

USER AGREEMENT FOR RAPID FINANCIAL SOLUTIONS USERS

This User Agreement (“Agreement”) is a contract between you and Rapid Financial Solutions. This Agreement governs your use of the Rapid Financial Solutions Services, your Account and the Website, whether you access the Rapid Financial Solutions Services through a computer, an app on a mobile device, or any other means of access. You must read, agree to and accept all of the terms and conditions contained in this Agreement in order to use the Rapid Financial Solutions Services, your Account and the Website. If you are subscribing to the Rapid Financial Solutions Services on behalf of any business or other entity, then (i) you represent and warrant that you are duly authorized by such entity to enter into this Agreement on such entity’s behalf, and (ii) the terms “you” and “your” will also refer to the entity that you represent and to any person using the Rapid Financial Solutions Services on behalf of such entity.

This is an important legal document that you must consider carefully when choosing whether to use the Rapid Financial Solutions Services, your Account and the Website. Please be advised: This Agreement contains provisions that govern how legal claims that you may have against Rapid Financial Solutions are resolved (See section 34, “Disputes with Rapid Financial Solutions,” below). Those dispute resolution provisions contain an agreement to arbitrate, which will require you to submit certain claims you have against us to binding and final arbitration.

BY CLICKING “I AGREE” BELOW, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU WILL NOT BE GIVEN ACCESS TO THE RAPID FINANCIAL SOLUTIONS SERVICES.

This Agreement contains 40 sections, and you may jump directly to any section by selecting the appropriate link below. The headings below are for reference only and do not limit the scope of each section. Some capitalized terms have specific definitions, and we have provided such definitions in section 40.

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1. Purpose. This Agreement will allow you to establish an Account with Rapid Financial Solutions and to receive Payments from the Rapid Financial Solutions Payors for whom you have performed services.

2. Establishing Your Account. You must establish an Account on the Website in order to receive Payments using the Rapid Financial Solutions Services. Positive balances shown in your

Account on the Website represent that portion of funds that have been identified by one or more Rapid Financial Solutions Payors as being payable to you. Notwithstanding the amounts shown in your Account, the actual funds represented by such amounts will at all times continue to be owned and held exclusively by the Trustee on behalf of the Rapid Financial Solutions Payors until actually paid to you in accordance with this Agreement. Your Account does not represent any actual funds on deposit with the Trustee for your benefit, and neither the Trustee nor Rapid Financial Solutions have any obligation with respect to the positive balances shown in your Account except Rapid Financial Solutions' obligation to the Rapid Financial Solutions Payors to follow their written instruction with respect to Payments of such funds. No Payment will be made by the Trustee until such time as Rapid Financial Solutions, as agent for a Rapid Financial Solutions Payor, directs the Trustee to make Payments using the Website and such Payments are requested by you using the Website.

3. Your Relationship with the Trustee. The Trustee is acting solely as trustee for the benefit of the Rapid Financial Solutions Payors. The Trustee is not a party to this Agreement and specifically disclaims any duty to you, whether as a depository, a fiduciary or otherwise. You specifically acknowledge and agree that funds deposited by the Rapid Financial Solutions Payors with the Trustee will be pooled and commingled with funds submitted by other Rapid Financial Solutions Payors and amounts due and owing to Rapid Financial Solutions as its fees.

4. Your Relationship with Rapid Financial Solutions. Rapid Financial Solutions is acting as the designated agent for the Rapid Financial Solutions Payors in connection with providing the Rapid Financial Solutions Services. Rapid Financial Solutions specifically disclaims any duty to you, whether as an agent, a depository, a fiduciary or otherwise, other than a contractual duty to perform the Rapid Financial Solutions Services in accordance with this Agreement. You hereby expressly authorize Rapid Financial Solutions to (i) perform the Rapid Financial Solutions Services; (ii) maintain records of your Account; (iii) authorize and direct the Trustee to disburse Payments to you in accordance with the data, instructions and directions entered by you on the Website; (iv) collect personal information necessary to establish your Account and to disclose such personal information to the Trustee and the applicable Rapid Financial Solutions Payors; and (v) take any other action that Rapid Financial Solutions deems necessary or desirable to carry out the transactions constituting the Rapid Financial Solutions Services, subject to the provisions of section 22 below. You agree that the data, instructions and directions entered by you on the Website may be relied upon by Rapid Financial Solutions, the Trustee and the Rapid Financial Solutions Payors without any review, investigation or verification. You hereby authorize the Trustee to follow the instructions of Rapid Financial Solutions (whether electronic, written or oral) and you agree that the Trustee may completely rely on such instructions of Rapid Financial Solutions without further investigation or authorization from you.

5. Relationship between the Trustee and Rapid Financial Solutions. For purposes of collecting information from you and authorizing, authenticating and completing Payments, Rapid Financial Solutions will be acting as an agent for the Bank and the Rapid Financial Solutions Payors. Rapid Financial Solutions agrees to be solely responsible for ensuring compliance with all applicable federal and state laws relating to (i) the opening and maintenance of accounts opened by or on behalf of Rapid Financial Solutions Payors, Users and customers, (ii) the acceptance of each Rapid Financial Solutions Payor and User as a customer of Rapid Financial Solutions, (iii) the confidentiality of Rapid Financial Solutions Payor, User and customer information; and (iv) all other functions related to the Rapid Financial Solutions' responsibilities under this Agreement. The

Trustee will be solely responsible for ensuring compliance with all applicable federal and state laws relating to the transmitting of Payments and provide banking and trust services.

6. Registering Rapid Financial Solutions Users. Rapid Financial Solutions Users must register on the Website to receive Payments.

7. Payments. Rapid Financial Solutions Services may only be used to make Payments to Rapid Financial Solutions Users who agree to be bound by the terms of this Agreement. You must initiate and authorize all Payments from your Account. Thereafter, Rapid Financial Solutions will authorize the Trustee to transfer funds for Payments in accordance with the information and instructions on your Account, either by (i) electronic transfer (for example, an ACH transfer, a wire transfer, or instant transfer) to your designated bank account; (ii) crediting your designated debit card account; or (iii) check to the address provided by you on your Account. In authorizing Payments, Rapid Financial Solutions is entitled to rely on the information and instructions provided by you on the Website. You agree that such information and instruction constitute your authorization to Rapid Financial Solutions to make the Payment to the accounts and/or addresses designated on your Account. Rapid Financial Solutions is entitled to rely solely on the information and instructions on your Account. You are responsible to keep such information and instructions current and accurate. The Trustee will not be obligated to make any Payments until sufficient funds therefor have been received by the Trustee from Rapid Financial Solutions Payors and corresponding amounts have been credited to your Account. You hereby authorize your financial institution shown on your Account to accept and to credit any Payments to your account at such financial institution.

8. Debit Cards. Each Rapid Financial Solutions User who enrolls for Payments to a debit card must have an individual FDIC-insured account with an independent bank or other financial institution and a debit card to access the funds in that account. There may be fees and charges associated with such debit cards, the details of which will be included in the enrollment material and cardholder agreement received with the debit card. Rapid Financial Solutions has no responsibility or liability with respect to the terms of your debit card or your cardholder agreement with the issuing bank or financial institution. Each Rapid Financial Solutions User acknowledges that any bank or other financial institution issuing such debit cards may pay all or a portion of such fees and charges to Rapid Financial Solutions. Each Rapid Financial Solutions User agrees that the issuing bank or financial institution is also authorized to pay all or a portion of any rebates and promotional revenues generated from the use of debits cards to Rapid Financial Solutions.

9. Account Statements. You may view your transaction history and Account information by logging in to your Account and looking at your Account history. You agree to review your transactions through the Website and you acknowledge that you will not receive periodic account statements by mail or email.

10. Unauthorized Transactions. You are responsible to maintain the confidentiality of your username and password. You should IMMEDIATELY notify Rapid Financial Solutions, by contacting the Customer Support Department at 877-287-2448, if you believe (i) there has been an unauthorized transaction or unauthorized access to your Account; (ii) your password has been compromised; (iii) you made an error in information provided on the Website; (iv) you believe there is an error with respect to your Account information or history; or (v) you need more information about a transaction linked to your Account. You should regularly log in to your Account and review your Account history to ensure that there have not been any unauthorized

transactions or errors. YOU ARE RESPONSIBLE FOR ALL TRANSACTIONS CONDUCTED ON YOUR ACCOUNT USING YOUR USERNAME AND PASSWORD, REGARDLESS OF WHETHER OR NOT THEY WERE AUTHORIZED BY YOU. NEITHER RAPID FINANCIAL SOLUTIONS NOR THE TRUSTEE WILL REIMBURSE YOU FOR ANY UNAUTHORIZED TRANSACTIONS WHICH OCCUR PRIOR TO THE TIME WE RECEIVE NOTIFICATION FROM YOU OF THE UNAUTHORIZED ACTIVITY.

11. Errors by Rapid Financial Solutions. If Rapid Financial Solutions makes a processing error, we will rectify the error. If the error results in a loss to you, Rapid Financial Solutions will credit your Account for the amount of the loss. You agree that in such case Rapid Financial Solutions assumes your rights against the recipient and third parties related to such error and may pursue those rights directly or on your behalf, in Rapid Financial Solutions' discretion. In the event that Rapid Financial Solutions erroneously credits your Account or a Payment is invalidated for any reason, you hereby authorize Rapid Financial Solutions to debit your Account and, if such erroneous or invalid credit has been processed, to debit the account of your financial institution shown on your Account for an amount not to exceed the original amount of the erroneous or invalid credit. You further authorize your financial institution shown on your Account to accept the debit of such amount from your account. This authorization will remain in effect until Rapid Financial Solutions has received written notice from you of termination of such authorization in such time and such manner as to afford Rapid Financial Solutions reasonable opportunity to act upon it.

12. Fees. Currently, there is no enrollment cost or monthly cost charged by Rapid Financial Solutions or the Trustee to maintain your Account or to receive Payments. However, you acknowledge that Rapid Financial Solutions reserves the right to change its fee structure at any time. Rapid Financial Solutions does charge fees for certain transactions on your Account, for example, fees for check issuances, ACH returns, stop payment orders, account inactivity, instant transfers, and your providing incorrect tax identification information. You can review a schedule of fees charged by Rapid Financial Solutions to Users at need to insert fee schedule here. You are solely responsible for any fees charged directly by your financial institution associated with debit cards and electronic transfers (for example, ACH transfers, instant transfers, and wire transfers) initiated through the Website. You will also be responsible for paying the cost associated with the issuance of any debit card. You hereby authorize Rapid Financial Solutions to deduct any such fees from any Payment sent to you.

13. No Interest on Accounts. You agree that you will not receive interest or other earnings on the positive balance shown on your Account. In addition to any other fees paid by you in connection with the Rapid Financial Solutions Services, you agree that in consideration for your use of the Rapid Financial Solutions Services, you irrevocably waive and/or assign to Rapid Financial Solutions any ownership right that you may have in any interest or earnings that may accrue on funds held by the Trustee. All funds held by the Trustee shall be invested as directed by Rapid Financial Solutions. You hereby acknowledge that such investments may not be deposits in or obligations of the Trustee.

14. Notices to You. You agree that Rapid Financial Solutions may provide notice to you by posting it on the Website, emailing it to the email address listed on your Account, or mailing it to the street address listed on your Account. Such notice will be considered to be received by you within 24 hours of the time it is posted to the Website or emailed to you unless we receive notice that the email was not delivered. If the notice is sent by regular U.S. mail, Rapid Financial Solutions will consider it to have been received by you three Business Days after it is sent.

15. Notices to Rapid Financial Solutions. Other than as set forth in section 34 below, all notices to Rapid Financial Solutions must be provided by mail sent to: Rapid Financial Solutions, LLC P.O Box 6425, North Logan, UT 84341. Such notices will be effective when actually received by Rapid Financial Solutions. No oral communications will be effective to provide notice to Rapid Financial Solutions under this Agreement.

16. Identity Authentication. You authorize Rapid Financial Solutions and the Trustee, directly or through third parties, to make any inquiries they consider necessary to validate your identity. This may include asking you for further information, including requiring you to provide your date of birth, a taxpayer identification number and other information that will allow them to reasonably identify you, requiring you to take steps to confirm ownership of your email address or financial accounts, ordering a credit report, and verifying your information against third-party databases or through other sources. They may also ask to see a copy of your driver's license or other identifying documents at any time. Rapid Financial Solutions reserves the right to close, suspend or limit access to your Account, the Rapid Financial Solutions Services and the Website in the event we or the Trustee are unable to obtain or verify this information.

17. Closing Your Account. You may close your Account at any time by sending a signed written request to: Rapid Financial Solutions, LLC P.O Box 6425, North Logan, UT 84341 You must authorize Payment of your Account balance prior to closing your Account. Rapid Financial Solutions may close your Account if there has been no activity on your Account for one year.

18. Suspension; Termination. Rapid Financial Solutions may withhold Payments, or suspend or limit your access to the Website, your Account or the Rapid Financial Solutions Services, for so long as reasonably needed to protect against the risk of liability in the event Rapid Financial Solutions suspects you may have engaged in any of the restricted activities set forth in section 21 below, or you are in breach of this Agreement or any other agreement or policy you enter into with Rapid Financial Solutions or the Trustee, or for any other reason. Rapid Financial Solutions, in its sole discretion, reserves the right to terminate this Agreement for any reason and at any time upon notice to you. In addition, this Agreement will terminate at such time as you have closed your Account.

19. Taxes. You acknowledge that neither Rapid Financial Solutions nor the Trustee are responsible for determining whether taxes apply to your Payments, or for collecting, reporting or remitting any taxes arising from any Payments. You further acknowledge that it is your responsibility to determine what, if any, taxes apply to the Payments you make or receive, and that it is your responsibility to report and remit the correct tax to the appropriate tax authority with respect to such Payments. Rapid Financial Solutions will keep records of all Payments made to Rapid Financial Solutions Users. You agree and acknowledge that any 1099 tax form issued to you by Rapid Financial Solutions on behalf of, and at the direction of, any Rapid Financial Solutions Payors will be issued electronically. You authorize Rapid Financial Solutions to use the information you provide on your Account as a substitute for IRS form W-9. **You specifically certify, under penalty of perjury, that (i) Rapid Financial Solutions has notified you that the information you submitted in connection with opening your Account will be used as a substitute for IRS form W-9; (ii) the number shown on your online Account application form is your correct taxpayer identification number; (iii) you are a U.S. person (including a U.S. resident alien); and (iv) you are not subject to backup withholding because (a) you are exempt**

from backup withholding, (b) you have not been notified by the IRS that you are subject to backup withholding as a result of a failure to report all interest or dividend income, or (c) the IRS has notified you that you are no longer subject to backup withholding. IF YOU SUPPLY AN INCORRECT OR FALSE TAXPAYER IDENTIFICATION NUMBER OR MAKE ANY OTHER FALSE STATEMENT RELATED TO YOUR TAX STATUS, RAPID FINANCIAL SOLUTIONS IS AUTHORIZED TO DEDUCT A PENALTY NOT TO EXCEED \$100 FROM YOUR ACCOUNT, AND, IN ADDITION, YOU MAY BE SUBJECT TO A \$500 CIVIL PENALTY BY THE IRS. WILFULLY FALSIFYING CERTIFICATIONS OR AFFIRMATIONS REGARDING YOUR TAXPAYER IDENTIFICATION NUMBER MAY SUBJECT YOU TO CRIMINAL PENALTIES INCLUDING FINES AND/OR IMPRISONMENT.

20. Intellectual Property. “Rapid Financial Solutions” and all logos, products and services related to the Website or the Rapid Financial Solutions Services are either trademarks or registered trademarks of Rapid Financial Solutions or its licensors. You may not copy, imitate or use them without Rapid Financial Solution’s prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Rapid Financial Solutions. You may not copy, imitate, or use them without our prior written consent. All right, title and interest in and to the Website, any content thereon, the Rapid Financial Solutions Services, any content or technology related to the Rapid Financial Solutions Services, and any and all content and technology created or derived from any of the foregoing is the exclusive property of Rapid Financial Solutions and its licensors.

21. Restricted Activities. In connection with your use of the Website, your Account and the Rapid Financial Solutions Services, or in the course of your interactions with Rapid Financial Solutions, the Trustee, Rapid Financial Solutions Payors, Rapid Financial Solutions Users or third parties, you agree that you will not:

- a. breach this Agreement or any other agreement or policy that you have entered into with Rapid Financial Solutions or the Trustee;
- b. violate any law, statute, ordinance, or regulation;
- c. infringe on Rapid Financial Solution’s or any third party’s copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- d. act in a manner that is defamatory, trade libelous, threatening or harassing;
- e. provide false, inaccurate or misleading information;
- f. send or receive fraudulent funds;
- g. disclose or distribute another Rapid Financial Solutions Payor’s or Rapid Financial Solutions User’s information to a third party or use such information for marketing purposes or to contact such Rapid Financial Solutions Payor or Rapid Financial Solutions User without their prior consent;

- h. facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information with respect to the Website, your Account or the Rapid Financial Solutions Services;
- i. copy, reproduce, communicate to any third party, alter, modify, create derivative works of, publicly display or frame any content obtained from the Website or the Rapid Financial Solutions Services without our or any applicable third party's prior written consent;
- j. allow your use of the Website, your Account or the Rapid Financial Solutions Services to create a risk of non-compliance by Rapid Financial Solutions with any applicable anti-money-laundering, counter-terrorism or similar laws and regulatory obligations;
- k. refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us; or
- l. undertake any action which could amount to unjust enrichment during the course of a dispute by receiving or attempting to receive funds for the same transaction from each of Rapid Financial Solutions, the Trustee and applicable Rapid Financial Solutions Payors.

In the event Rapid Financial Solutions, in its sole discretion, believes you may have engaged in any of the above restricted activities, we may take various actions to protect Rapid Financial Solutions, the Trustee, Rapid Financial Solutions Payors, other Rapid Financial Solutions Users and third parties, including without limitation, in addition to any other remedies provided in this Agreement or at law or in equity, notifying the Trustee, Rapid Financial Solutions Payors, other Rapid Financial Solutions Users, third parties and law enforcement of your actions, instructing the Trustee to withhold the distribution of Payments to you to protect against the risk of liability, updating inaccurate information about you and/or refusing to provide Rapid Financial Solutions Services to you in the future.

22. Limitation on Duties of Rapid Financial Solutions. Rapid Financial Solution's duties under this Agreement are limited to providing software, data management and website services and acting as agent for the Rapid Financial Solutions Payors and interacting with and instructing the Trustee. Rapid Financial Solutions will not receive, hold, own or transmit any funds whatsoever and will not provide any financial or banking services. No provision of this Agreement should be read or interpreted to authorize or require Rapid Financial Solutions to perform any action that would cause Rapid Financial Solutions to be subject to, or in violation of, any federal, state or local law or regulation applicable to money transmitters, banks or other financial institutions or financial service providers.

23. Amendment. Rapid Financial Solutions, after receiving the consent of the Trustee, may amend this Agreement at any time by posting a revised version on the Website. The revised version will be effective at the time it is posted. In addition, if the revised version includes a Substantial Change, we will provide you with 30 Days' prior notice of the Substantial Change by posting notice on the "Rapid Financial Solutions Home" page of the Website. You specifically authorize Rapid Financial Solutions and the Trustee to act in accordance with the terms of such

amendment and, without limiting the foregoing, any use by you of the Website after the effective date of such amendment will confirm your consent to such amendment.

24. Removal of Trustee. Unless otherwise agreed between Rapid Financial Solutions and the Trustee, Rapid Financial Solutions may remove the Trustee as trustee for the Rapid Financial Solutions Payors at any time by giving 30 Days' written notice to the Trustee. Such removal will take effect immediately upon the earlier to occur of either (i) the appointment of a successor by Rapid Financial Solutions, or (ii) the expiration of the 30-Day notice period, whereupon all powers, rights and obligations of the removed Trustee under this Agreement shall cease and terminate.

25. Resignation of Trustee. The Trustee may resign at any time upon giving 30 Days' prior written notice of such resignation to Rapid Financial Solutions. Such resignation will take effect upon the earlier to occur of either (i) the appointment of a successor by Rapid Financial Solutions, or (ii) the expiration of the 30- Day notice period, whereupon all powers, rights and obligations of the resigning Trustee under this Agreement shall cease and terminate. The Trustee may also resign effective immediately upon giving notice to Rapid Financial Solutions in the event that it is required under relevant regulation.

26. Limit on Liability. Neither Rapid Financial Solutions nor the Trustee shall incur any liability to anyone in acting or refraining from acting upon any data, instructions, notice, report, or other document reasonably believed by it to be genuine and believed by it to be authorized by the proper party or parties. Rapid Financial Solutions and the Trustee may for all purposes hereof rely on information provided on the Website by any person using your duly authorized username and password. In the administration of this Agreement, Rapid Financial Solutions and the Trustee may rely on advice of counsel, accountants and other skilled persons to be selected and employed by them, and Rapid Financial Solutions and the Trustee shall not be liable for anything done, suffered or omitted in good faith by them in accordance with the actions, advice or opinion of any such counsel, accountants or other skilled persons. IN NO EVENT SHALL RAPID FINANCIAL SOLUTIONS OR THE TRUSTEE, OR THEIR PARENT COMPANIES, OFFICERS, EMPLOYEES OR AGENTS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF DATA OR LOSS OF BUSINESS) ARISING OUT OF OR IN CONNECTION WITH THE RAPID FINANCIAL SOLUTIONS SERVICES, THE WEBSITE OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE), AND ANY LIABILITY OF SUCH PERSONS TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.

27. No Expenses for the Trustee. The Trustee shall not have any obligation by virtue of this Agreement to expend or risk any of its own funds, or to take any action which could, in the reasonable opinion of the Trustee, result in any cost or expense being incurred by the Trustee. The Trustee shall not be required to take any action or refrain from taking any action under this Agreement unless it shall have been indemnified in a manner and form satisfactory to the Trustee against any liability, cost or expense (including reasonable attorneys' fees) which may be incurred in connection therewith. The Trustee shall not be required to take any action if the Trustee shall have been advised by counsel that such action would expose it to personal liability, is contrary to the terms hereof or is contrary to law. If an event of default under this Agreement shall occur, the Trustee shall be entitled to receive reasonable compensation for its additional responsibilities, and payment or reimbursement for its expenses.

28. Certain Duties and Responsibilities of the Trustee. The Trustee has undertaken to perform such duties and only such duties as set out in separate agreements between the Trustee, the Rapid Financial Solutions Payors and Rapid Financial Solutions, and no implied duties, covenants or obligations shall be read into this Agreement against the Trustee.

29. Indemnification. You hereby agree to assume liability for, and to indemnify, protect, save and keep harmless, Rapid Financial Solutions and the Trustee, and their respective successors, assigns, representatives, and agents, from and against any and all liabilities, obligations, losses, damages, penalties, taxes (excluding any taxes payable by Rapid Financial Solutions or the Trustee on or measured by any compensation received by Rapid Financial Solutions or the Trustee, respectively, for services provided hereunder), claims, actions, suits, costs, expenses or disbursements (including, without limitation, reasonable attorneys' fees and expenses) of any kind and nature whatsoever, which may be imposed on, incurred by or asserted against Rapid Financial Solutions or the Trustee, in any way relating to or arising out of your actions in connection with this Agreement, the enforcement of any of the terms hereof against you, your use of the Website, your Account and the Rapid Financial Solutions Services, and/or your violation of any law or the rights of any third party. You further agree that Rapid Financial Solutions may deduct from your Accounts any expenses incurred in collecting, reporting or remitting any taxes, garnishments, levies, or any other third-party collections or payments with respect to any Payments to you.

30. Release of Rapid Financial Solutions and the Trustee. If you have a dispute with one or more Rapid Financial Solutions Payors, you release Rapid Financial Solutions, and the Trustee and their officers, affiliates, employees, agents and representatives from any and all liabilities, obligations, damages, penalties, claims, actions, expenses or disbursements (including without limitation reasonable attorneys' fees and court costs) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

31. Trust Agreement for Benefit of Certain Parties Only. The Trustee is an intended third-party beneficiary of this Agreement. Nothing herein, whether expressed or implied, shall be construed to give any person other than you, Rapid Financial Solutions and the Trustee any legal or equitable right, remedy or claim under or in respect of this Agreement.

32. Successors and Assigns; Assignment. This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective successors and permitted assigns. You may not transfer or assign any rights or obligations you have under this Agreement. Rapid Financial Solutions reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.

33. Privacy. Protecting your privacy is very important to Rapid Financial Solutions. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

34. Disputes with Rapid Financial Solutions. If a dispute arises between you and Rapid Financial Solutions, 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. Any problems you may have regarding the Website, your Account or the Rapid Financial Solutions Services may be reported to the Customer Service Department by calling 877-287-2448 or by email to disputes@rpdfin.com. In the event Rapid Financial Solutions is unable

to resolve your concerns, you agree that for any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than U.S. \$10,000.00, either party may elect to resolve the dispute through mandatory, binding, non-appearance-based arbitration using the Better Business Bureau arbitration services. In the event of non-appearance-based arbitration, the alternative dispute resolution provider and the parties must comply with the following rules: (i) the arbitration shall be conducted by telephone or online; (ii) it shall be solely based on written submissions as chosen by the party initiating the arbitration; and (iii) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. With respect to all arbitration proceedings between you and Rapid Financial Solutions, the award of the arbitrator shall be final and binding, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. This section 34 does not apply to disputes between you and the Trustee, or between you and the Rapid Financial Solutions Payors.

35. Law and Forum for Disputes. Except as otherwise agreed by the parties or as described in section 34 above, you agree that any claim or dispute you may have against Rapid Financial Solutions or the Trustee must be resolved by a court located in Salt Lake City, Utah. You agree to submit to the personal jurisdiction of the courts located within Salt Lake City, Utah to litigate all such claims or disputes. This Agreement shall be governed in all respects by the laws of the State of Utah, without regard to conflict of law provisions.

36. No Waiver. Rapid Financial Solutions' or the Trustee's failure to act with respect to a breach by you or others does not waive any right to act with respect to subsequent or similar breaches.

37. No Warranty. THE WEBSITE, THE RAPID FINANCIAL SOLUTIONS SERVICES AND THE SERVICES PROVIDED BY THE TRUSTEE ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OF WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. RAPID FINANCIAL SOLUTIONS SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT. Rapid Financial Solutions does not guarantee continuous, uninterrupted or secure access to any part of the Website, your Account or the Rapid Financial Solutions Services, and operation of the Website may be interfered with by numerous factors outside of our control. Rapid Financial Solutions will make reasonable efforts to ensure that requests for electronic transactions are processed in a timely manner but Rapid Financial Solutions makes no representations or warranties regarding the amount of time needed to complete processing because the Rapid Financial Solutions Services are dependent upon many factors outside of Rapid Financial Solution's control, such as delays in the banking system or the U.S. or international mail service.

38. Complete Agreement. This Agreement, along with any other agreements or policies that you have entered into with Rapid Financial Solutions or the Trustee, sets forth the entire understanding between you on the one hand and Rapid Financial Solutions and the Trustee on the other hand with respect to the Website, your Account and the Rapid Financial Solutions Services. Sections 19, 20, 22, 26, 27, 29, 30, 31, 32, 34, 35, 36, 37, 38, 39 and 40, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If any provision of this Agreement shall be invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective, provided that

such remaining provisions do not increase the obligations or liabilities of Rapid Financial Solutions or the Trustee.

39. Effective Date. This Agreement is effective upon your clicking “I Agree” below. YOU ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT REPRESENTS THE EXPRESS AGREEMENT BETWEEN YOU AND RAPID FINANCIAL SOLUTIONS WITH RESPECT TO ALL PAST AND FUTURE RAPID FINANCIAL SOLUTIONS SERVICES, AND WITH RESPECT TO ANY BALANCES SHOWN IN YOUR ACCOUNT, WHETHER SUCH BALANCES APPEARED PRIOR TO OR AFTER YOUR AGREEING TO THIS AGREEMENT. IN NO EVENT MAY YOU CLAIM THAT THIS AGREEMENT ONLY GOVERNS TRANSACTIONS OCCURRING OR BALANCES APPEARING AFTER THE EFFECTIVE DATE. THIS SECTION 39 IS AN ESSENTIAL CONDITION TO USING THE RAPID FINANCIAL SOLUTIONS SERVICES. Prior to agreeing to this Agreement, you may request a Payment for any positive balances shown in your Account.

40. Definitions.

- a. “ACH” means the Automated Clearing House network.
- b. “Account” means your Rapid Financial Solutions account on the Website.
- c. “Agreement” means this agreement, including all subsequent amendments.
- d. “Rapid Financial Solutions,” “we,” “us” or “our” means Rapid Financial Solutions and its subsidiaries and affiliates or an agent acting on their behalf.
- e. “Rapid Financial Solutions Payor” means any person or entity using the Rapid Financial Solutions Services to make Payments to Rapid Financial Solutions Users by depositing funds with the Trustee.
- f. “Rapid Financial Solutions Services” means all services and related products, features, technologies and other functionalities provided or made available by Rapid Financial Solutions and its affiliates through the Website, whether you access the Rapid Financial Solutions Services through a computer, an app on a mobile device, or any other means of access.
- g. “Rapid Financial Solutions User” means you and any other person or entity using the Rapid Financial Solutions Services to receive Payments from Rapid Financial Solutions Payors.
- h. “Business Days” means Monday through Friday, excluding days on which the banks in the State of Utah are closed.
- i. “Days” means calendar days.
- j. “Payment” or “Payments” means payment by Rapid Financial Solutions Payors to Rapid Financial Solutions Users using the Rapid Financial Solutions Services and related products or services provided by or made available by Rapid Financial Solutions.

- k. “Substantial Change” means a change to the terms of this Agreement that reduces your rights or increases your responsibilities.
- l. “Trust Account” means the trust account maintained by the Trustee for the benefit of the Rapid Financial Solutions Payors.
- m. “Trustee” means the financial institution selected by Rapid Financial Solutions from time to time to act as the trustee on behalf of the Rapid Financial Solutions Payors.
- n. “Website” means, as applicable, rpdfin.com, currencie.com and any related mobile site, and includes access portals to the Rapid Financial Solutions Services through a computer, an app on a mobile device, or any other means of access.
- o. “You” or “your” means you and any other Rapid Financial Solutions User using the Rapid Financial Solutions Services.

To acknowledge that you agree to be bound by the terms and conditions of this Agreement, click “I Agree.”

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