500.00.

18. Arbitration Agreement and Class Action Waiver

- a. You agree that you and Fourth Fintech Solutions, LLC. require that the sole and exclusive forum and remedy for resolution of a covered Claim be final and binding arbitration pursuant to this Arbitration Agreement (the “**Arbitration Provision**”), unless you opt out as provided in section (b) below. This Arbitration Provision is governed by the Federal Arbitration Act (9 U.S.C. §§ 1 – 16). As used in this Arbitration Provision, “**Claim**” shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and Fourth Fintech Solutions, LLC., (or persons claiming through or connected with us), on the other hand, relating to or arising out of this Agreement, any Note, the Site, and/or the activities or relationships that involve, lead to, or result from any of the foregoing, including (except to the extent provided otherwise in the last sentence of section (f) below) the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Agreement. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counter-claims, cross-claims, third-party claims, or otherwise. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.
- b. You may opt out of this Arbitration Provision for all purposes by sending an arbitration opt out notice within 14 days of the date of your electronic acceptance of the terms of these Terms to Fourth Fintech Solutions, LLC, 6504 Bridge Point Parkway, Suite 300, Austin TX 89830, Attention: Legal Department, provided that the opt out notice is received at the above-specified address. To be effective, your opt-out notice must include a letter that clearly states (i) your name, address, account number, and a telephone number at which we may contact you (ii) the date of your acceptance of these Terms, (iii) that you are rejecting arbitration, and (iv) your signature. You may send the opt-out notice using any suitable delivery method, provided that we receive it at the specified address within the specified 14 day period. If you engage a third party to send the opt-out notice on your behalf, the notice must include evidence that the third party is authorized to communicate the notice on your behalf.
- c. The party initiating arbitration shall do so with the American Arbitration Association (the “**AAA**”) or JAMS. The arbitration shall be conducted according to, and the location of the arbitration shall be determined in accordance with, the employment arbitration rules and policies of the administrator selected, except to the extent the rules conflict with this Arbitration Provision or any countervailing law. In the case of a conflict between the rules and policies of the administrator and this Arbitration Provision, this Arbitration Provision shall control, subject to applicable law as determined by the arbitrator, unless all parties to the arbitration consent to have the rules and policies of the administrator apply. You may review the employment arbitration rules on the AAA or JAMS web site, respectively, www.adr.org for the AAA rules and www.jamsadr.com for the JAMS rules.

- d. If you elect arbitration, you shall pay all the administrator's filing costs and administrative fees (other than hearing fees), although you will not be required to pay any filing and administrative fees in an amount greater than the filing fee that would apply had the matter been filed in a court presiding in the geographical area where the arbitration will be conducted. If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with applicable law if contrary to the administrator's rules. Each party shall bear the expense of its own attorneys' fees. However, if a statute gives either party the right to recover any of these fees, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary herein.
- e. Any award by the individual arbitrator shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.
- f. We agree not to invoke our right to arbitrate an individual Claim you may bring in Small Claims Court or its equivalent limited economic jurisdiction court, so long as the Claim is pending only in that court. NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS, but excluding California's Private Attorney General Act), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT. Any challenge to the validity of this section 1(f) shall be determined exclusively by a court and not by the administrator or any arbitrator.
- g. The arbitrator may award damages or other types of relief permitted by applicable substantive law.
- h. This Arbitration Provision shall survive (i) suspension, termination, revocation, closure, or amendments to this Agreement or (ii) the bankruptcy or insolvency of any party or other person. If any portion of this Arbitration Provision other than section (f) is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. If an arbitration is brought on a class, representative, or collective basis, and any or all of the limitations on such proceedings in section (f) are finally adjudicated pursuant to the last sentence of section (f) to be unenforceable, then no arbitration of the matters subject to the unenforceable limitations, shall be had, and those matters instead shall be heard in court; however, this Arbitration Provision shall be enforced as to all matters that otherwise are subject to the enforceable limitations in section (f).

THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT THEY WILL NOT HAVE THAT RIGHT AS TO CLAIM SUBJECT TO ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION.

19. GOVERNING LAW. THESE TERMS AND YOUR USE OF THE FUEGO SERVICES, INCLUDING THE FUEGO APP AND FUEGO DIGITAL WALLET SHALL BE GOVERNED

BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICT OF LAWS.