

## 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 36, “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 42 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 42.

1. Purpose
2. Establishing Your Account
3. Your Relationship with the Trustee
4. Your Relationship with Rapid Financial Solutions
5. Relationship between the Trustee and Rapid Financial Solutions
6. Registering Rapid Financial Solutions Users
7. Payments
8. Debit cards
9. Account Statements
10. Unauthorized Transactions
11. Errors by Rapid Financial Solutions

12. Fees
  13. No Interest on Accounts
  14. Notices to You
  15. Notices to Rapid Financial Solutions
  16. Identity Authentication
  17. Closing Your Account
  18. Suspension; Termination
  19. Taxes
  20. Unclaimed Funds
  21. Intellectual Property
  22. Restricted Activities
  23. Limitation on Duties of Rapid Financial Solutions
  24. Amendment
  25. Removal of Trustee
  26. Resignation of Trustee
  27. Limit on Liability
  28. No Expenses for the Trustee
  29. Certain Duties and Responsibilities of the Trustee
  30. Indemnification
  31. Release of Rapid Financial Solutions and the Trustee
  32. Trust Agreement for Benefit of Certain Parties Only
  33. Successors and Assigns; Assignment
  34. Privacy
  35. Arbitration
  36. Disputes with Rapid Financial Solutions
  37. Law and Forum for Disputes
  38. No Waiver
  39. No Warranty
  40. Complete Agreement
  41. Effective Date
  42. Definitions
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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.

2.1 If you select ACH as your method of disbursement, you agree to comply with the NACHA rules and guidelines. Additionally, you authorize Rapid Financial Solutions and/or the Trustee to initiate credit entries to the bank account provided by you during set up and, if necessary, to initiate debit entries and adjustments for any credit entries made in error. This authorization remains in full force and effect until Rapid Financial Solutions has received written notification from you of its termination in such time and manner as to afford Rapid Financial Solutions and/or the Trustee and the financial institution a reasonable opportunity to act on it. You understand that funds may be available to you in accordance with your financial institution's funds availability policies.

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. Regardless of whether you received access to these Rapid Financial Solutions Services as part of your employment, you are subject to the terms and conditions of this Agreement. You understand that we will share certain information about you or about your transactions and other information necessary to facilitate the use of or our provision of the services. Data sharing will be subject to Tyler's Privacy Statement and Section 34. 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, other third party providers, and the applicable Rapid Financial Solutions Payors; (v) comply with our KYC or other obligations under applicable laws; (vi) conduct OFAC screening; and (vi) 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. Rapid Financial Solutions is not responsible for the speed and timing of payment processing by financial institutions or systems beyond our control. Rapid Financial Solutions is not responsible for a partial disbursement or a failed disbursement because the method you selected to receive your payments includes any transaction limits. Rapid Financial Solutions is not responsible for any errors or omissions or for any actions that may or may not be taken, or fees that may be deducted, by any intermediary or related financial institution in association with any execution of you delivery instructions, including any cancellation or rejection.

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. You must provide all of the information required for Rapid Financial Solutions and Trustee to disburse the payment. If you fail to provide a timely, complete, accurate, authorized, or legible instruction, your payment may be delayed pending receipt from you, or the Rapid Financial Solutions Payors, of the information necessary to issue payment. We, and our third-party providers shall not be liable for any losses or damages as a result of any such delay, non-payment, or underpayment. You agree that any error or omission in such information, including, but not limited to, incorrect account number or name, financial institution name, or other account, or routing number, or transit numbers, are your sole responsibility and liability. You must make sure that the payment information is entered by individuals authorized to execute payment instructions on your behalf.

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 instruct the Trustee 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. You agree to be bound by applicable law, regulations, clearing house rules or other terms, conditions, rules, or procedures of any funds transfer or communications system that is used. Rapid Financial Solutions may enable disbursements through additional methods as they become available and supported by us. Additional terms and fees may apply. We may reject the disbursement of your payment if we do not receive appropriate authorization from the applicable ACH, Bank, Card, or other payment Network. This may also result in a delay in processing the payment.

Subject to your compliance with this agreement, the Trustee will hold the Rapid Financial Solutions Payors' funds until Rapid Financial Solutions receives the delivery instructions from you and then Rapid Financial Solutions will use commercially reasonable efforts to communicate to the Trustee to disburse payments in a timely manner. You represent and warrant that each payment you receive using the Rapid Financial Solutions Services is solely a payment for your provision of bona fide goods and/or services (including charitable services) to the Rapid Financial Solutions Payors. Trustee will settle funds to the bank account or other financial account that you designate. The amount transferred to you will be reduced by the amount of fees, fines, and amounts owed to Rapid Financial Services for any reason. You affirm that you are the owner of the account you authorize us to settle funds to.

Once payment is issued, you may not cancel or change the delivery instructions and we are not liable for incorrect payments. If you wish to cancel or amend the delivery instructions, we shall use commercially reasonable efforts to allow you to do so. There is no assurance that we will be able to cancel or amend a payment. You shall indemnify and hold us and its representatives harmless for any and all losses, damages, claims, and/or suits incurred by us and our representatives in attempting to cancel or amend a payment, whether or not ultimately successful.

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 security and 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 RAPIDFINANCIAL SOLUTIONS NOR THE TRUSTEE SHALL HAVE ANY LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO COMPLY WITH THESE OBLIGATIONS AND NEITHER RAPIDFINANCIAL 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. See the below table for some of the fees applicable to your Virtual Payment Account. This list is not all inclusive and additional fees may be charged and accepted by users on a transactional basis.

Description Fee

Account Inactivity Fee (Fee begins after 365 calendar days of no activity and every 30 days thereafter): \$3.95

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. All fees payable under this Agreement are exclusive of any legally applicable value added tax or similar sales or turnover tax in any relevant jurisdiction.

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 36 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, or take any actions, they consider necessary to validate your identity (or the identities of individuals who own or control your company) and verify information that you have provided to us, before processing your payment. 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. You agree that all information you provide to us is complete and accurate to the best of your knowledge. Rapid Financial Solutions and the Trustee may use the services of third parties to obtain information about you pursuant to this paragraph. You authorize any third party retained by Rapid Financial Solutions and the Trustee, or its third-party providers to obtain such information for this purpose. 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 22 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. If we suspect or know that you are using or have used the Rapid Financial Solutions Services for unauthorized, fraudulent, or illegal purposes, we may share any information related to such activity with the appropriate financial institution, regulatory authority, or law enforcement agency consistent with our legal obligations. This information may include information about you, your business, and transactions made through your use of the Rapid Financial Solutions Services. The actions we may take include, but are not limited to, suspending or limiting your ability to use the Rapid Financial Solutions Services, refusing to process any payment, reversing a payment, holding your payments, and contacting the Rapid Financial Solutions Payor(s) to verify payments and reduce potential fraud and disputes. If possible, we will provide you with advance notice of our actions and resolution steps. However, advance notice will not be provided if there is an immediate need to take actions such as a security threat, potential fraud, or illegal activity. Nothing in this section shall be construed to impose any obligation on us, and we shall not be liable to you or any other party for failing to exercise our rights under this section.

When required by applicable law, we will report your activity to the appropriate federal, state, or local authorities. We have the right to withhold payments to you upon termination of this Agreement if we reasonably determine that obligations to us might arise after termination of this Agreement (such as if a payment to you is reversed or charged back) or that we may incur losses resulting from credit, fraud, or other legal risks associated with you or your account. If we exercise our right to withhold a payment for any reason, we will work with the Rapid Financial Solutions Payor(s) to communicate the general reason for withholding the payment and give you a timeline for releasing the funds and any necessary steps you are required to take. We also reserve the right to suspend or terminate your use of the Rapid Financial Solutions Services if we believe that you are using the Rapid Financial Solutions Services in a manner that exposes us or our third-party providers to liability, reputational harm or brand damage.

Upon termination or expiration of this Agreement, we securely destroy all of your personal information in our possession. Notwithstanding the foregoing, we are not obligated to return or destroy this Agreement or personal or confidential information that is (i) commingled with other information of ours if it would be a substantial administrative burden to excise such information, (ii) contained in an archived computer system backup made in accordance with our security or disaster recovery and business continuity procedures, (iii) contained in any reports or other transactional-related documentation generated from the services provided or received pursuant to this Agreement; (iv) required to be retained pursuant to applicable laws or post-termination obligations, or (v) required to satisfy its internal audit or compliance policies.

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. Unclaimed Funds. If we are unable to transfer your payment to you and we are unable to contact you, and you do not claim this payment within a reasonable time, then we will return the funds to the Rapid Financial Services Payor.

21. 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.

22. 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, Card Networks (e.g., Visa, Mastercard, American Express and Discover), or other Association Rules, 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. use the Rapid Financial Solutions Services in any manner that constitutes excessive or abusive usage, to conduct illegal activity, threaten the security, integrity, stability, or availability of the Rapid Financial Solutions Services;
- l. use the Rapid Financial Solutions Services to request money for any court-ordered amounts for alimony or child support, fines payments to loan sharks, gambling debts or payments otherwise prohibited by law, including without limitation receive payments related to money laundering, fraud, scams, cryptocurrencies, pharmaceuticals or other controlled substances, illegal drugs, firearms, ammunition or other weapons, obscene or offensive activities or materials, or any other illegal activity or unlawful purpose;
- m. use the Rapid Financial Solutions Services in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the United States Office of Foreign Asset Control (OFAC);
- n. refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us; or
- o. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. Privacy. Our access to and use of your data will comply with applicable provisions of our Privacy Statements, available at (available at <https://www.tylertech.com/privacy> and <https://www.cachevalleybank.com/privacy-policy>) and applicable law. Additionally, you agree that we may use and share your data as follows: 1) for the benefit of you supplying the information to support this Agreement and to enable our compliance with the terms of this Agreement; (2) as may be appropriate to our employees, accountants, auditors, or counsel; (3) as may be required or requested by any judicial process or governmental agency having or claiming jurisdiction over us; (4) for accounting, auditing, billing, reconciliation, and collection activities; (5) for the purpose of processing and/or resolving chargebacks or other disputes; (6) for the purpose of protecting against or preventing actual or potential fraud, unauthorized transactions, claims, or other liability, including to third parties providing these services; (7) for the purpose of managing risk exposures and compliance; (8) for developing or providing additional products or services to you or other third parties provided that the use of such data used for products or services to other third parties will not identify you in the development or provision of such product or service; (9) for preparing internal reports for use by our employees, management, and consultants for the purposes of operating, evaluating, and managing our business; (10) for preparing and furnishing compilations, analyses, and other reports of aggregated information, and anonymizing personal information provided that such compilations, analyses, or other reports prepared for other customers will not identify you in the preparation of any such compilation, analysis, or other report; (11) for the purpose of analyzing or improving services (12) for the purpose of complying with applicable laws; and (13) for other purposes for which your consent has been provided.

35. Arbitration:

- a. Arbitration on an Individual Basis Only; Class Arbitration Waiver. YOU AGREE THAT, BY ACCEPTING THIS AGREEMENT, WE ARE EACH WAIVING THE RIGHT TO PARTICIPATE IN OR BRING A CLASS ACTION. WE EACH AGREE TO ARBITRATE SOLELY ON AN INDIVIDUAL BASIS AND AGREE THAT THESE TERMS OF USE DO NOT PERMIT CLASS ARBITRATION OR ANY CLAIMS BROUGHT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ARBITRATION PROCEEDING. THE

ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THIS END USER AGREEMENT IS EVIDENCE A TRANSACTION IN INTERSTATE COMMERCE, AND THUS THE FEDERAL ARBITRATION ACT ("FAA") GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION. IF FOR ANY REASON, A CLAIM PROCEEDS IN COURT RATHER THAN ARBITRATION, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION AGAINST EACH OTHER.

- b. Applicable Law. Although the Rapid Financial Solutions Services are accessible over the Internet and therefore available worldwide, Rapid Financial Solutions Services and their content are intended for residents of the United States only. If you choose to access the Rapid Financial Solutions Services from locations outside the United States, such conduct is at your own risk and subject to the laws of the United States of America, which may differ from privacy laws in your state or home country, and you are responsible for compliance with any local laws and regulations. Nothing in the Rapid Financial Solutions Services should be interpreted as a promotion or solicitation for any product of any nature that is not authorized by the laws and regulations of the country where you are located. You agree that the laws of the State of Texas, without giving effect to any principles of conflicts of law, govern this Agreement and any dispute of any sort that may arise between you and us or any of our affiliates. We each acknowledge that this End User Agreement is shall be governed by the FAA, 9 U.S.C. §§ 1-16.
- c. Conflict. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the code of procedure established by the AAA, the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal, or conflicting provision were not contained herein.
- d. Injunctive Relief. Notwithstanding anything to the contrary, we retain the right to seek injunctive relief if you use the Rapid Financial Solutions Services in violation of the access rights or the restrictions on use, infringe upon or misappropriate our intellectual property rights, or breach your obligation to maintain the confidentiality of our confidential or proprietary information made available to you through the Rapid Financial Solutions Services.

36. 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](mailto: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 36 does not apply to disputes between you and the Trustee, or between you and the Rapid Financial Solutions Payors.

37. Law and Forum for Disputes. Except as otherwise agreed by the parties or as described in section 36 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.

38. 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.

39. 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. WHILE WE TAKE REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE RAPID FINANCIAL SOLUTIONS, WE DO NOT GUARANTEE THAT THE RAPID FINANCIAL SOLUTIONS SERVICES CANNOT BE COMPROMISED. YOU UNDERSTAND THAT THE RAPID FINANCIAL SOLUTIONS SERVICES MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED. WE FURTHER DISCLAIM ALL LIABILITY FOR ANY ACTIONS RESULTING FROM YOUR USE OF THE RAPID FINANCIAL SOLUTIONS SERVICES. We further disclaim any liability for the provision of goods or services that you sold to the Rapid Financial Solutions Services Payor as part of your use of the Rapid Financial Solutions Services, and any obligations you may owe to the Rapid Financial Solutions Services Payor. We are not responsible for any amounts owed to you by the Rapid Financial Solutions Services Payor, including amounts for payment transactions that were authorized by the issuer or provider of the payment method but that were subsequently rejected or reversed.

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.

40. 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, 23, 27, 28, 30, 31, 32, 33, 36, 37, 38, 39, 40, 41 and 42, 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.

41. 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 41 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.

42. 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. For the purposes of this Agreement, the current Trustee is Cache Valley Bank.
- 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. “we,” “us,” “our” and similar terms mean Rapid Financial Solutions.
- p. “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.”