

Terms of Use

These Terms of Use ("Terms") are effective as of April 11th, 2022, and constitute a legal agreement which governs the relationship between ePar, LLC, doing business as Finigree ("Finigree", "we", "us", or "our"), Individual Users ("User", "you", or "your"), and Business Users who use or interact with the services provided by Finigree including but not limited to its applications or apps and network (the "Smart Network", "Finigree Operating System" and, collectively, the "Platform") or the website available at www.finigree.com (the "Website" and, collectively with the "Platform," the "Service"). By using or accessing the Website, or by clicking "Register" where these Terms appear within any application using the Platform, you acknowledge and agree that you have read and understand these Terms, and agree to be bound by these Terms. If at any time you do not agree to these Terms, you must immediately cease your use of the Service.

Privacy

Your privacy is important to us. Our Privacy Policy makes important disclosures about how we may collect and use your content and information. Please read the Privacy Policy to make informed decisions.

The Service

Finigree provides the Platform to a variety of financial institutions, lenders, real-estate agents, service professionals, consumer packaged goods companies, retailers, and other business users (each, a "Business User"). In turn, those Business Users (with software development, hosting, or other support services provided by Finigree) provide their customers (each, an "Individual User") with access to certain applications built upon the Platform (the "Solutions"). Some Business Users choose to host applications or portions of the Platform on their own systems, while others manage their Solutions on Finigree's systems. Business Users build applications that use the Platform to provide data storage and permission-based data sharing functionality, identity verification, credit report generation, payment processing, account reconciliation, digital signature functionality, and related services that support and enable a variety of transactions.

If a Business User has entered into any separate written service agreement or other written agreement with Finigree regarding its use of the Platform, these Terms shall supplement, but not replace, the terms, conditions, and agreements contained in such other written agreement or agreements (each, a "Written Agreement"). To the extent that there is any conflict between a Written Agreement and these Terms, the Written Agreement shall govern.

Payments processed through the Platform will be made by means of either an electronic check transfer in accordance with the Check for the 21st Century Act ("Check 21"), or as an ACH transfer in accordance with the then-current rules promulgated by the National Automated Clearinghouse Association ("NACHA"). You agree to provide Finigree with such information regarding you and any of your bank accounts involved in any payment transaction as may be required to process each transaction in accordance with any and all laws, regulations, and industry rules and procedures, including but not limited to any rules and regulations under Check 21 and the NACHA rules, as applicable. You also agree that you will execute and provide to Finigree all necessary written agreements, authorizations, consents and other documentation, including agreements with third party electronic payment system transaction processing providers or networks which we deem to be required in order to serve as a third party processing service provider and agent for processing, clearing, and settling transactions for you.

You agree that all information provided by you will be accurate and complete, that Finigree and any other Business Users whom you authorize to access your User Data will be entitled to rely on the information supplied by you without further inquiry, and that you, and not Finigree, or any other

Business User shall have the liability or responsibility for any circumstances or results arising from erroneous or incomplete information provided by you. This includes any loss or expenses incurred by a bank which executes, or attempts to execute, a payment based on erroneous or incomplete instructions you provide, or loss of the amount requested to be transferred in your instructions. You hereby authorize Finigree or any other Business User selected by you to process, clear and settle transactions based on your instructions and authorization. You acknowledge that Finigree and other Business Users have implemented certain measures to guard against unauthorized and erroneous transactions, and that it is your responsibility to correctly utilize such measures. Each transaction will be binding on you when initiated, in your name and pursuant to your instructions.

You hereby grant to Finigree, and all other Business Users a non-exclusive, sublicensable, perpetual, irrevocable, royalty free, worldwide license to use, host, reproduce, store and otherwise distribute any data you submit via the Service (hereinafter the "User Data") in any and all ways necessary for those parties to provide to you the Service, and otherwise for all other legitimate business purposes of those parties, and as required or permitted in order for You to fully utilize the features and functionality of the Service; provided that your User Data will at all times remain under your control and will not be visible to any Business User unless or until authorized by you. Although we and any applicable Business Users will have no obligation to verify any information regarding you or your accounts, neither we nor any applicable Business User will be obligated to process any transaction without obtaining such verification regarding you, your financial condition, your creditworthiness, and other information regarding you as we may deem necessary or advisable. You hereby authorize any Business User with whom you transact using the Service to make any inquiries the Business User deems necessary or advisable to confirm information regarding you, your accounts, your financial condition, your creditworthiness, and any other information provided by you. You acknowledge and agree that Business Users may deny or delay transactions that you initiate or approve using any Solution if you elect not to provide any information reasonably requested by a Business User pursuant to these Terms, any Written Agreement, or any agreement between you and a Business User. You acknowledge and agree that each Business User reserves the right to reverse any transactions processed through the Service for lack of sufficient funds or for any other reason permitted by applicable law, regulations, and industry rules.

Individual Users are responsible for obtaining and maintaining all hardware, software, and internet connections as may be required to access the Service through their selected Business Users' Solutions.

By your use of the Service, you represent and warrant to Finigree, and all other Business Users that, in your use of the Service, you will at all times comply with all applicable laws, regulations, and industry guidelines.

Account Registration

Because a core function of the Platform is to authenticate Individual Users quickly and accurately, Business Users and Finigree depend on Individuals to honestly and diligently provide, manage, and update their User Data. Specifically, you agree to do each of the following:

- You will not use the Service if you are under the age of 18.
- You will provide your name and other User Data when you first register your account with the Service.
- You will be responsible for keeping your User Data up-to-date.
- You will not provide any false User Data on the Service.
- You will not create an account on the Service for anyone other than yourself.
- You will not attempt to sell, lease, or otherwise share your username, password, or any other authentication credentials related to the Service with any other person.



IT'S YOUR DATA...OWN IT!

- You will notify us immediately if you suspect your authentication credentials have been lost, stolen, or otherwise compromised.
- You will not try to transfer your account to any other person.

If you violate these Terms by sharing your authentication credentials with another person, you agree that Finigree, and any other Business User may hold you responsible for transactions engaged in by another person using your account. In addition, if you select a username that infringes upon someone else's rights in that username, we reserve the right to remove or change the username in our sole discretion (with notice to you).

Safety

We use industry-standard encryption, pseudonymization, and other information security controls to keep the Service safe. To assist us in that effort, you agree to comply with the following commitments:

- You will not attempt to send or otherwise post spam on or through the Service.
- You will not collect User Data or information other than through a Solution that is authorized by Finigree and that runs on the Platform.
- You will not try to use any automated means (such as harvesting bots, robots, spiders, or scrapers) to gain access to the Service or any part of it without our permission.
- You will not use the Service for any unlawful activity, including the distribution of unlawful or unlawfully obtained content, intellectual property infringement, or the distribution of any viruses or other malicious code.
- You will not solicit login information from or access an account belonging to another person.
- You will not use the Service to do anything unlawful, misleading, malicious, or discriminatory.
- You will not attempt to disable, overburden, or impair the ordinary and customary use of the Service, such as by initiating a denial of service attack.
- You will not facilitate or encourage any violations of these Terms.

License

Subject to these Terms and any and all other Written Agreements, we hereby grant you a personal, limited, terminable, non-exclusive, non-transferable license to access and use the Service, for the duration of these Terms and solely for use in connection with the limited purpose of accessing the Service in a manner agreed upon between you, a Business User, and Finigree. You shall not, and you shall not enable any third party, to (a) access or attempt to access, or to use, download or claim ownership rights in, any portion of the Service that is not available for public use; (b) copy, reproduce, republish, upload, post, transmit or distribute in any way material from the Service (except to share or index the Website); (c) work around any technical limitations in the Service, or decompile, disassemble or otherwise reverse engineer the Service except as otherwise permitted by applicable law; (d) perform or attempt to perform any actions that could interfere with the proper operation of the Service, prevent access to or use of the Service by our other licensees or customers, or impose an unreasonable or disproportionately large load on our infrastructure; (e) alter, modify or create derivative works from the Service; or (f) otherwise use, grant access to or commercialize the Service except as expressly allowed under these Terms. Finigree retains all rights not expressly granted to you in these Terms. The Service is protected by copyright, trade secret, and other intellectual property laws. Finigree and its licensors own the title, copyright and other worldwide intellectual property rights in the Service and any copies thereof.

Finigree reserves the right to make technical and functional improvements, without any notice to or approval from you, to improve the operation of the Service, including, without limitation: (i) fixes to errors; (ii) software updates; (iii) enhancements contained in new releases; and (iv) developments of

new software tools for analyzing, measuring, aggregating, and organizing User Data for the purpose of generating new data and information regarding industry trends, evolving characteristics of the marketplace serviced by the Solutions, risk predictors and risk management, and other financial and economic indicators of particular value and relevance to Finigree and Business Users. Updates and improvements provided as part of Finigree's general maintenance services shall be made in Finigree's sole and absolute discretion. Finigree shall be under no obligation to provide any updates, improvements or enhancements. All rights, titles and interests to upgrades, enhancements, and special programming shall vest in and belong to Finigree. You specifically acknowledge that some additional services or upgrades may be developed for the Service, for which Finigree may require the payment of additional fees or other terms and conditions in order for User to be entitled to use such additional services or upgrades, which services or upgrades shall not be deemed to be part of the Service hereunder absent payment of such fees or compliance with such conditions.

Termination

If you violate these Terms, or otherwise create possible legal exposure for Finigree or any of our customers or other users, we reserve the right to stop providing access to the Service to you in our sole discretion for any or no reason. While we will attempt to notify you by email before we suspend your account, you acknowledge that we are not required to do so. Upon termination Finigree shall have no obligation to maintain or forward any of the User Data back to you except as may be required by applicable law.

Upon termination of these Terms for any reason, you will immediately (a) terminate all use of and access to the Service, (b) will refrain from any future use of the same, and (c) pay all outstanding amounts due and payable to Finigree, if any. Any provision of these Terms which contemplates performance or observance subsequent to any termination or expiration of these Terms, including, without limitation, those provisions pertaining to the license of the User Data, confidentiality, limitation on liabilities, and indemnification, shall survive any termination or expiration of these Terms and continue in full force and effect.

Notices

We may give notice by means of a general notice on the web site associated with the Service, electronic mail to the e-mail address on record in your account information or by first class mail to the address of record in your account information. Such notice shall be deemed given immediately upon posting to the web site, six (6) hours after sending by electronic mail, or forty-eight (48) hours after sending by first class mail. Except as provided herein, you may give notice to Finigree by confirmed facsimile or delivery by nationally recognized overnight delivery service or first class mail to us as specified on the web site associated with the Service. Such notice shall be deemed given when received by us.

Modifications

Finigree reserves the right to modify these Terms or its policies and procedures relating to the Service at any time, in its sole discretion. We will post the revised Terms or policies on our Website and provide a notification within the Platform that includes the effective date of any such changes. If the revised terms and conditions or policies are not acceptable, your sole and exclusive remedy shall be to stop using the Service and to cancel your account through our Website or by notifying Finigree. Continuing to use the Service and failing to cancel your account after the effective date of any modification constitutes acceptance of the revised Terms.

Electronic Signature

By accessing or using the Service, you consent to do business electronically. Depending on the specific Service to which you subscribe, any agreements, records, disclosures, documents or other



communications related to your transaction(s) that require signature may be signed electronically, through our digital signature functionality. Any such digital signatures, and the keeping of records in electronic form, shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any other applicable U.S. state or federal laws. If you are a consumer, please read this [Consumer Disclosure and Consent](#).

Miscellaneous

You agree to resolve any claim, cause of action, or dispute (“claim”) you have with Finigree arising out of or relating to these Terms or use of the Service exclusively in a state or federal court located in Douglas County, Nebraska. The laws of the State of Nebraska will govern these Terms, as well as any claim that might bring against us, without regard to conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in Douglas County, Nebraska for the purposes of litigating all such claims.

You agree to indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to any claims brought against us arising out of your actions in using the Service.

You acknowledge and agree that Finigree is not responsible for examining or evaluating the accuracy, completeness, timeliness, validity, legality, decency, quality or any other aspect of your User Data. Finigree does not guarantee the availability, accuracy, completeness, reliability or timeliness of any User Data.

Finigree’s third party service providers assist with the provision of some portion of the Service, and as a result, these third party service providers shall be intended third party beneficiaries of these Terms in that limited capacity. Each third party service provider shall have the right to enforce these Terms against any Individual User to the extent that they relate to the provision of the third party service provider’s processing services or ownership and protection of intellectual property rights.

Any delay in or failure of performance by either party under these Terms, other than failure to pay amounts when due (if applicable), shall not be considered a breach of these Terms and shall be excused to the extent caused by any occurrence or event beyond reasonable control of such party. Such occurrences or events shall include, but not be limited to, fortuitous events and acts of God; wars, riots, acts of terrorism and insurrections; laws, decrees, ordinances and government regulations; strikes and lockouts; and floods, fires and explosions.

WHILE WE PROVIDE AND SUPPORT THE PLATFORM TO THE BEST OF OUR ABILITY, WE CANNOT AND DO NOT GUARANTEE ITS PERFORMANCE. YOU USE IT AT YOUR OWN RISK. WE PROVIDE THE SERVICE TO YOU “AS IS” AND “AS AVAILABLE” WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT THE SERVICE WILL BE SAFE, SECURE OR AVAILABLE. FINIGREE IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, MEMBERS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. WE ARE NOT LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THESE TERMS, OUR PRIVACY POLICY OR YOUR USE OF THE SERVICE WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS, WHICHEVER IS GREATER. APPLICABLE LAW MAY NOT ALLOW THE



LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, OUR LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

You may not assign or otherwise transfer these Terms nor any right granted hereunder without Finigree's prior written consent. If for any reason a court of competent jurisdiction finds any provision of the Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties as reflected by that provision, and the remainder of the Terms shall continue in full force and effect. The section titles used in these Terms are purely for convenience and carry with them no legal or contractual effect.