

GRANT CASH ADVANCE APP TERMS OF USE

Version Date: February 4, 2026

Grant Money, LLC, a Delaware limited liability company (“Grant Money”, the “Company,” “we,” “our,” or “us”), owns and operates the services and mobile application provided under the name Grant Cash Advance (the “App”). By accessing or using the App, you (the “User”, “you”, or “your”) agree that you have read, understand, and agree to be bound by the following agreements (each an “Agreement” and collectively the “Agreements”) that together govern your access and/or use of the App and any and all services, products and features Grant Money offers and/or provides you:

- The Grant Cash Advance App Terms of Use;
- The Grant Cash Advance Customer Agreement;
- The Grant Plus Customer Agreement;
- The [Privacy Policy](#);
- The [Consumer ACH Authorization and Agreement](#); and
- the ESIGN Consent to Use Electronic Records, Disclosures and Signatures

You should review all Agreements before accessing or using the App. If you do not agree to the terms of the Agreements, you should not access or use the App.

PLEASE READ THE AGREEMENTS CAREFULLY, AS THEY CONTAIN AN ARBITRATION AGREEMENT AND OTHER IMPORTANT INFORMATION REGARDING YOUR AND OUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US. THE ARBITRATION AGREEMENT REQUIRES DISPUTES BETWEEN YOU AND US (WITH LIMITED EXCEPTIONS) TO BE RESOLVED BY AN ARBITRATOR THROUGH BINDING AND FINAL ARBITRATION, RATHER THAN BY A JUDGE OR JURY IN COURT. IF A DISPUTE IS ARBITRATED (1) YOU AND WE WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST ONE ANOTHER ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU AND WE WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS. YOU HAVE THE RIGHT TO REJECT THE ARBITRATION AGREEMENT AS SET FORTH BELOW.

1. App User Requirements

The App is intended solely for users who are physically present in the United States of America whenever using the App. By using the App, you represent and warrant that you agree to and will

abide by all of the terms and conditions of the Agreements, and that you are not prohibited by applicable law from using the App or engaging with Grant Money. If you violate any of the Agreements, the Company may, at any time in its sole discretion, with or without notice, terminate your account and/or prohibit you from using or accessing the App and any other services offered by Grant Money or any of its affiliates.

2. Amendments to These Agreements

We may modify the Agreements from time to time in our sole discretion. If we do make revisions, we will post the updated Agreements on the App and our website before they are implemented, and will indicate at the top of this page under the heading “IMPORTANT NOTICE” the date these Agreements were last revised. You agree that we have provided you notice of updated Agreements when we post updated Agreements as described in this section unless other notice is required by law. We may also require you to acknowledge and accept changes to our Agreements in the App. You agree that after we have provided notice of updated Agreements as described in this section, your continuing use of the App constitutes your binding acceptance of all changes to the Agreements. If you disagree with the changes, you must immediately cease use of the App and contact our customer support team at support@grantcash.com to close your Grant Money account and cease all use of products and services, including cancelling your Grant Plus subscription, if you have one.

3. Consent To Receive and Use Consumer Information

When you register for the App, you authorize us to create and maintain an account in your name using your account registration information and other information that may be collected about you in accordance with our Privacy Policy as part of providing our services (collectively, such information is referred to as your “Member Profile.”).

4. Proprietary Rights

The App and all content contained in or otherwise accessible through it, including designs, text, materials, graphics, pictures, video, information downloaded, and all intellectual property pertaining to or contained in the App (including but not limited to copyrights, patents, database rights, graphics, designs, text, logos, trade dress, trademarks, and service marks), (the “Content”), is the proprietary property of the Company or third parties with all rights, title, and interest remaining the property of Grant Money or such third parties, as applicable. Any use of the Content not authorized in these Agreements is prohibited.

No Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the Company’s prior written permission. You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the Company’s services, including any Content. Unless explicitly stated in these Agreements, nothing in these Agreements will be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. Company graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, trademarks or trade

dress of the Company in the U.S. and/or other countries. The Company's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the Company.

Provided that you are eligible to use the App, you are granted a limited license to access and use the App and to download or print a copy of any portion of the Content solely for your use of the App in accordance with these Agreements, provided that you keep all copyright or other proprietary notices intact. You may not republish the Content or incorporate the Content in any other compilation.

You are authorized to view and retain a copy of pages of the App only for your own personal, non-commercial use. You may also view and make copies of relevant documents, pages, images, or other materials on the App for the purpose of transacting business with us. You may not tokenize copies of the pages of the App or any other content on the App. You agree that you will not duplicate, publish, modify, create derivative works from, participate in the transfer of, or in any way distribute or exploit the App, or any portion of the App, for any public or commercial use, without our prior express written consent. Additionally, you agree that you: (a) will not remove or alter any author, trademark, other proprietary notice, or legend displayed on in the App (or printed pages produced from the App or our website), and (b) will not make any other modifications to any documents obtained from the App or from Grant Money other than in connection with completing information required to transact business with Grant Money.

5. Prohibited Uses

You may not use the App in any manner that violates applicable law. You may not use the App in any manner that violates these Agreements, or that could or is intended to damage, disable, overburden, or impair the App or interfere with any other party's use and enjoyment of the App. Such unauthorized use, including but not limited to unauthorized entry into Grant Money systems or misuse of any information posted on the App, is strictly prohibited. Your use of the App is limited to the intended function of the App and you accept sole responsibility for all of your activities using the App.

We reserve the right, in our sole discretion, to take any actions we deem necessary and appropriate to preserve the integrity of the App. We may terminate, disable or throttle your access to, or use of, the App at any time without notice for any reason, with or without cause in our sole discretion. If you are blocked by us from accessing the App (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address).

6. Third-Party Requirements

You agree to use the App in accordance with applicable usage rules of any third-party mobile telephone, tablet, or other device (each a “Mobile Device”) or service provider or the third party from whom you are downloading the App (each an “App Store”). Supported App Stores include Apple App Store and Google Play; other App Stores are not supported. You acknowledge and understand that certain products and services available to you through the App, including your ability to conduct financial transactions, schedule payments or view your account balances, require data access or wireless internet capability. You agree that you are responsible for any such data access or wireless internet charges of your mobile device service provider. We do not make any representation or warranty that the App will be compatible with your mobile device or any specific operating system version of your mobile device or any other hardware, software, equipment or device installed on or used in connection with your mobile device. Except as limited by applicable law, you acknowledge and agree that the Company, and its affiliates, agents and licensors, will have no liability to you for any losses, financial or otherwise, suffered by you, arising out of, or resulting from compatibility or inoperability issues or the failure to confirm any attempted transaction.

7. Communications with You

By accepting these Agreements, you expressly consent to be contacted by us or our affiliates at any telephone number, e-mail address, mailing address, account with the Company, or physical or electronic address you provide or at which you may be reached. You agree we, our affiliates, agents, or service providers may contact you in any way, including by e-mail, SMS messages (including text messages) calls using pre-recorded messages or artificial voice, and calls and messages delivered using automatic telephone dialing systems (auto-dialer) or an automatic texting system at any phone number you have provided to us, including any mobile phone number, as well as any address in our records or in public or nonpublic databases. You understand that you are not required to provide consent to marketing SMS messages as a condition to accessing the Company’s services or products. You may withdraw your consent to SMS communications by replying STOP to the SMS message, or by contacting us at support@grantcash.com.

You agree that the telephone numbers that you have provided to us are your contact numbers and you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to promptly alert us whenever you stop using a particular telephone number. You are responsible for any and all charges, including fees associated with text messaging, imposed by your communications service provider. You agree that we and our agents, representatives, affiliates or anyone calling on our behalf may contact you on a recorded or monitored line and that any incoming calls may also be recorded and monitored. You also agree to receive alerts about your account activity, balances, payments, suspicious activities, and other matters involving your use of the App or the Company’s services through push notifications to your smartphone or other device.

Receipt of push notifications may be delayed or prevented by factors beyond our control, including those affecting your internet/phone provider. The Company is not liable for losses or damages arising from non-delivery, delayed delivery, or the erroneous delivery of any push notification; inaccurate push notification content; or your use or reliance on the content of any push notification for any purposes. Each push notification may not be encrypted, and may include your name and information pertaining to your account or use of the App. The Company may terminate your use of push notifications at any time without notice. You may choose to discontinue receiving push notifications by updating your preferences on your smartphone or device.

8. Mobile Identifiable Information

You authorize your wireless operator to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber and device details, if available, to Grant Money, its affiliates, and its third-party service providers for the duration of the business relationship, solely for identity verification and fraud avoidance. See our [Privacy Policy](#) for more information.

9. Privacy

Please review our [Privacy Policy](#), which explains how we treat your personal information when you use the App. By using the App, you are also consenting to the terms of our [Privacy Policy](#).

10. Your Account

Your acceptance of the E-Sign Policy is required to create an account. You may be presented with the opportunity or requirement to create an account to use certain parts of the App. When you create an account, you will be required to pick a user name, password, and/or other access credentials. You are responsible for maintaining the confidentiality of your account and access credentials and for restricting access to your computer and any other devices you use to access your account, and you agree to accept responsibility for all activities that occur under your account or access credentials. You may not assign or otherwise transfer your account to any other person.

You acknowledge that the Company is not responsible for third party access to your account that results from theft or misappropriation of your account. The Company reserves the right, in our sole discretion, to refuse or cancel service, terminate accounts, or remove or edit Content. You agree to (1) immediately notify us of any unauthorized use of your access credentials or account or any other breach of security, and (2) ensure that you exit from your account at the end of each session when accessing the App. We will not be liable for any loss or damage arising from your failure to comply with this section.

You agree at all times to provide current, complete, and accurate information about yourself. You acknowledge and agree that if any information you provide is untrue, inaccurate, not current, or

incomplete, the Company may terminate your access to and decline to permit your future use of its products and services, including by terminating your access to the App.

WE HEREBY DISCLAIM ANY AND ALL LIABILITY FOR ANY UNAUTHORIZED USE OF YOUR ACCOUNT FOR WHICH WE ARE NOT RESPONSIBLE.

11. California Residents

California residents are invited to share any comment and concerns about Grant Money or its products and practices with the Department of Financial Protection and Innovation at (866) 275-2677 (toll-free) or at the following URL: <https://dfpi.ca.gov/file-a-complaint/>.

12. South Carolina Residents

South Carolina residents may share any comment or concern about Grant Money or its products and practices with the Department of Consumer Affairs on their website: <https://consumer.sc.gov/> or by calling them at 803-734-4200.

13. Utah Residents

You may report complaints related to an earned wage access service provider to the Division of Consumer Protection, by calling toll-free at 1(800) 721-7233 or online at <https://dcp.utah.gov>.

14. Additional Disclaimers

The information and materials contained on the App and these Terms are subject to change. None of Company, its parent, any of its affiliates, subsidiaries, providers or their respective officers, directors, employees, agents, representatives, independent contractors or licensors guarantees the accuracy, adequacy, timeliness, reliability, completeness, suitability, availability or usefulness of any of the App and the Content, for any purpose, and each of these persons disclaim liability for errors or omissions in the App or the Content.

To the maximum extent permitted by applicable law, the App and all of the Content is provided “as is” and “as available,” without any warranty of any kind, either express or implied, including the implied warranties of merchantability, fitness for a particular purpose, non-infringement or title. Additionally, there are no warranties as to the results of your use of the App or the Content. The Company does not warrant that the App is free of viruses or other harmful components. This does not affect those warranties which are incapable of exclusion, restriction or modification under applicable law. Your use of the App is at your sole risk.

The App may be temporarily unavailable from time to time for maintenance or other reasons. The Company assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or

unauthorized access to, or alteration of, User communications. The Company is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software or services on account of technical problems or traffic congestion on the Internet or the App. The Company further makes no warranty, express or implied, regarding the security of the App, including with respect to the ability of unauthorized persons to intercept or access information transmitted by you through the App.

The Company reserves the right to change or discontinue any and all Content at any time without notice.

The App may contain links to websites or applications maintained by third parties that are not affiliated with Grant Money or its affiliates. Such websites or applications may have terms of use, privacy policies, or security practices that are different from those of the Company. We are not responsible for the contents of any such website or application. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content

15. Limitation on Liability

IN NO EVENT WILL THE COMPANY OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES (INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES), INCLUDING FOR ANY LOST PROFITS OR LOST DATA, OR IN CONNECTION WITH ANY OTHER REMEDY RELATING TO OR ARISING FROM YOUR USE OF, OR A DELAY OR INABILITY TO USE, OR ANY OF THE CONTENT OR OTHER SERVICES OR MATERIALS ON OR ACCESSED THROUGH THE APP, EVEN IF THE COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR OTHER REMEDY. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE APP OR THE CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE APP. CERTAIN FEDERAL AND STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES OR LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

16. Governing Law; Venue and Jurisdiction

Except as set forth in the section titled “Dispute Resolution by Binding Arbitration; Jury Trial and Class Action Waiver,” by visiting or using the App, you agree that the laws of the State of California, without regard to any principles of conflict of laws that would require or permit the application of the laws of any other jurisdiction, will govern these Agreements. You agree that you will not use the App or the Company’s products or services in any unlawful manner or for

any unlawful purpose. You may not use or otherwise export or re-export the App or the Content except as authorized by U.S. law. You represent and warrant that you are not located in any country (1) that is subject to comprehensive sanctions issued by the United States Office of Foreign Assets Control, (2) that has been designated by the federal government of the United States as a “terrorist supporting” country, or (3) is listed on any list maintained by the United States federal government of sanctioned, prohibited, or restricted parties.

17. Indemnity

You agree to indemnify and hold the Company, its subsidiaries and affiliates, and each of their directors, officers, representatives, agents, contractors, partners and employees, harmless from and against any losses, liabilities, claims, demands, damages, judgments, settlements, penalties, fines, costs, fees and expenses, including reasonable attorney’s fees, arising out of or in connection with your unauthorized use of the App or our services, your unauthorized conduct in connection with the App or with other Users of the App, or any violation of these Agreements or of any applicable law or the rights of any third party.

18. DISPUTE RESOLUTION BY BINDING ARBITRATION; JURY TRIAL & CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS. This Dispute Resolution by Binding Arbitration section is referred to in these Agreements as the “Arbitration Agreement.” This Arbitration Agreement provides that all disputes between you and Company must be resolved by binding arbitration.

Informal dispute resolution required:

If any controversy, allegation, dispute or claim arises out of or relates to the Agreement or your account, including, without limitation, any advertising or marketing communications regarding the Company, any transaction, or any other controversy, allegation, dispute or claim against the Company regarding any interaction or transaction between you and the Company, whether heretofore or hereafter arising (collectively, “Dispute”), then you and we agree to engage in good-faith informal efforts to resolve the Dispute by sending a written notice (the “Notice”) to the other providing a reasonable description of the Dispute, along with a proposed resolution of it. Our Notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this Section. Your Notice to us must be sent via email to:

legal@grantcash.com. The written description included in your Notice must be on an individual basis and provide at least the following information: (a) your name and contact information (current mailing address, telephone number, and email address, and any other iterations thereof that are associated with the claim or dispute); (b) a description of the nature of the claim or dispute; (c) the date of any transaction, or interaction at issue, and relevant documentation or screen captures if available; and (d) the resolution and relief sought.

For a period of sixty (60) days from the date of receipt of Notice from the other party, you and we agree to negotiate in good faith and in a timely manner about the Dispute, including through a mandatory informal telephonic dispute resolution conference between you and the Company. The informal telephonic dispute resolution conferences shall be individualized such that a separate conference must be held each time either party intends to commence individual arbitration, and multiple individuals initiating claims cannot participate in the same informal telephonic dispute resolution conference, absent mutual agreement by you and the Company. If either party is represented by counsel, that party's counsel may participate in the informal telephonic dispute resolution conference, but the party also must appear at and participate in the conference. This informal dispute resolution process is a prerequisite and condition precedent to commencing any formal dispute resolution proceeding. Unless prohibited by law or applicable rules, an arbitration administration provider cannot accept or administer an arbitration, nor assess any fees, until the requirements of this Section are met. The parties agree that any relevant limitations periods and filing fees or other deadlines will be tolled only during the sixty (60) day informal dispute resolution period. After this sixty (60) day period, the relevant limitations periods and filing fee(s) or other deadlines are no longer tolled until filing is effectuated, but the foregoing dispute resolution process remains a condition precedent to commencing any formal dispute resolution proceeding. Filing means, as applicable: (a) completing all filing requirements (including paying applicable filing fees) for arbitration as set forth above; or (b) filing an action in state or federal court. Subject to the tolling periods set forth herein or otherwise required by law, this limitation period begins to run again if your arbitration or other action is closed, dismissed, or otherwise terminated by an arbitral provider or court. The amount of any settlement offer made by Company or you during this period shall remain strictly confidential.

Arbitration procedures:

If Company and you do not resolve the dispute within sixty (60) calendar days after the Notice is received, ANY DISPUTE ARISING BETWEEN YOU AND THE COMPANY MUST BE RESOLVED BY FINAL AND BINDING ARBITRATION BROUGHT IN YOUR INDIVIDUAL CAPACITY. This includes all Disputes as defined above, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, any other intentional tort or negligence), common law, constitutional provision, respondeat superior, agency or any other legal or equitable theory, whether arising before or after the effective date of these Terms and has the broadest reasonable meaning and includes, without limitation: (1) initial claims, counterclaims, crossclaims and third-party claims; (2) disputes based upon contract, negligence, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity; (3) data breach or privacy claims; and (4) claims arising out of or relating to our written or oral communications with or about you. Notwithstanding the foregoing, Disputes that fall within the scope of the small claims court's limited jurisdiction may be submitted to such court.

Solely for purposes of this Arbitration Agreement, the terms “Company,” “we,” “us” and “our” mean (1) Grant Money, each of its subsidiaries, parents, affiliates, successors and assigns, and any of their employees, officers, directors, agents and representatives; and (2) any third party that you name along with us as defendants in a single proceeding. The Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the “FAA”), governs the interpretation and enforcement of this Arbitration Agreement. You and we agree that any and all past, present or future disputes, claims or controversies that have arisen or may arise between you and Company, whether arising out of or relating to these Agreements (including any alleged breach thereof), the services, the App, your account, any advertising or any other aspect of the relationship or transactions between you and us (collectively, “Claims”), shall be resolved by an arbitrator through final and binding arbitration, rather than by a judge or jury in court, in accordance with the terms of this Arbitration Agreement.

However, this Arbitration Agreement will not apply to any Claim that was already pending in court before this Arbitration Agreement took effect (although it will apply to new parties or new Claims that are added subsequently in the court action). Notwithstanding the foregoing, You or we may bring an action in small claims court if the Claim is within that court’s jurisdiction, or, if an arbitration demand has been made, instruct the arbitration administrator to close the case because the dispute should be decided by a small claims court. However, if the dispute is transferred, removed, or appealed from small claims court to a different court, it will be subject to arbitration. Moreover, if you or we bring a counterclaim or cross-claim that is for more than the small claims court’s jurisdiction, the entire dispute must, if you or we choose, be resolved by arbitration. This Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. If any other Service or product you obtain from us contains its own arbitration agreement, that agreement (and not this one) will govern claims or disputes arising out of or relating to said Service or product.

Any Dispute will be resolved solely by binding arbitration before the American Arbitration Association (“AAA”), and in accordance with its then-current: (i) Consumer Arbitration Rules; and if such Consumer Arbitration Rules do not apply then: (ii) Commercial Arbitration Rules (collectively, “Rules”), except as modified herein. You also understand and agree that Mass Arbitration disputes as defined below will be adjudicated in accordance with the AAA’s Mass Arbitration Supplementary Rules. If there is any inconsistency between this Arbitration Agreement, on the one hand, and the AAA Rules or other provisions of this Agreement, on the other hand, this Arbitration Agreement will control. If a party properly submits the Dispute to the AAA for formal arbitration and the AAA is unwilling to set a hearing, then either party can elect to have the arbitration administered by the Judicial Arbitration and Mediation Services Inc. (“JAMS”) using JAMS’ streamlined Arbitration Rules and Procedures and, if applicable under the Special Procedures for Mass Arbitration outlined below, the JAMS Mass Arbitration

Procedures and Guidelines, or by any other arbitration administration service that you and an officer or legal representative of the Company consent to in writing.

If the informal dispute resolution procedure set forth above is unsuccessful in resolving the Parties' Dispute, a party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the Rules as provided on the AAA website. By submitting a Demand for Arbitration, the party and party's counsel represent that, as in court, they are complying with the requirements of Federal Rule of Civil Procedure 11(b). The arbitrator is authorized to impose any sanctions available under Federal Rule of Civil Procedure 11 on represented parties and their counsel.

The arbitrator will be either a retired judge or an attorney licensed to practice law in the state or county in which you reside with ten or more years of experience practicing law. The parties will first attempt to agree on an arbitrator. If the parties are unable to agree upon an arbitrator within twenty-one (21) days of receiving the AAA's list of eligible neutrals, then the AAA will appoint the arbitrator in accordance with the Rules. The arbitration may be conducted by telephone or based on written submissions, and if an in-person hearing is required, then it will be conducted in the county where you live or at another mutually agreed upon location.

You and we will pay the administrative and arbitrator's fees and other costs (and please note that you will be responsible for a portion or percentage of such fees) in accordance with the requirements of the AAA Rules; but if the AAA Rules (or other applicable arbitration rules or laws) require the Company to pay a greater portion or all of such fees and costs in order for this Agreement to be enforceable, then the Company shall have the right to elect to pay the fees and costs and proceed to arbitration. If you tell us in writing that you cannot afford to pay the Arbitration Fees charged by the AAA or other arbitration administrator and that you were unable to obtain a waiver of fees from the administrator, and if your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the arbitration administrator and/or arbitrator. The parties shall also bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, this Agreement or the administrator's rules.

Except as set forth below in the Special Additional Procedures for Mass Arbitration, the arbitration will be conducted by a single arbitrator who will apply and be bound by this Agreement, and will determine any Dispute according to applicable law and facts based upon the record and no other basis, and will issue a reasoned award only in favor of the individual party seeking relief and only to the extent to provide relief warranted by that party's individual claim. The arbitrator will render an award within the time frame specified in the applicable arbitration rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court

having jurisdiction thereof. The arbitrator will have the authority to award monetary damages on an individual basis and to grant, on an individual basis, any non-monetary remedy or relief available to an individual to the extent available under applicable law, arbitration rules, and these Terms. If a claim is brought seeking public injunctive relief and a court determines that the restrictions prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), the claim for public injunctive relief will be determined in court and any individual claims will be arbitrated. In no event will a claim for public injunctive relief be arbitrated.

All issues including those of arbitrability are for the arbitrator to decide, except that the issue of the existence of valid arbitration and class action waiver provisions between the parties is for the court to decide. Attorneys' fees will be available to the prevailing party in the arbitration only if authorized under applicable substantive law governing the claims in the arbitration. If the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), the Company will have the right to recover its attorneys' fees and expenses.

For U.S. residents, the FAA, not state law, shall govern the arbitrability of all Disputes between the Company, including this Section and the "No Class Action Matters" Section below. BY AGREEING TO ARBITRATE, EACH PARTY IS GIVING UP ITS RIGHT TO GO TO COURT AND HAVE ANY DISPUTE HEARD BY A JUDGE OR JURY. If you reside in the U.S. (and as applicable to U.S. residents), this Section is deemed to be a "written agreement to arbitrate" pursuant to the FAA. This Section survives termination. You can obtain AAA and JAMS procedures, rules, and fee information as follows: AAA: 800.778.7879 and <http://www.adr.org> and JAMS: 800.352.5267 and <http://www.jamsadr.com>.

All statutes of limitation and rules of law that would otherwise be applicable to this Agreement, shall apply to any arbitration proceeding.

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties. This Arbitration Agreement is binding upon and benefits you, your respective heirs, successors and assigns, and us and our respective successors and assigns. This Arbitration Agreement shall survive (1) any termination, cancellation or closure of your account, (2) any cessation of your relationship with us; (3) any breach, default, or repayment in full; (4) any termination of Advance privileges, and (5) any bankruptcy to the extent permitted by applicable bankruptcy law.

No Class Action Matters:

CLASS ACTION WAIVER: YOU AND WE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL OR REPRESENTATIVE ACTION OR PROCEEDING. EXCEPT AS EXPRESSLY CONTEMPLATED BELOW, DISPUTES WILL BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS AND WILL NOT BE JOINED OR CONSOLIDATED WITH ANY OTHER ARBITRATIONS OR OTHER PROCEEDINGS THAT INVOLVE ANY CLAIM OR CONTROVERSY OF ANY OTHER PARTY, UNLESS ALL PARTIES OTHERWISE AGREE IN WRITING. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS ACTION BASIS OR ON ANY BASIS INVOLVING DISPUTES BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC, OR OTHER PERSONS OR ENTITIES SIMILARLY SITUATED. THE ARBITRATOR DOES NOT HAVE THE POWER TO VARY THESE CLASS ACTION WAIVER PROVISIONS. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).

If, for any reason, this restriction is deemed unconscionable or unenforceable, then our agreement to arbitrate will not apply and the Dispute must be brought exclusively in a state or federal court. Accordingly, you and the Company consent to the exclusive personal jurisdiction and venue of such courts for such matters. Notwithstanding any other provision of this Agreement, any and all issues relating to the scope, interpretation and enforceability of the class action waiver provisions contained herein (described in this "No Class Action Matters" Section), are to be decided only by a court of competent jurisdiction, and not by the arbitrator. The arbitrator does not have the power to vary these class action waiver provisions. Notwithstanding any other provision, if the foregoing class action waiver and prohibition against class arbitration is determined to be invalid or unenforceable, then the mandatory arbitration agreement shall be void except for the mandatory informal dispute resolution procedures set forth above. If any portion of this Section other than the class action waiver and prohibition against class arbitration are deemed invalid or unenforceable, all other portions of this Agreement shall continue to govern. This Section survives termination.

Special Additional Procedures for Mass Arbitration:

If twenty-five (25) or more similar claims are asserted against the Company by the same or coordinated counsel or are otherwise coordinated, such claims are mass arbitration claims subject to these procedures, and you understand and agree that the resolution of your Dispute might be delayed. You also agree to the following coordinated batching process and application of the AAA Mass Arbitration Supplementary Rules and the AAA Mass Arbitration and Mediation Fee

Schedule. In the event an action in which twenty-five (25) or more similar actions as defined above are asserted against the Company and administered by JAMS as set forth above, you agree to application of the JAMS Mass Arbitration Procedures and Guidelines.

At the outset of such disputes, you and the Company agree to delegate to a Process Arbitrator all matters listed as within the scope of a Process Arbitrator's authority under the AAA Mass Arbitration Supplementary Rules, as well as disagreements concerning the validity, enforceability, and applicability of this Agreement, and any other matters that the parties mutually agree to delegate.

Should the Process Arbitrator determine that any or all cases may proceed to a Merits Arbitrator, counsel for the claimants and counsel for the respondent shall each select five (5) cases (per side) to proceed in an individual capacity as part of a batching process. Any remaining claims that have complied with the informal dispute resolution procedures shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected to be filed on an individual basis as part of this staged process. Such claims shall be tolled from the date the first batch of demands are deemed filed in arbitration, until the date the arbitration is closed.

During the batching process, and subject to applicable arbitral rules and procedures, you and the Company agree that a single arbitrator shall preside over each batch of cases. After decisions have been rendered in the first ten (10) cases, the Company and all claimants shall engage in a global mediation in an attempt to resolve the remaining cases with the benefit of the decisions in the first batch of cases. If the parties are unable to resolve the remaining cases after the mediation, each side shall select another ten (10) cases (per side) to proceed on an individual basis as part of a second batching process. The parties may, but are not required to, agree in writing to modify the number of cases to be included at each stage of the batching process. After decisions have been rendered in this second batch of cases, the Company and all claimants shall engage in a second global mediation in an attempt to resolve the remaining cases with the benefit of the decisions in the first two (2) batches of cases. If the parties have not resolved the remaining disputes at the close of the second global mediation, the Company or any individual claimant(s) whose demand has not been adjudicated may elect to opt out of the arbitration by providing notice to opposing counsel, and if the claimant or the Company wishes to proceed with the claim they may file an individual, non-class action in court. If the Company or any claimant(s) do not opt out, those remaining claims will proceed in arbitration in continued batches of one-hundred (100) demands per batch (to the extent there are fewer than one-hundred (100) demands outstanding, a final batch will consist of the remaining demands). In order to increase the efficiency of administration and resolution of arbitrations, and if consistent with the relevant rules and procedures, the arbitration provider shall: (i) provide for a single filing fee due

per side per batch; and (ii) allow joint case management conferences and joint hearings, and such other coordinated procedures as the arbitrator deems appropriate.

You and the Company agree that throughout this process, the parties' counsel shall meet and confer to discuss modifications to these procedures based on the particular needs of the Mass Arbitration and to engage with the AAA, including with a AAA Process Arbitrator, to address threshold administrative issues.

This batching process shall in no way be interpreted as authorizing class or representative arbitration or litigation of any kind. The Company does not agree or consent to class arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstances. If your claim is part of a Mass Arbitration under this Section, the limitations period(s), including those in this Agreement or any applicable statute(s) of limitation, and any filing fee(s) or other deadlines shall be tolled for that claim from the later of: (1) the date that your claim has complied with the procedures for filing an arbitration demand outlined above; or (2) the time that the AAA filing requirements are satisfied for the first batch of claims filed in individual arbitration proceedings under this Section.

If an arbitration demand is administered by JAMS as set forth above, the parties shall follow, or adhere as closely as possible to or to the spirit of, the foregoing processes to the extent authorized by law and the applicable rules. If any dispute arises between the general AAA Consumer or Commercial Rules and the Mass Arbitration Supplementary Rules, the Mass Arbitration Supplementary Rules shall control. If any dispute arises between the general JAMS Arbitration Rules and Procedures and the JAMS Mass Arbitration Procedures and Guidelines, the JAMS Mass Arbitration Procedures and Guidelines shall control.

A court shall have authority to enforce this Section and, if necessary, to enjoin the mass filing or prosecution of arbitration demands against the Company. This Section survives termination.

RIGHT TO REJECT:

You may reject this Arbitration Agreement if you do not want it to apply. Rejection of this Arbitration Agreement will not affect the remaining parts of this Agreement. To reject this Arbitration Agreement, you must send written notice of your rejection within 60 days after the date that we approve your application for an account. You must include your name, address, and account number. The notice of rejection must be mailed to the Notice Address provided above. This is the only way that you can reject this Arbitration Agreement. If an account is jointly owned, one owner's rejection of this Arbitration Agreement will be deemed to be a rejection by all joint owners. In all other circumstances, your rejection of this Arbitration Agreement will not be deemed to be a rejection of this Arbitration Agreement by any person or entity other than you. We offer a number of different products and services to our customers. If you reject the

Arbitration Agreement in this Agreement, that will not affect any arbitration agreement that may exist between you and us, now or in the future, in connection with other products or services you obtain from us. Any such arbitration agreement will remain in force unless you separately reject it in accordance with its terms. Notwithstanding any provision in this Agreement to the contrary, we agree that if we make any future change to this Arbitration Agreement (other than ministerial changes or a change to the Notice Address) while you have an active account, you may reject any such change by sending us a written notice within thirty (30) calendar days of the change to the Notice Address provided above. If you reject any future change, you will still be obligated to arbitrate any dispute between us in accordance with the terms of the arbitration agreement that existed immediately prior to the changed agreement that you rejected. YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE FILED WITHIN 1 YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR IT WILL BE FOREVER BARRED.

Jury Trial Waiver:

If for any reason a Claim is not arbitrated, you and we expressly and knowingly WAIVE THE RIGHT TO TRIAL BY JURY to the fullest extent permitted by law. This means that a judge, rather than a jury, will decide disputes between you and us.

19. Severability

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any and all other provisions of the Agreements. Except as set forth in the section titled “Dispute Resolution by Binding Arbitration; Jury Trial and Class Action Waiver,” if any provision of these Agreements is held invalid, the remainder of these Agreements will continue in full force and effect.

20. Waiver or Modification

Grant Money’s waiver or modification of any condition or obligation hereunder shall not be construed as a waiver or modification of any other condition or obligation, nor shall Grant Money’s waiver or modification granted on one occasion be construed as applying to any other occasion.

21. Contacting Grant Money

If you need to contact us concerning any questions or complaints regarding the App or these Agreements, please email support@grantcash.com.