

Cash Out User Agreement

(Last Updated 2022-10-31)

Welcome to Earnin! The Cash Out User Agreement (the “**Agreement**”) constitutes a legal agreement between you, and Activehours, Inc., d/b/a Earnin (“**Earnin**”) governing your use of Cash Out and its related services and features, including the Transfer Out button (“**Cash Out Services**”). This Agreement is incorporated into and made a part of the Earnin Terms of Service Agreement (the “**Terms**”) between you and Earnin. Capitalized terms used herein that are not otherwise defined herein shall have the meaning provided in the Terms. The term “**Cash Out Services**” refers to Earnin’s products, services, and features, including the Transfer Out button, that are available to you as part of Cash Out. The use of the word “including” in the Agreement to refer to specific examples will be construed to mean “including, without limitation” or “including but not limited to” and will not be construed to mean that the examples given are an exclusive list of the topics covered.

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1. ACCEPTANCE OF TERMS

Please read this Agreement carefully before using the Cash Out Services. By accessing and/or using the Cash Out Services, you acknowledge that you have read, understood and agree to be bound by the Agreement. If you do not agree with this Agreement, you may not access or use the Cash Out Services.

2. INCORPORATION OF OTHER AGREEMENTS

You acknowledge that additional agreements may also govern your relationship with Earnin, including but not limited to, the Terms. Any such additional agreements shall continue to apply in full force. For the avoidance of doubt, the Cash Out Services are a “Service” as defined by the Terms and subject to all relevant provisions governing Services in the Terms, including but not limited to, the Disclaimer of Representation and Warranties, Limitation of Liability. You further acknowledge and agree that the Agreement to Arbitrate provision of the Terms shall extend to, and the definition of “Dispute” in the Terms shall include, any dispute, claim or controversy arising out of or relating to this Agreement and/or the activities or relationships that involve, lead to, or result from this Agreement, including our marketing activities. In the event of a conflict between this Agreement, on the one hand, and the Terms or any other agreement with Earnin on the other hand, this Agreement shall control.

3. MODIFICATION OF THIS AGREEMENT

Earnin reserves the right to amend this Agreement at any time and will notify you of any such changes by posting the revised Agreement on the Site. If we make material changes to this Agreement, we will provide you notice of such changes before they become effective. You should check this Agreement on the Site periodically for changes. All changes shall be effective upon posting. We will date the terms with the last day of revision. Your continued use of the Cash Out Services after any change to this Agreement constitutes your agreement to be bound by any such changes. Earnin may terminate, suspend, change, or restrict access to all or any part of the Cash Out Services without notice or liability.

4. THE CASH OUT

a. Overview of the Cash Out Services.

Earnin allows you to access some or all of various forms of income (such as your earned wages or in some instances, certain government benefits checks (as determined by Earnin)) prior to when that income is deposited into your Bank Account, by

requesting an advance of such income (each, a “**Cash Out**”). We may limit the number of Cash Outs that you can request at any given time or over a period of time, or decline to extend a Cash Out to you if we reasonably believe such refusal is necessary or advisable for legal or security reasons or to protect you, Earnin, a third-party, or the Services. Additionally, we may refuse to extend a Cash Out to you if you have previously received a Cash Out but have not repaid it.

b. Receipt of Cash Outs; Lightning Speed.

You will generally receive your Cash Out to your Bank Account within the next 1-2 Banking Days after you request a Cash Out. Depending on your bank, you may be able to request a Cash Out with Lightning Speed, a service that enables funds associated with Cash Outs to be delivered to you on an expedited basis. The vast majority of Lightning Speed transfers occur within one minute; although, some may take up to 30 minutes. Fees may apply to Lightning Speed, as will be disclosed to you ahead of time in the app.

c. Repayment of Cash Outs.

Cash Outs are repayable in a single installment on your next regularly scheduled payday or scheduled debit date as designated in the Services. Through the Services, you may authorize debits to your linked payment method to repay Cash Outs. You may authorize repayment of Cash Outs through a deposit account provided by Evolve Bank & Trust, member FDIC (“Deposit Account”) or through another Bank Account. The Deposit Account is subject to the deposit account agreement with Evolve Bank & Trust. You may access the terms of such agreement at any time [here](#).

d. Cash Outs are Non-Recourse.

We offer all Cash Outs on a nonrecourse basis. Consequently, we warrant to you that we have no contractual or legal claim against you based on a failure to repay a Cash Out, and we will not engage in debt collection activities, place the amount advanced with or sell to a third party, or make any reports to credit reporting agencies regarding your unpaid Cash Out. However, as noted above, we reserve the right to deny you access to an additional Cash Out until you have paid any outstanding Cash Outs.

e. No Fees; Tips.

You are not required to pay any fees or charges to use the Cash Out Services, including but not limited to, Max Boost or Balance Shield, or to obtain a Cash Out.

As noted above, additional fees may apply to Lightning Speed.

You may also choose to pay a voluntary gratuity (a “**tip**”) when you elect to obtain a Cash Out. **Payment of a tip is optional.** Payment or non-payment of a tip will not affect your eligibility to participate in the Cash Out Services, and also will not affect the size of

any Cash Out you receive. Any tip that you provide will be debited from your linked payment method when you repay the Cash Out.

Please note that although tips are typically non-refundable, Earnin may refund a tip in its sole discretion if you request a refund within 30 days of repayment of a Cash Out. To request a refund, please live chat the Earnin team via the Application or email us at support@earnin.com. These voluntary tips help fund us and keep us going, but we want you to be in control of if, when, and how much to tip.

f. Maxes.

You will have a set “**Daily Max**”, which is the maximum you are allowed to obtain through Cash Outs in one day, as well as a “**Pay Period Max**”, which is the maximum amount you are allowed to obtain through Cash Outs before the next scheduled deposit. All Earnin community members start with a Daily Max and a Pay Period Max that are disclosed to the community member in the Application. Each Pay Period Max may increase or decrease (potentially to \$0) based on a variety of factors including your bank balance, spending behavior, repayment history, and earnings each paycheck. Please refer to the [FAQs](#) for more information about increases and decreases to your Pay Period Max. We have the right to adjust the factors that impact your Daily Max or Pay Period Max at any time, at our sole discretion.

If you have opened a Deposit Account and have elected to route your direct deposit through it, you may be eligible for an increased Pay Period Max.

g. Max Boost.

As part of Earnin’s Cash Out Services, you may be offered the opportunity to participate in Max Boost. Max Boost allows you to request a Max boost from another Earnin member in the program (the “**Grantor**”) by providing you a unique link to send to the Grantor. If the Grantor approves the request you will get a temporary pay period Max increase which you can access through Cash Out. Any Max Boost available will be disclosed to you on the Application. This temporary Max Boost will expire at the end of the pay period. Grantors are not required to approve a Max Boost request, and there is no financial or legal obligation on the Grantor. We may cancel an approved Max Boost if you are no longer at your pay period Max, or if we reasonably believe such refusal is necessary or advisable for legal or security reasons, or to protect you, Earnin, third parties or the Services. You may also have the opportunity to receive a temporary one-time Max Boost if you send the unique link to a non-Earnin member and they decide to sign-up for an Earnin account.

h. Balance Shield.

Balance Shield is an optional add-on to the Cash Out Services that helps you monitor your Bank Account balance. Balance Shield allows you to set an alert to have Earnin send you a notification when your Bank Account balance falls below an amount that you set (\$0- \$400). Additionally, Balance Shield can be implemented to incorporate Cash Outs. Specifically, through Balance Shield, you can choose to instruct Earnin to automatically transfer a Cash Out of up to \$100 when your Bank Account balance has fallen below \$100 (a “**Balance Shield Cash Out**”). Note, that a Balance Shield Cash Out is subject to your available earned wages, your Daily Max and Pay Period Max requirements. You are responsible for monitoring your Daily Max and Pay Period Max to ensure that the Cash Out application of Balance Shield is available to you. We may limit the amount we send you for Balance Shield Cash Out at any given time or over a period of time. We may also decline to offer Balance Shield to you at any time, without prior notice, if we reasonably believe such refusal is necessary or advisable for legal or security reasons, or to protect you, Earnin, a third party or the Services.

Balance Shield alerts can stay on indefinitely until you turn them off. There is no fee or charge to use Balance Shield alerts. If you choose to enable Balance Shield Cash Out to activate automatically, Balance Shield Cash Out will stay on indefinitely until you turn it off, and will automatically debit your account for the amount and tip you have set. Earnin will send you an annual reminder that Balance Shield is turned on.

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

5. FINANCIAL CALENDAR

Financial Calendar is your in-app calendar, which tracks bill reminders, daily earnings, recent Cash Outs, and when you have scheduled debits for Cash Outs.

6. YOUR USE OF THE CASH OUT SERVICES

When you request a Cash Out, Max Boost, or Balance Shield Cash Out, you represent and warrant that the earned wages being cashed out are just and due to you and that you have not received payment for such wages or any part of the wages from anyone else.

You also agree that any instructions received by us for a Cash Out, Max Boost, or Balance Shield Cash Out from your Earnin username, password or mobile device will be considered authorized by you.

7. ADDITIONAL INDEMNITY

In addition to the indemnification obligations set forth in the Terms, to the fullest extent permitted by law, you agree to indemnify, defend and hold harmless the Earnin Parties from and against 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 Cash Out Services; or (ii) your violation of this Agreement or any representation, warranty, or agreements referenced herein, or any applicable law or regulation.

8. CANCELLATION

a. Cancellation By You.

You may cancel this Agreement and your use of the Cash Out Services at any time. To do so, you may contact us at support@earnin.com, using live chat with the Earnin team via the Application. If you continue to meet the eligibility criteria for Cash Out, you may re-enroll at any time.

Additionally, you may close your Earnin account and terminate your relationship with us as stated in the Terms.

b. Cancellation by Earnin.

We may terminate this Agreement or suspend or terminate your use of the Cash Out Services for any reason at any time upon notice to you. For example, this can happen if we find out you are using Cash Out in a way that violates the Terms or this Agreement. We will inform you of our decision via email and you can always talk to our support team if you have questions. You agree that Earnin will not be liable to you or any third-party for any costs, fees, or losses associated with the termination of your access to Cash Out.

9. ENTIRE AGREEMENT

The Terms as modified by this Agreement is the entire understanding and agreement between you and Earnin related to Cash Out. This Agreement supersedes any previous agreement related to Cash Outs to which you and Earnin may have been bound. This Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Neither the course of conduct between parties nor trade practice shall act to modify any provision of the Agreement. You may not assign or transfer this Agreement or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign this Agreement or any of our rights or obligations under this Agreement at any time without notice. All rights not expressly granted herein are hereby reserved. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

10. CONTACTING US

If you have questions regarding the Agreements or the practices of Earnin, please contact us at support@earnin.com, using live chat with the Earnin team via the mobile app, or you can send us a letter at:

ActiveHours Inc., dba Earnin
Attn: CX Team
200 Portage Ave.
Palo Alto, California USA 94306

11. DFPI DISCLOSURE

Earnin is not currently licensed by the Department of Financial Protection & Innovation. If the Department does decide in the future to license Earnin, and/or require Earnin make modifications to its advance pay product agreement, such developments may have no impact on your obligations under this Agreement. Although Earnin is not licensed by the Department, you are invited to share any comment or concerns about Earnin or its products and practices with the Department of Financial Protection & Innovation at (866) 275-2677 (toll-free) or at the following URL: <https://dfpi.ca.gov/file-a-complaint/>.