

PROMISE NETWORK INC.

TERMS OF USE

PLEASE READ THESE TERMS OF USE (“AGREEMENT”) CAREFULLY BEFORE USING THE PRODUCTS AND SERVICES OFFERED BY **PROMISE NETWORK INC.** (“COMPANY” or “PROMISE”) THROUGH THE WEBSITE LOCATED AT [HTTPS://PROMISE-PAY.COM/](https://promise-pay.com/) AND ALL SUBPAGES, OR ANY MOBILE APPLICATION OR DIGITAL PRODUCT REFERENCING THIS AGREEMENT (COLLECTIVELY, THE “SERVICES”). BY VISITING OR USING THE SERVICES IN ANY MANNER, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY AND A PARTY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU HAVE NO RIGHT TO USE SERVICES. USE OF COMPANY’S SERVICES IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

THIS AGREEMENT ALSO INCLUDES, AMONG OTHER THINGS, A BINDING ARBITRATION PROVISION THAT CONTAINS A CLASS ACTION WAIVER. PLEASE REFER TO SECTION 18 BELOW FOR MORE INFORMATION.

1. THE PROMISE SERVICES

1.1 SERVICES DESCRIPTION. Company provides certain Services which may enable you to pay amounts (“Payments”) that you may owe to a governmental agency, jurisdiction, private company, institution, or other entity (each referred to as an “Entity”), or otherwise enable or assist you in meeting or fulfilling your obligations or commitments with an Entity. In connection with certain Payments, Company may agree, in our sole discretion, to pay the amount that you owe the Entity by advancing that amount to the Entity on your behalf in accordance with your agreement to repay the Company. As applicable and agreed to by us, such loan will be made and governed by a separate “Payment Plan Agreement.” Company also provides certain Services which may enable Entities to oversee and manage Payments.

By using the Services to submit a Payment, you agree to remain bound by all applicable terms and conditions of the Entity for whom you submit Payments. You further acknowledge that your use of Company’s Services does not alter or affect any Entity payment terms including but not limited to deadlines, payment plans, late fees, and refunds, except as specifically enumerated in your Payment Plan Agreement. Any other obligations arising from your relationships with Entity may not be assigned to Company. Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals.

Promise reserves the right to impose limitations on the size, frequency, method of payment, and time frame of Payments submitted, as further described through the Services or in any Payment Plan Agreement you enter into.

1.2 AN INDEPENDENT THIRD-PARTY. You acknowledge and agree that your use of the Services does not in any way constitute a tri-party agreement between you, Promise, and or any third party, such as the Entity. Accordingly, Company assumes no responsibility and will have no liability for any consequences resulting from your interactions, agreements, or contacts with the Entity, including but not limited to payment terms, consequences of any failure to pay, and any other disputes which may arise between you and the Entity. Company in no way endorses, has control over, or bears any responsibility or liability for any statements made by or actions taken by the Entity, including the Entity’s assessment of Payments as well as any related deadlines and/or consequences for late or nonpayment of such Payments.

2. ACCESS TO THE SERVICES.

2.1 ELIGIBILITY AND ACCURACY OF INFORMATION. In order to use the Services, you must (i) be an individual at least 18 years of age or an entity registered in the United States or Canada and able to form legally binding contracts under applicable law. You further agree that (i) all registration information you submit is accurate and truthful; (ii) you will maintain the accuracy of such information, and (iii) you are authorized to use your payment method. If you are registering on behalf of an entity or organization, you represent and warrant that you have the capacity and the authority to bind such entity or organization to this Agreement. You also certify that you are legally permitted to use and access the Services and take full responsibility for the selection and use of and access to the Services. This Agreement is void where prohibited by law, and the right to access the Services is revoked in such jurisdictions.

2.2 REGISTRATION AND SECURITY. As a condition to using some aspects of the Services, you may be required to register for an account with Company (an “Account”) and select a password and user name (“Company User ID”). As part of this process, you may be asked to complete an identity verification process by sharing certain personal information about yourself with us and/or any third-party service providers who we engage to conduct checks to verify and confirm your identity. You hereby authorize us and our appointed third parties to make all necessary inquiries that we or our third-party providers may deem necessary to verify your identity, to comply with applicable laws or regulations or to protect you and our other users. You shall provide Company with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of your Account. You may not (i) select or use as a Company User ID a name of another person with the intent to impersonate that person; or (ii) use as a Company User ID a name subject to any rights of a person other than you without appropriate authorization. We may, from time to time, require users to provide additional information or to undergo new identity verification checks, as a condition to their continued use of the Services and/or to be able to use certain features or functionalities of the Services. Company reserves the right to refuse registration of or cancel a Company User ID in its discretion. You

shall be responsible for maintaining the confidentiality of your password. Any personal data you provide to us when registering for an Account is subject to our Privacy Policy.

You agree that you will not provide access to your Account to any outside party other than yourself, and you will take reasonable precautions to safeguard your password and other authentication details and keep them confidential. You are responsible for all actions submitted and data accessed by your Account, and Company holds no liability for any costs, difficulties, or disputes arising from unauthorized or compromised usage of your Account, except where Company has explicitly accepted responsibility. If you open additional Accounts, Company reserves the right to immediately close such additional Accounts.

2.3 IDENTITY AUTHENTICATION. Personal data provided through using the Services is governed by our Privacy Policy located at <http://promise-pay.com/privacy>. You authorize Promise, directly or through third parties, to make any inquiries we consider necessary to verify your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, and verifying your information against third party databases or through other sources. If Promise cannot verify your identity, Promise reserves the right to deny you use of the Services.

2.4 INAPPROPRIATE USE. If we have reason to believe that you have used our Services inappropriately, we may close, suspend, or limit your access to your Account or the Services; hold, return, or reclaim funds; update information provided to third-parties; decline to provide Services to you or related parties in the future; contact your bank, other users, law enforcement, or other third parties; or take legal action.

2.5 FEES AND PAYMENT. Company reserves the right to require payment of fees and/or interest for certain or all Services. You shall pay all applicable fees, as described on the Services and/or your Payment Plan Agreement in connection with such Services selected by you. Company reserves the right to institute new charges at any time, upon notice to you, which may be sent by email or posted through the Services. Your use of the Services following such notification constitutes your acceptance of any new or increased charges. Any fees paid hereunder are non-refundable.

3. CHANGES TO THIS AGREEMENT. Company may change, suspend or discontinue the Services at any time, including the availability of any feature, database, or Content. Company may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability. Company reserves the right, in its sole discretion, to modify this Agreement at any time by posting a notice on or through the Services, or by sending you a notice via email. You shall be responsible for reviewing and becoming familiar with any such modifications. Your use of the Services following such notification constitutes your acceptance of the terms and conditions of this Agreement as modified.

4. PAYMENT METHODS. Company may accept different payment methods which will be indicated in your Payment Plan Agreement, or as otherwise provided by us when you sign up for our Services. Payment Methods are used to submit Payments via the Services, and may be saved to your Account for easy reference and submission. Upon addition to your Account, your payment methods may be authorized to confirm their validity. A temporary, small authorization charge may appear on your statement as a result. All Payment Method usage associated to Payments submitted via the Services are subject to existing terms for your Payment Method, including any relevant credit or transactional limits, and any other terms, fees or rewards programs.

5. CREDIT REPORT AUTHORIZATION AND REPORTING. If expressly authorized by you, we may obtain consumer reports from consumer reporting agencies about you (1) when you apply for a loan also known as a "Payment Plan"; and (2) periodically throughout the term of your loan (including in the month following the month when you pay off or otherwise satisfy the loan). You expressly authorize us to use the information that we obtain from such reports for any lawful purpose, including but not limited to: (1) authenticating your identity; (2) making credit decisions; (3) assisting with internal modeling and analysis; and (4) servicing your loan. In connection with these purposes, you authorize Promise to share all or parts of your consumer reports with agents, partners, counterparties, or affiliates. You also authorize Promise to verify information in your application, and you agree that Promise may contact third parties to verify any such information.

6. PRIVACY POLICY. For information regarding Company's treatment of personally identifiable information, please review Company's current Privacy Policy at <http://promise-pay.com/privacy>, which is hereby incorporated by reference; your acceptance of this Agreement constitutes your acceptance and agreement to be bound by Company's Privacy Policy.

7. USER SUBMISSIONS. In the course of using the Services, you and other users may provide information which may be used by Company in connection with the Services and which may be visible to certain other users. You understand that by posting information or content on the Services or otherwise providing content, materials or information to Company or in connection with the Services (collectively, "User Submissions"), Company hereby is and shall be granted a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, sublicenseable and transferable right to fully exploit such User Submissions (including all related intellectual property rights) in connection with the Services and Company's (and its successors' and assigns') business, including without limitation for promoting and redistributing part or all of the Services (and derivative works thereof) in any media formats and through any media channels; however, Company will only share your personally identifiable information in accordance with our Privacy Policy. You also hereby do and shall grant each user of the Services a non-exclusive license to access your User Submissions through the Services, and to use, modify, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the Services and under this Agreement. Furthermore, you understand that Company retains the right to reformat, modify, create derivative works of, excerpt, and translate any User Submissions submitted by you. For clarity, the

foregoing license grant to Company does not affect your ownership of or right to grant additional licenses to the material in your User Submissions, unless otherwise agreed in writing.

You understand that all information publicly posted or privately transmitted through the Services is the sole responsibility of the person from which such content originated and that Company will not be liable for any errors or omissions in any content. You understand that Company cannot guarantee the identity of any other users with whom you may interact in the course of using the Services. Additionally, Company cannot guarantee the authenticity of any data which users or merchants may provide about themselves. You acknowledge that all User Submissions accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom.

Under no circumstances will Company be liable in any way for any User Submissions, including, but not limited to, any errors or omissions in any User Submissions, or any loss or damage of any kind incurred in connection with use of or exposure to any User Submissions posted, emailed, accessed, transmitted, or otherwise made available via the Services.

8. DISPUTES WITH THIRD PARTIES. You agree that Company shall not be responsible or liable for any loss or damage of any sort incurred as the result of any your dealings with an Entity or other third party. If there is a dispute between participants on this site, or between users and any third party, you understand and agree that Company is under no obligation to become involved. In the event that you have a dispute with one or more other users, you hereby release Company, its officers, employees, agents, and successors in rights from claims, demands, and damages (actual and consequential) of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes. If you are a California resident, you shall and hereby do waive California Civil Code Section 1542, which says: **“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.”**

9. ACCEPTABLE USE. You warrant, represent and agree that you will not contribute any User Submissions or otherwise use the Services in a manner that (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (ii) violates any law, statute, ordinance or regulation; (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable; (iv) involves commercial activities and/or sales without Company’s prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes; (v) impersonates any person or entity, including without limitation any employee or representative of Company; (vi) contains a virus, trojan horse, worm, time bomb, or other harmful computer code, file, or program; (vii) involves navigation or search of the Services with any tool, software, agent, engine or other means (including bots, avatars, intelligent agents, or spiders); or (viii) otherwise impairs, overburden, damages, or disables any portion of the Services. You further agree that you will not try to reverse engineer, disassemble, decompile, or decipher the Services or software making up the Services. Company reserves the right to remove any User Submissions from the Services at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such User Submissions or if Company is concerned that you may have breached the immediately preceding sentence), or for no reason at all. You, not Company, remain solely responsible for all User Submissions that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, the Services, and you warrant that you possess all rights necessary to provide such content to Company and to grant Company the rights to use such information in connection with the Services and as otherwise provided herein.

Company reserves the right to take various actions against you if we believe you have engaged in activities restricted by this Agreement or by laws or regulations, and Company also reserves the right to take action to protect Company, other users, and other third parties from any liability, fees, fines, or penalties. We make take actions including, but not limited to: (a) updating information you have provided to us so that it is accurate, (b) limiting or completely closing your access to the Services, (c) suspending or terminating your ability to use Services on an ongoing basis, (d) taking legal action against you; and/or (e) holding you liable for the amount of Company’s damages caused by your violation of this Agreement.

10. INTELLECTUAL PROPERTY. The Services are owned and operated by Promise. All content, design, graphics, compilation, magnetic translation, digital conversion, computer code, software, text, data, contents, names, trade names, trade dress, service marks, layout, logos, designs, images, illustrations, artwork, icons, photographs, displays, sound music, video, animation, organization, assembly, arrangement, interfaces, databases, technology, and all intellectual property of any kind whatsoever and the selection and arrangement thereof (collectively, the “Promise Materials”) are owned exclusively by Promise and are protected by U.S. copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property rights and proprietary rights and applicable laws. The copying, displaying, redistribution, modification, reproduction, use or publication by you of any part of the Services, unless expressly permitted in this Agreement or otherwise agreed to in writing by Promise, is strictly prohibited. Use of the Services does not give you ownership of any intellectual property rights in any of the content, documents or other materials you access. The posting of information or materials on the Services does not constitute a waiver of any right in such information and materials.

You agree that the Promise Materials may not be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the express prior written consent of Company. You may not modify, participate in the sale or transfer of, or create derivative works based on any Promise Materials, in whole or in part. If you link to the Services, Company may revoke your right to so link at any time, at Company’s sole discretion. Company reserves the right to require prior written consent before linking to the Services.

11. WARRANTY DISCLAIMER. Company has no special relationship with or fiduciary duty to you. You acknowledge that Company has no control over, and no duty to take any action regarding: which users gain access to the Services; what User Submissions you access via the Services;

what effects the User Submissions may have on you; how you may interpret or use the User Submissions; or what actions you may take as a result of having been exposed to the User Submissions. You release Company from all liability for you having acquired or not acquired User Submissions through the Services. The Services may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. Company makes no representations concerning any content contained in or accessed through the Services, and Company will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Services. Company makes no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services. THE SERVICES AND ANY SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

12. INDEMNITY. You will indemnify and hold Company, its parents, subsidiaries, affiliates, officers, and employees harmless (including, without limitation, from all damages, liabilities, settlements, costs and attorneys' fees) from any and all claims, losses, expenses, demands or liabilities, including reasonable attorneys' fees arising out of or relating to: (i) your access to, use of or alleged use of the Services; (ii) your violation of this Agreement or any representation, warranty, or agreements referenced herein, or any applicable law or regulation; (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) any disputes or issues between you and any third party.

13. LIMITATION OF LIABILITY. IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE WITH RESPECT TO THE SERVICES OR THE SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE GREATER OF \$100 OR THE FEES PAID BY YOU FOR THE SERVICES DURING THE 6-MONTH PERIOD PRECEDING THE APPLICABLE CLAIM; (II) FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (III) FOR DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR (IV) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

14. THIRD PARTY WEBSITES. The Services may contain links to third party websites or services ("Third Party Websites") that are not owned or controlled by Company, or the Services may be accessible by logging in through a Third Party Website. When you access Third Party Websites, you do so at your own risk. Company has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any Third Party Websites. In addition, Company will not and cannot monitor, verify, censor or edit the content of any Third Party Website.

15. FORCE MAJEURE. Promise shall not be liable for any issues or delayed performance caused by circumstances beyond Promise's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, service provider failures or delays.

16. SYSTEM AVAILABILITY. Promise will use commercially reasonable efforts to make the Services available except for: (a) planned downtime for routine maintenance or system updates, or (b) any unavailability due to force majeure as set forth in Section 15. Promise will attempt to notify you in advance of any planned downtime.

17. TERMINATION. This Agreement shall remain in full force and effect while you use the Services. Company may terminate or suspend your access to the Services at any time, for any reason, and without warning, which may result in the forfeiture and destruction of all information associated with your Account. Company may also terminate or suspend any and all Services immediately, without prior notice or liability, if you breach any of the terms or conditions of this Agreement. Upon termination of your Account, your right to use the Services and any Promise Materials will immediately cease. All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability. For the avoidance of doubt, any termination of your Account or access to the Services shall not extinguish, diminish, or otherwise effect your obligation to make Payments, fulfill your Payment Plan Agreement, or otherwise pay amounts owed to us or Entities.

18. DISPUTE RESOLUTION BY BINDING ARBITRATION. YOU HAVE READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US. YOU UNDERSTAND THAT YOU HAVE THE RIGHT TO REJECT THIS PROVISION AS PROVIDED IN SECTION 18.3 BELOW.

18.1 ELECTION TO ARBITRATE. You and we agree that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to this Section 18 (the "Arbitration Provision"), unless you opt out as provided in Section 18.3 below. You and we agree to arbitrate all Claims. As used in this Arbitration Provision, "Claim" shall include any claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us on the other hand, relating to or arising out of this Agreement, and/or the activities or relationships that involve, lead to, or result from this Agreement, including our marketing activities, and (except to the extent provided otherwise in the last sentence of Section 18.8 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. Please note that you may continue to assert Claims in small claims court, if your Claims qualify and so long as the

matter remains in such court and advances only on an individual (non-class, non-representative) basis. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

18.2 APPLICABILITY OF THE FEDERAL ARBITRATION ACT; ARBITRATOR'S POWERS. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the Federal Arbitration Act (the "FAA"). The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages or other types of relief permitted by applicable substantive law, except those available for a class action. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator shall take steps to reasonably protect confidential information.

18.3 OPT-OUT OF ARBITRATION PROVISION. You may opt out of this Arbitration Provision for all purposes by sending an arbitration opt out notice to legal@joinpromise.com, within 60 days of the date of your electronic acceptance of the terms of this Agreement. The opt out notice must clearly state that you are rejecting arbitration; identify the Agreement to which it applies by date; provide your name, address, and social security number; and be signed by you. You may send an opt-out notice in any manner you see fit as long as it is received at the specified address within the specified time. No other methods can be used to opt out of this Arbitration Provision. If the opt out notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the opt out notice on your behalf.

18.4 INFORMAL DISPUTE RESOLUTION. If a Claim arises, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. You agree that before filing any claim in arbitration, you may submit Claims by sending an email to legal@joinpromise.com at any time.

18.5 ARBITRATION PROCEDURES. The party initiating arbitration shall do so with the American Arbitration Association (the "AAA") or Judicial Alternatives and Mediation Services ("JAMS"). The arbitration shall be conducted according to, and the location of the arbitration shall be determined in accordance with, the rules and policies of the administrator selected, except to the extent the rules conflict with this Arbitration Provision or any countervailing law. If you have any questions concerning the AAA or would like to obtain a copy of the AAA arbitration rules, you may call 1(800) 778-7879 or visit the AAA's web site at: www.adr.org. If you have any questions concerning JAMS or would like to obtain a copy of the JAMS arbitration rules, you may call 1(800) 352-5267 or visit their web site at: www.jamsadr.com. 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 countervailing law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply. The arbitration will be held in the United States county where you live or work, or any other location we agree to.

18.6 ARBITRATION FEES. If we elect arbitration, we shall pay all the administrator's filing costs and administrative fees (other than hearing fees). 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 countervailing law if contrary to the administrator's rules. In general, we shall pay the administrator's hearing fees for one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise, or you request that we pay them and we agree to do so. If the value of the relief sought is \$10,000 or less, at your request, we will pay all filing, administration, and arbitrator fees associated with the arbitration. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary herein.

18.7 APPEALS. Within 30 days of a final award by the arbitrator, any party may appeal the award for reconsideration by a three-arbitrator panel selected according to the rules of the arbitrator administrator. In the event of such an appeal, any opposing party may cross-appeal within 30 days after notice of the appeal. The panel will reconsider de novo all aspects of the initial award that are appealed. Costs and conduct of any appeal shall be governed by this Arbitration Provision and the administrator's rules, in the same way as the initial arbitration proceeding. Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, shall be final and binding, except for any appeal right under the Federal Arbitration Act ("FAA"), and may be entered as a judgment in any court of competent jurisdiction.

18.8 NO CLASS ACTIONS. NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), 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. Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (a) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (b) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this Section 18.8, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this Section 18.8 shall be determined exclusively by a court and not by the administrator or any arbitrator.

18.9 SURVIVAL AND SEVERABILITY OF ARBITRATION PROVISION. This Arbitration Provision shall survive the termination of this Agreement. If any portion of this Arbitration Provision other than Section 18.8 is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. If there is a final judicial determination that applicable law precludes enforcement of this Arbitration Provision's limitations as to a particular claim for relief or particular term, then that claim (and only that claim) or that term (and only that term) must be severed from the Arbitration Provision and may be brought in court. If an arbitration is brought on a

class, representative, or collective basis, and the limitations on such proceedings in Section 18.8 are finally adjudicated pursuant to the last sentence of Section 18.8 to be unenforceable, then no arbitration shall be had. In no event shall any invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision.

18.10 JUDICIAL FORUM FOR CLAIMS. Except as otherwise required by applicable law, in the event that this Arbitration Provision is found not to apply to you or your Claim, you and we agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of New York County, New York. Both you and we consent to venue and personal jurisdiction there. We both agree to waive our right to a jury trial.

18.11 WAIVER OF RIGHT TO LITIGATE. THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.

19. COPYRIGHT DISPUTE POLICY. Company has adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act or DMCA (posted at www.lcweb.loc.gov/copyright/legislation/dmca.pdf). The address of Company's Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") is listed at the end of this Section. It is Company's policy to (1) block access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (2) remove and discontinue service to repeat offenders.

A. Procedure for Reporting Copyright Infringements:

If you believe that material or content residing on or accessible through the Services infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
2. Identification of works or materials being infringed;
3. Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that Company is capable of finding and verifying its existence;
4. Contact information about the notifier including address, telephone number and, if available, email address;
5. A statement that the notifier has a good faith belief that the material identified in (3) is not authorized by the copyright owner, its agent, or the law; and
6. A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

B. Once Proper Bona Fide Infringement Notification is Received by the Designated Agent:

It is Company's policy:

1. to remove or disable access to the infringing material;
2. to notify the content provider, member or user that it has removed or disabled access to the material; and
3. that repeat offenders will have the infringing material removed from the system and that Company will terminate such content provider's, member's or user's access to the Services.

C. Procedure to Supply a Counter-Notice to the Designated Agent:

If the content provider, member or user believes that the material that was removed (or to which access was disabled) is not infringing, or the content provider, member or user believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or, pursuant to the law, the content provider, member, or user, must send a counter-notice containing the following information to the Designated Agent listed below:

1. A physical or electronic signature of the content provider, member or user;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;
3. A statement that the content provider, member or user has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material; and
4. Content provider's, member's or user's name, address, telephone number, and, if available, email address, and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's, member's or user's address is located, or, if the content provider's, member's or user's address is located outside the United States, for any judicial district in which Company is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Designated Agent, Company may send a copy of the counter-notice to the original complaining party informing that person that Company may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at Company's discretion.

Please contact Company's Designated Agent to Receive Notification of Claimed Infringement at the following address: Diana Frappier, Promise Network Inc., 436 14th Street, Suite 920, Oakland, CA 94612 or legal@joinpromise.com.

20. ELECTRONIC COMMUNICATIONS.

20.1 Because the Services are provided electronically, you consent to Company providing important information electronically. You agree that all notices, documents, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing. Company will issue the following information and disclosures electronically:

- This Agreement
- Any future changes to the Agreement
- The Promise Privacy Policy, and
- Any other notices, legal communications, or disclosures (collectively, "Communications")

You are responsible for ensuring your ability to access the Services and receive Communications, including paying any third party fees (such as Internet service providers) and obtaining and maintaining any necessary equipment.

You will also need a valid email address and/or a working mobile telephone number that can receive text messages, sufficient storage space to save Communications or the capability to print the Communications from the device on which you view them. By proceeding with use of the Services:

- You expressly consent to receive Communications and confirm that you will download or print any disclosures for your records;
- You acknowledge that you can access Communications that are provided electronically through the Services and via email or Text Message (defined below);
- You are providing your consent to receive electronic Communications pursuant to the Electronic Signatures in Global and National Commerce Act and intend that this statute apply to the fullest extent possible;

You can withdraw your consent to receive most electronic Communications from Promise by emailing us at legal@joinpromise.com or following the unsubscribe procedure contained in any electronic Communication you receive from us. However, if you withdraw your consent, you may no longer be eligible to use certain portions of the Services. Withdrawing your consent will not affect the completion of pending Payments or the validity of completed Payments.

As part of the Services, we may communicate with you, or you may communicate with us, via SMS, MMS or other text messages or mobile functionality ("Text Messages"). We may use an autodialer when communicating with you. Please note that text messaging fees may apply to the sending or receipt of Text Messages. By registering for an account, providing us with your phone number, or otherwise using any of our Services that involve communication by Text Messages, you hereby consent to receiving Text Messages from us. If you provide to us the number for a mobile or other device, or we obtain the device identifier for a device you are using, you agree, represent, warrant, and guarantee that such device is registered in your name and owned by you, or that you have permission of the device owner(s).

We do not charge you for Text Messages, but message and data rates may apply, so depending on your plan with your wireless or other applicable provider, you may be charged by your carrier or other applicable provider. We will not be liable for any delays in the receipt of any Text Messages or changes to the participating carriers as delivery is subject to effective transmission from your carrier with active participation at that time. If you no longer want to receive Text Messages, you may text STOP at any time. After doing so, we may send you confirmation of your opt-out via text message.

You have a right to receive Communications in paper form. If, after you consent to receive Communications electronically, you would like a paper copy of a Communication we previously sent you, you may request a copy within 180 days of the date we provided the Communication to you.

Promise will provide paper copies free of charge. Requests to receive any paper copy may be made by mailing a written request to the address in Section 23 (Contact) below. We will provide a replacement Communication within fifteen (15) business days. In order for us to send you a paper copy of a Communication, you must have a current mailing address on file in your Account.

If you wish to update your contact information at any time, you may log in to your Promise Account or email us at the address in Section 23 (Contact) below. Company is not responsible for any delay or failure in your receipt of the Communications if we send the Communications to the last email address and/or phone number you have provided to us.

21. APPLE DEVICE AND APPLICATION TERMS. In the event you are using the Services in connection with a device provided by Apple, Inc. (“Apple”) or a Company application obtained through the Apple App Store (collectively, such uses are henceforth the “Application”), the following shall apply:

21.1 Both you and Company acknowledge that this Agreement is concluded between you and Company only, and not with Apple, and that Apple is not responsible for the Application or the Content;

21.2 The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Service for your private, personal, non-commercial use, subject to all the terms and conditions of this Agreement as they are applicable to the Service;

21.3 You will only use the Application in connection with an Apple device that you own or control;

21.4 You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;

21.5 In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple’s sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;

21.6 You acknowledge and agree that Company, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;

21.7 You acknowledge and agree that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party’s intellectual property rights, Company, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;

21.8 You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;

21.9 Both you and Company acknowledge and agree that, in your use of the Application, you will comply with any applicable third party terms of agreement which may affect or be affected by such use; and

21.10 Both you and Company acknowledge and agree that Apple and Apple’s subsidiaries are third party beneficiaries of this Agreement, and that upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as the third party beneficiary hereof.

21.11 In the event you use the Application to provide you with real-time route guidance, YOUR USE OF THIS REAL TIME ROUTE GUIDANCE APPLICATION IS AT YOUR SOLE RISK. LOCATION DATA MAY NOT BE ACCURATE.

22. MISCELLANEOUS. The failure of either party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by you except with Company’s prior written consent. Company may transfer, assign or delegate this Agreement and its rights and obligations without consent. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Company in any respect whatsoever. Headings for each section have been included above for your convenience, but such headings do not have any legal meaning, and may not accurately reflect the content of the provisions they precede.

23. CONTACT. If you have any questions, complaints, or claims with respect to the Services, you may contact us at 436 14th Street, Suite 920, Oakland, CA 94612, legal@joinpromise.com or 1-877-717-7664.

Last Updated: September 4, 2020